The City of

Boynton Beach

City Commission Agenda

Tuesday, March 18, 2025, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Ty Penserga, Mayor (At Large)
Aimee Kelley, Vice Mayor (District IV)
Angela Cruz, Commissioner (District I)
Woodrow L Hay, Commissioner (District II)
Thomas Turkin, Commissioner (District III)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesus, City Clerk

Mission
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at City of Boynton Beach Commission Meetings

The Agenda:

There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

Speaking at Commission Meetings:

The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

Decorum: Any person who disrupts the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or

participate in the City Commission meeting online you have the following options:

1. **Watch the meeting online, but not participate:**

   https://www.boynton-beach.org/748/Watch-City-Commission-Meetings

2. **Watch the meeting online and provide public comment during the meeting:**

   YouTube channel (https://www.youtube.com/@cityofboynton).

   Please click onto the description / more tab under the video player to see:

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

If you are following the agenda and want to speak specifically during the agenda item labeled “Public comments”, you are permitted to start the connectivity process during the item that precedes public comments to ensure that all contributors are in que, screened and ready when that segment of the agenda is presented, or please wait until your topic of concern is being discussed before requesting to join the meeting for public comment.

Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

*Presenters, Consultants, and Subject Matter Experts (SME) may join at any time with prior approval.

For additional information or for special assistance prior to the meeting, please contact Maylee De Jesús, City Clerk at cityclerk@bbfl.us or (561) 742-6061.

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1. **<u>Openings</u>**

   A. Call to Order - Mayor Ty Penserga
   Roll Call.

Invocation by Commissioner Woodrow Hay.

Pledge of Allegiance to the Flag led by Commissioner Woodrow Hay.

City Clerk De Jesús announces the results of the certification of the Supervisor of Election's Office from the March 11, 2025 Municipal Election.

Swearing in of Incumbent Angela Cruz, as Commissioner District I, by City Clerk De Jesús.

Swearing in of Incumbent Thomas Turkin, as Commissioner District III, by Judge Lourdes Casanova, 15th Judicial Circuit Court Judge.

Swearing in of Rebecca Shelton, as Mayor, by Judge James Martz, 15th Judicial Circuit Court Judge.

Present Plaque to Ty Penserga.

Agenda Approval:
1. Additions, Deletions, Corrections
2. Adoption

2. **Other**

A. Information Items by members of the City Commission.
City Commissioners to disclose any informational items to the public.

3. **Announcements, Community and Special Events And Presentations**

A. Proclamation- Women's History Month.
Vice Mayor Kelley will read the proclamation into the record. The proclamation will be accepted by Ashley Cacicedo Surdovel, Vice President and Co-Chair of Government Affairs Committee, and Rosa White, Board Member and Chair of the Membership Committee, for the Women's Chamber of Commerce of Palm Beach County.

4. **Public Audience**

Public Audience: Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission. Speakers will be limited to 3-minute presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission).

5. **Administrative**

A. City Commission to appoint a Vice Mayor to serve until March 2026.
Nominate a Vice Mayor to serve until March 2026.

B. Advisory Board Appointments.
City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

C. Ratify Affordable Housing Advisory Committee Board Chair and Vice-Chair.
Ratify the selection of the Affordable Housing Advisory Committee Board Chair and Vice-Chair, Kerry Clinton and Tara Okler.

D. Community Support Funds.
Approve Community Support Fund request from Commissioner Hay.

6. **Consent Agenda**

A. Approve the one-year extension for RFPs/Bids and/or piggy-backs for the procurement of services and/or commodities under $100,000 as described in the written report for March 18, 2025 - "Request for Extensions and/or Piggybacks."

Staff recommends approval of the renewals listed in the March 18, 2025 written report.

B. Proposed Resolution No. R25-053- Approve Amendment No. 1 to Contract No. CS24-053 and change All Counties Painting, LLC d/b/a People's Choice Pressure Cleaning & Painting business name to Peoples Choice Painting, LLC d/b/a All Counties Painting.
Staff recommends approval of Proposed Resolution No. R25-053.

C. Proposed Resolution No. R25-054- Approve Amendment No. 1 to amend Contract No. CS24-053 for the Citywide Painting & Coating Services and change the business name from Mario's Painting and Services, Inc. to Mario's Painting and Construction, Inc.
Staff recommends approval of Proposed Resolution No. R25-054.

D. Proposed Resolution No. R25-055- Approve the auction of the vehicles/equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneer JJ Kane Auctioneers piggybacking Sourcewell RFP 110421.

Staff recommends approval of Proposed Resolution No. R25-055.

E. Proposed Resolution No. R25-056- Approve a Purchase Order to Robert Half International, Inc. to provide Temporary Staffing, Direct-Hire, and Other Employer Services to the City on an as-needed basis in an amount not to exceed $100,000.
Staff recommends approval of Proposed Resolution No. R25-056.

F. Proposed Resolution No. R25-057- Approving an Amendment to an Agreement for Public Relations Services, Event Management, and Event Marketing between the City and Zucker Media Group, LLC increasing the fee payable by $679.35 for a new total payment amount not to exceed $50,678.35.

Staff recommends approval of Proposed Resolution No. R25-057.

G. Proposed Resolution No. R25-058- Approve the renewal and purchase of insurance policies for flood insurance coverage with Wright Flood for the policies with effective

dates of March 6, 2025.

Staff recommends approval of Proposed Resolution No. R25-058.

H. Proposed Resolution No. R25-059- Adopting the 2024 Affordable Housing Advisory Committee Housing Incentives Report and providing an effective date.
Staff recommends approval of Proposed Resolution No. R25-059.

I. Proposed Resolution No. R25-060- Approve a temporary On-The-Job Training Agreement with Florida Division of Vocational Rehabilitation.
Staff recommends approval of Proposed Resolution No. R25-060.

J. Proposed Resolution No. R25-061- Ratifying the City's application for the Florida Department of Law Enforcement (FDLE) Online Sting Operations Grant Program, and if awarded, authorize the City to accept the Grant and authorizing the Mayor or Chief of Police to sign all documents associated with the Grant subject to the approval of the City Attorney.
Staff recommends approval of Proposed Resolution No. R25-061.

K. Proposed Resolution No. R25-062- Approve the release of Performance Bond No. SU1122232 in the amount of $540,662 for the completion of construction work and required public improvements associated with Raising Cane's Restaurant.
Staff recommends approval of Proposed Resolution No. R25-062.

L. Proposed Resolution No. R25-063- Approve the Amendment to the Parking Lease Agreement for the North Garage between the City and Boynton Beach Town Center Apartments, LLC and approve the Amendment to the Parking Lease Agreement for the South Garage between the City and Boynton Beach Town Center Apartments, LLC.

Staff recommends approval of Proposed Resolution No. R25-063.

M. Proposed Resolution No. R25-064- Approve and authorize the Mayor to execute the Interlocal Agreement between Palm Beach County and the City of Boynton Beach to re-determine, re-adopt, and ratify the existing distribution formula for the six (6) cent Local Option Fuel Tax.
Staff recommends approval of Proposed Resolution No. R25-064.

N. Proposed Resolution No. R25-065- Approve the final ranking for RFP No. PLDEV25-011R Comprehensive Plan Review Professional Services (Consultant) as recommended by the evaluation committee and allow negotiations to begin with the top-ranked proposer Chen Moore and Associates, Inc., and if negotiations fail to culminate into an agreement with the top-ranked proposer, enable staff to terminate negotiations and allow negotiations to begin with the 2nd-ranked proposer Kimley-Horn and Associates, Inc.
Staff recommends approval of Proposed Resolution No. R25-065.

O. Proposed Resolution No. R25-066- Approve the issuance of a Purchase Order to Stryker Medical ProCare Services, a Sole Source vendor and the original equipment manufacturer of Stryker Medical, for parts and equipment maintenance for four years, with an expenditure of $81,931.52, and authorize the Mayor to sign a vendor

proposal.
Staff recommends approval of Proposed Resolution No. R25-066.

P. Proposed Resolution No. R25-067- Amending the FY2024-25 Capital Improvement Budget to adjust budgeted appropriations and revenue sources and provide spending authority for the Galaxy Park Field Lighting Project in the amount of $567,482.
Staff recommends approval of Proposed Resolution No. R25-067.

Q. Proposed Resolution No. R25-068- Approve the "Villages at East Ocean Avenue Plat 1" record plat in association with the Villages at East Ocean North project, on the condition that the City Engineer has certified the plat.
Staff recommends approval of Proposed Resolution No. R25-068.

R. Commission Meeting Minutes.
Approve minutes from the February 4, 2025 and February 18, 2025 City Commission Meetings.

7. **Consent Bids and Purchases over $100,000**

A. Approve the one-year extension for RFPs/Bids and/or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for March 18, 2025 - "Request for Extensions and/or Piggybacks."
Staff recommends approval of the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for March 18, 2025 - "Request for Extensions and/or Piggybacks."

B. Proposed Resolution No. R25-069- Approve an annual expenditure increase to the service agreement with Catalis Payments, LLC for billing, mailings, electronic bill presentment, and payment for an updated expenditure of $420,000 per year.
Staff recommends approval of Proposed Resolution No. R25-069.

C. Proposed Resolution No. R25-070- Approve the Piggyback Agreement with The Ware Group, LLC d/b/a Johnstone Supply, LLC for the purchase of HVAC equipment, parts, supplies (OEM), and services, piggybacking Palm Beach County (PBC) IFB #18-091/HS Contract #18091, with an annual total not to exceed $150,000.
Staff recommends approval of Proposed Resolution No. R25-070.

D. Proposed Resolution No. R25-071- Approve a Piggyback Agreement with Dana Safety Supply, Inc. for the purchase and installation of emergency equipment on an "as-needed basis" for all City of Boynton Beach Departments, with an annual expenditure of $470,000, utilizing the Bradford County Sheriff Contract No. BCSO219-01, which expires on July 14, 2029.
Staff recommends approval of Proposed Resolution No. R25-071.

E. Proposed Resolution No. R25-072- Approving a piggyback contract with Konica Minolta Business Solutions U.S.A., Inc. piggybacking the NASPO 187962 & State of Florida Contract #44100000-24-NASPO-ACS that expires on July 31, 2026, for Multi-Function Devices, Copiers, and Related Software and Services Citywide for an annual expenditure of $120,000.

Staff recommends approval of Proposed Resolution No. R25-072.

F. Proposed Resolution No. R25-073- Approve a Piggyback Agreement between the City and Cellco Partnership dba Verizon Wireless for City-wide Mobile Communications Services and high-speed wireless data services in an amount not to exceed $630,000 per year, utilizing the State of Florida Contract with Verizon Wireless (Contract No. DMS-19/20-006C). This amount includes all departments and divisions within the City that currently use Verizon Wireless.
Staff recommends approval of Proposed Resolution No. R25-073.

G. Proposed Resolution No. R25-074- Approve a Piggyback agreement between the City of Boynton Beach and Carahsoft Technology Corp. to piggyback NASPO contract 43230000-NASPO-16-ACS in an amount not to exceed $250,000 per year to procure technology hardware and software from BlueAlly Technology Solutions and other authorized resellers as needed.
Staff recommends approval of Proposed Resolution No. R25-074.

H. Proposed Resolution No. R25-075- Approve Task Order No. GESUT-1G-01-25 with EXP U.S. Services, Inc., to develop the Citywide Adaptation Plan funded by the Resilient Florida Program in an amount not to exceed $300,000.
Staff recommends approval of Proposed Resolution No. R25-075.

I. Proposed Resolution R25-076- Approve the First Amendment to the Agreement between South Florida Emergency Vehicles, LLC for the purchase of parts, equipment, maintenance, and repair of Sutphen Fire trucks and ambulances increasing the annual expenditure from $100,000 to $200,000.
Staff recommends approval of Proposed Resolution No. R25-076.

J. Proposed Resolution No. R25-077- Approve a Cooperative Acceptance Agreement with Cintas Corporation No. 2 and issue Purchase Orders to Cintas Corporation No. 2 by piggybacking OMNIA cooperative contract, number 00129, which expires May 31, 2028, to provide Workplace Solutions to the City of Boynton Beach on an as-needed basis for an annual expenditure of $65,000.
Staff recommends approval of Proposed Resolution No. R25-077.

K. Proposed Resolution No. R25-079- Approve the First Amendment to an Agreement between the City and CentralSquare Technologies, LLC for CentralSquare Solutions extending the Agreement through March 31, 2026, and establishing the fee during the renewal term to an amount not to exceed $269,943.78.
Staff recommends approval of Proposed Resolution No. R25-079

L. Proposed Resolution No. R25-080- Approval of a Piggyback Agreement between the City and International Sweeping, Inc. d/b/a Facilities Pro-Sweep for Street Sweeping Services in an amount not to exceed $200,000 per year.
Staff recommends approval of Proposed Resolution No. R25-080.

8. **Public Hearing**

6 P.M. or as soon thereafter as the agenda permits. T he City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and

City Commission.

9. **City Manager's Report**

10. **Regular Agenda**

A. Discussion on additional paving in fiscal year 24-25.
Requested by Commissioner Turkin

B. Proposed Resolution No. R25-078- Approve the Waiver of Procurement Procedures exemption and authorize the purchase of two (2) ADA-compliant five-station portable restroom trailers from Elk Creek Trailers for an amount not to exceed $139,460.
Staff recommends approval of Proposed Resolution No. R25-078.

11. **Future Agenda Items**

A. Appoint Mayor and Commissioners as representatives to various boards. **- April 1, 2025**
Appoint representatives and alternate representatives for the following boards: Countywide Intergovernmental Coordination Program; Coalition of Boynton West Residents Association (COBW RA); Palm Beach County League of Cities; Transportation Planning Agency.

B. Discuss and provide an update on Fire Station #3, to also include a State of the Fire Department.**- April 1, 2025**
Requested by Vice Mayor Kelley.

C. Discussion regarding taking a Legislative Summer Break. **- April 1, 2025**
Requested by Vice Mayor Kelley.

D. Discussion on Animal Control position in Police Department. **- April 1, 2025**
Requested by Vice Mayor Kelley.

E.
First Reading of an ordinance to amend the City's Land Development Regulation regarding standards for Artificial Turf.**- April 15, 2025**

Requested by Commissioner Turkin.

F.
First Reading of an ordinance to amend the City's Land Development Regulation regarding expanding the uses of Public Art Fees.**- April 15, 2025**

Requested by Commissioner Turkin.

G. First Reading of an ordinance regarding construction hours near residential locations and decibel levels .**- April 15, 2025**
Requested by Commissioner Cruz.

H. Discussion regarding ethics and behavior of the Commission. - **TBD**
Requested by Commissioner Hay.

I. Discussion regarding fluoride in the water. **- TBD**

Requested by Commissioner Hay.

J. Discussion regarding the City's Comprehensive Plan. - **TBD**
Requested by Commissioner Cruz.

K. Discussion regarding Citywide Master Plan to light up the City.- **TBD**

Requested by Commissioner Turkin.

L. Discussion on utility lift station upgrades and odor control - **TBD**
Requested by Commissioner Hay.

M. Discussion in regards to an additional area that might be available as a future cemetery.**- TBD**
Requested by Commissioner Hay.

N. Discussion regarding requirements for Advisory Board Appointments.- **Pending meeting with Vice Mayor Kelley**
Requested by Vice Mayor Kelley.

O. Discussion regarding Hazard Pay for Community Standards.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

P. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

Q. Discussion regarding combining City properties together to create senior affordable housing.**- TBD**
Requested by Commissioner Hay.

12. **Adjournment**

Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/She may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

The City shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the City. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the City to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the City's web site. Information regarding items added to the agenda after it is published on the City's web site can be obtained from the office of the City Clerk.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proclamation- Women's History Month.

Requested Action: Vice Mayor Kelley will read the proclamation into the record. The proclamation will be accepted by Ashley Cacicedo Surdovel, Vice President and Co-Chair of Government Affairs Committee, and Rosa White, Board Member and Chair of the Membership Committee, for the Women's Chamber of Commerce of Palm Beach County.

Attachments:
Women's History Month.docx

City of Boynton Beach

Proclamation

WHEREAS, the Historic Woman's Club of Boynton Beach (formerly known as the Boynton Woman's Club) is the only Mizner-designed building open to the public in Palm Beach County and was listed on the National Register of Historic Places in 1979 and placed on the list of Boynton Beach Historical Places in 2014; and

WHEREAS, the Historic Woman's Club of Boynton Beach (formerly known as the Boynton Woman's Club) has been serving the community as a meeting place since its opening in 1925 including providing shelter from a hurricane for area residents shortly after it opened as well as providing meeting space for many of the local community organization and churches; and

WHEREAS, the Historic Woman's Club of Boynton Beach (formerly known as the Boynton Woman's Club) served as city's first public library and the members provided library services until 1961; and

WHEREAS, the Historic Woman's Club of Boynton Beach (formerly known as the Boynton Woman's Club) continues to serve as a meeting place for the Boynton Woman's Club whose members have played a significant role in the social and cultural development of Boynton Beach since 1908 including granting scholarships to Boynton area high school students who are entering a college or trade school as well as to mature students who are re-entering the workforce, and supporting local charities and other charities as needed; and

WHEREAS, for the past 100 years the Historic Woman's Club of Boynton Beach (formerly known as the Boynton Woman's Club) has been, and continues to be, a beloved site for weddings, baby showers, wakes, reunions, galas and other celebrations

NOW THEREFORE, I, Aimee Kelley, Vice Mayor, and Rebecca Shelton, Mayor, of the City of Boynton Beach, Florida, do hereby proclaim the month of March, Two Thousand Twenty-Five as:

The 100th Birthday of the
Historic Woman's Club of Boynton Beach

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 18th day of March, Two Thousand Twenty-Five.

_____
Aimee Kelley
Vice Mayor

_____
Rebecca Shelton
Mayor

ATTEST:

_____
Maylee De Jesús, MPA, MMC, City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

City Commission to appoint a Vice Mayor to serve until March 2026.

Requested Action: Nominate a Vice Mayor to serve until March 2026.

Fiscal Impact: There is no fiscal impact to the budget for this item.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Advisory Board Appointments.

Requested Action: City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Explanation of Request:

The City Clerk's Office has received applications from City residents who are seeking to become new board members.

The attached list contains term openings and vacancies on the various advisory boards with the designated Commission members having responsibility for the appointment to fill each term opening and vacancy.

How will this affect city programs or services? Appointments are necessary to keep City Advisory Boards full and operating as effectively as possible.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Advisory_Board_Appointments_Reappointments_and_Applicants_for_March 18, 2025.docx
Margaret Newton - Art Advisory Board.pdf
Margaret Roberts - Art Advisory Board.pdf
Gregory Hartmann - Art Advisory Board.pdf
Mikaela McLaughlin - Art Advisory Board.pdf
Breion Moses - Art Advisory Board.pdf
Courtlandt McQuire - Community Redevelopment Agency Advisory Board.pdf
Alexandria Lopresto - Community Redevelopment Agency Advisory Board.pdf
Lesha Roundtree - Community Redevelopment Agencey Advisory Board.pdf
Angela Troyanowski - Community Redevelopment Agency Advisory Board.pdf
Lori Wilkinson - Education and Youth Advisory Board.pdf
Isabella Acosta - Education and Youth Advisory Board.pdf
Kristopher Kenny - Education and Youth Advisory Board.pdf
Jasper Pastorius - Recreation and Parks.pdf
Ann Cwynar - Senior Advisory Board.pdf

James Czizik - Senior Advisory Board.pdf

Art Advisory Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

I	Cruz	Regular	Vacant
II	Turkin	Regular	Vacant
III	Hay	Regular	Vacant
Mayor	Shelton	Regular	Vacant
Vice Mayor	Kelley	Alternate	Vacant

Applicants:	Margaret Roberts	Regular member seeking reappointed for a second term
	Gregory Hartman	Regular member seeking reappointed for a second term
	Breion Moses	Alternate member seeking reappointment for a second term
	Margaret Newton	
	Mikaela McLaughlin	

Building Board of Adjustment and Appeals
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Vice Mayor	Kelley	Regular	Replaces Paul Bortz
I	Cruz	Regular	Replaces Timothy Dornblaser
II	Hay	Regular	Replaces Sanford Guritzky
III	Turkin	Regular	Vacant
Mayor	Shelton	Regular	Vacant
Vice Mayor	Kelley	Alternate	Vacant
I	Cruz	Alternate	Vacant

Applicants: None

Community Redevelopment Agency Advisory Board
2 Year Staggered Terms

Vice Mayor	Kelley	Regular	Replaces Naomi Cobb
I	Cruz	Regular	Vacant
II	Hay	Regular	Vacant
III	Turkin	Regular	Vacant
Mayor	Shelton	Regular	Vacant

Applicants:	Courtlandt McQuire	Regular member seeking reappointed for a second term
	Alexandria Lopresto	Regular member seeking reappointed for a second term
	Lesha Roundtree	Regular member seeking reappointed for a second term
	Angela Troyanowski	

Education and Youth Advisory Board
Regular Member 2 (2 year) terms
Alternate/Student Member 2 (1 year) terms

Vice Mayor	Kelley	Regular	Replaces Francoise Calixte-Dieuvil
I	Cruz	Regular	Replaces Dr. Valorie Valcourt
II	Hay	Regular	Vacant
III	Turkin	Alternate	Vacant
Mayor	Shelton	Alternate	Vacant
Vice Mayor	Kelley	Student	Vacant
I	Cruz	Student	Vacant
II	Hay	Student	Vacant

Applicants:	Lori Wilkinson
	Isabella Acosta
	Kristopher Kenny

Historic Resources Preservation Board – Quasi-judicial
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

I	Cruz	Regular	Vacant	Replaces Barbara Ready
II	Hay	Regular	Vacant	Replaces Michael Wilson
III	Turkin	Regular	Vacant	
Mayor	Shelton	Alternate	Vacant	Replaces Victor Norfus
Vice Mayor	Kelley	Alternate	Vacant	

Applicants: None

Library Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

III	Turkin	Regular	Vacant	Replaces Margaret Newtown

Applicants: None

Recreation and Parks Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

I	Cruz	Alternate	Vacant
II	Hay	Alternate	Vacant

Applicants: Jasper Pastorius

Senior Advisory Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Mayor	Shelton	Regular	Vacant
II	Hay	Regular	Vacant
III	Turkin	Regular	Vacant
Vice Mayor	Kelley	Alternate	Vacant
I	Cruz	Alternate	Vacant

Applicants:	Ann Cwynar	Regular member seeking reappointed for a second term
	James Czizik	Regular member seeking reappointed for a second term

Stanzione, Tammy

From: City Clerk
Sent: Monday, March 03, 2025 4:55 PM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

Follow Up Flag: Follow up
Flag Status: Flagged

From: Kipsaigi <noreply@123formbuilder.com>
Sent: Monday, March 3, 2025 4:41 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
This message came from outside your organization.

Today's date	03/03/2025
Name	Margaret Newton
Phone number	561-315-9595
Address	701 NW 4th street Boynton Beach FL 33435 United States
Email	Kipsaigi@aol.com
Current occupation or, if retired, prior occupation	Teacher/ writer prior to retirement
Education	Masters degree in education
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	Library advisory board - March 2023-March 2025

Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Art Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	I am very aware of many of the facets that are a part of Boynton Beach citizenry I am very active in the " Heart of Boynton Communitty activities. I am a member of the Boynton Beach Mental Health committee and I am on the Steering Committee for "Healthier Boynton Beach. I am very interested in "Art in Public Places".
Professional Memberships	Sankofa Study Group, Inc. Association of African Life and History Zeta Phi Beta Sorority, Inc AARP
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 73.46.235.5 (United States) at 2025-03-03 16:41:15 on Chrome 133.0.6943.120
Entry ID: 753
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

From: ruhpeggy
To: City Clerk
Subject: Advisory Board Appointment application
Date: Tuesday, February 11, 2025 2:51:25 PM
Attachments: Margaret_A_Roberts_Resume_8-18-2016.docx

This Message Is From an External Sender
This message came from outside your organization.

Today's date	02/11/2025
Name	Margaret Roberts
Phone number	561-654-9314
Address	1024 NW 11th Street Boynton Beach Fl 33426 United States
Email	ruhpeggy@gmail.com
Current occupation or, if retired, prior occupation	Cutco
Education	Some college
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	Yes
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	Art Advisory Board
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Art Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in	Yes

this capacity?	
Personal Qualifications	I am currently serving on the Art Advisory Board. I make and sell crafts. I bake I am an Independent Sales Rep for Cutco
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	https://form.123formbuilder.com/upload_dld.php?fileid=96823c1b73b1f3b3b41ba900d93445f7
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 66.229.221.4 (United States) at 2025-02-11 14:48:22 on Chrome 125.0.0.0
Entry ID: 743
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Margaret A. Roberts

Boynton Beach, Florida, 33426

(T) 561-654-9314 (Email) RuhPeggy@gmail.com

Summary of Experience

Restaurant Management with daily responsibilities related to training, banking, payroll and ordering store supplies

Swedish massage, S.O.A.P. notes, Sales and interaction with customers, customer service desk, and customer relations.

Skills

- Good at Training staff
- Great Communication skills
- Strive for Customer satisfaction
- Friendly Personality
- Cash management experience
- Managing employees

Experience

01/2014 – 5/2016

Pizza Hut Restaurant General Manager.

Open and close the store. Prepare schedule for store employees. Check inventory and place orders as needed. Prepare payroll weekly and deposits to the bank. Handle all customer relations and ensure customers are satisfied.

06/2013 – 01/2014

Pizza Hut Driver and study for Restaurant General Manager during this time.

Take orders and deliver orders in a timely matter. Prepare orders and clean kitchen and store.

05/2012 – 06/2013

American Institute of wellness and beauty Margate, FL (Schooling Period)

Massage Therapist Intern

Consistently received positive feedback from guests on performance reviews. Created repeat business by developing long-term relationships with regular customers. Participated in chair massage events.

Preformed spa management duties such as making sure that all the rooms are clean and tidy, cleaning products are in each room, laundry is done, made schedules for the day, pulled files for the day

09/2008 - 09/2010

CVS Pharmacy, Boca Raton, FL

Customer Service Associate

Answered the phones, managed registers, processed pictures, put away stock and helped customers in a timely manner.

03/2007 - 09/2008

Dillards, Boynton Beach, FL

Sales Associate and Customer Service

Answered heavy phones, rang up sales for customers, opened and closed registers, put merchandise away and assisted customers in professional, friendly manner.

2006- 2007

CVS Pharmacy, Boca Raton, FL

Photo Lab Supervisor/ Customer Service

Answered heavy phones, rang registers, processed pictures, stocked shelves, issued refunds and assisted customers

Education:

- Pizza Hut Management Training
- American Institute school of wellness and beauty, Margate, FL - Massage Therapy
- Boca Beauty Academy - Hair and Nails

References:

Gay Lynn Fowler (561) 449-2368 Mary Kay Consultant gaylynnfowler@yahoo.com

Richard Weir (407) 234-6461 Controller at Construction Offices of Sanford
richard@contructionofficesofsanford.com

Stanzione, Tammy

From: City Clerk
Sent: Thursday, February 27, 2025 11:03 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application
Attachments: HartmannResume2024-954-258-3236.pdf

From: gregharts <noreply@123formbuilder.com>
Sent: Thursday, February 27, 2025 10:58 AM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender

This message came from outside your organization.

Today's date	02/27/2025
Name	Gregory Hartmann
Phone number	954-258-3236
Address	1083 SW 25 PL Boynton Beach FL 3426 United States
Email	gregharts@protonmail.com
Current occupation or, if retired, prior occupation	video production/digital marketing
Education	Connecticut School of Broadcasting
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business	Yes

within City limits?	
If "yes", name of business:	Modern Animal LLC
Are you currently serving on a City board?	Yes
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	I am a current member, and chair, of the Arts Advisory board.
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Art Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	With over 20 years of experience in the creative fields—primarily in video production for advertising agencies—I bring a deep understanding of visual storytelling, marketing, and digital media. I run a small digital media business that helps small businesses enhance their online presence. I am deeply engaged in the local arts community. I currently serve as the Chair of the Arts Advisory Board and have actively contributed to the 2025 Kinetic Art Show by leading guided art walks and artist talks. My lifelong passion for the creative arts, combined with my hands-on experience and civic engagement, makes me a strong candidate for this board.
Professional Memberships	
Feel free to attach/upload	https://form.123formbuilder.com/upload_dld.php?fileid=fb626281ad42f27b23b24c01cd1eb82e

an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 99.35.29.159 (United States) at 2025-02-27 10:57:38 on Safari 17.6
Entry ID: 752
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Gregory Hartmann

Boynton Beach, Florida, United States gregharts@protonmail.com 954.258.3236 www.ModernAnimal.net

SUMMARY

Experienced small business owner & video marketing expert with 16 years of success in managing operations and creating marketing campaigns. Proven track record of driving growth through effective marketing initiatives.

EXPERIENCE

Owner
Modern Animal **January 2021 - Present, Boynton Beach, FL**

- Finding new video media solutions to meet client demands.
- Bring clients more ROI with less ad spend by leveraging new media channels & techniques.
- Media placement on Google Ads, Youtube, Cable, radio & local television.
- Manage social media accounts for small businesses & special interest pages.
- In field video production with lighting, microphones & teleprompter.
- Manage multiple clients, track time, produce reports, P.O.'s, & balance books.
- Implement & use emerging software to enhance operations & increase efficiency.

Assistnat Prodction Manager/Lead Designer
Chumney & Associates **November 2014 - Present, North Palm Beach, FL**

- Design & edit video for commercial & digital distribution.
- Worked with hundreds of TV stations & digital platforms for content delivery & distribution.
- Use of Adobe Creative Suite including, Premiere Pro, After Effects, Illustrator, Photoshop, Audition & Media Encoder.
- Camera operator, in studio & on location.
- Use of production equipment like wireless microphones, lighting, wiring, tri-pods & green screen studios.
- Generate ad campaigns & creative, building consistent branding and messaging for clients.
- Boost clients organic reach by putting into place best practices to succeed in a digital first landscape.
- Manage & assist the production department as needed.

Studio Manager
OMG National **October 2012 - October 2014, Planation, FL**

- Lead a team of 4 video editors and 2 audio engineers in the creative production of advertising materials.
- Utilized Adobe Creative Suite daily to create & design advertising collateral.
- Generate reports on department performance & assist in the hiring process.
- Increased production output by 200% over 2 years.
- Distributed creative assets around the country & collaborated with TV stations, radio, & digital platforms to ensure successful delivery & deployment.

Motion Graphic Artist
MJS Advertising **June 2012 - September 2013, Boca Raton, FL**

- Worked with a team of creative professionals to create advertisements for clients using the Adobe Creative Suite, Final Cut Pro, and different web applications.
- Design, edit, & distribute finished productions to TV stations & digital destinations.
- Shoot video in field & in studio using lights, wireless microphones & teleprompter.

Video Editor & Motion Artist
DNS INTL **May 2008 - June 2012, Doral, FL**

Video editor
Sunbeam Television **February 2007 - April 2008, North Bay Village, Fl**

PROJECTS

Member
Delray Beach Police Benevolent Association • February 2022 - Present

Board Member
Boynton Beach Arts Advisory Board • December 2021 - Present

- Serve as a board member to Boynton Beach's Arts Advisory Board.
- Help guide and shape public art projects within the city boundaries.
- Provide guidance on important issues such as art placement, direction, and design on city art projects.

• Volunteer at the 'Kinetic' Biennial' art show. Help staff information booths & setup/breakdown.
• Produced a video marketing campaign to run on social media to boost community involvement.
• Collaborate with other board members on ways to best enhance arts & culture within the city of Boynton Beach.

Event co-cordinator/Digital Media
Festival Latino • May 2022 - September 2022
• Posted & managed Festival Latinos social media presence.
• Engaged followers & promoted the event to the local community.
• Worked with other volunteers on location, food trucks, and layout of the festival.
• Responsible for designing & ordering printed collateral.

EDUCATION

Broadcasting
Connecticut School Of Broadcasting • Davie, FL • 2007

SKILLS

After Effects, Premier Pro, Media Encoder, Illustrator, Photoshop, Audition, Google Ads, Meta Ads, Social media management, media buying, Elementor, audio recording, camera operator, Mac OS, OBS.

Demo Reel - https://vimeo.com/689000601

Stanzione, Tammy

From: City Clerk
Sent: Wednesday, February 26, 2025 7:11 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application
Attachments: Art.pdf

From: mmclaughlin <noreply@123formbuilder.com>
Sent: Tuesday, February 25, 2025 11:31 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
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Today's date	02/26/2025
Name	Mikaela McLaughlin
Phone number	561-860-5151
Address	344 Sw 13th Ave Boynton Beach Fl 33435 Reserved
Email	mmclaughlin@springbig.com
Current occupation or, if retired, prior occupation	Tech Executive
Education	College
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business	No

within City limits?	
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Art Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	Art is at the heart of everything I do. While my career has been shaped by entrepreneurship and leadership, creativity is what drives me—building, shaping, and bringing ideas to life in ways that connect people and communities. Art has the power to transform spaces, shape culture, and inspire change. Boynton Beach is full of potential, and I want to help infuse creativity into its fabric—not just as something to admire, but as something to experience, support, and build upon. Serving on the Art Advisory Board would be an opportunity to foster a thriving artistic community where creativity fuels connection and growth.
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	https://form.123formbuilder.com/upload_dld.php?fileid=10917910131254460db755d2d2376630
Certification	I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

The message has been sent from 172.58.133.102 (Reserved) at 2025-02-25 23:30:32 on iPhone 18.1.1
Entry ID: 751
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Mikaela McLaughlin

344 SW 13th Avenue Boynton Beach, Fl 33435

MMcLaughlin@springbig.com

561.860.5151

February 26, 2025

Application for Art Advisory Board Position

Dear City Council and/or Selection Committee,

Boynton Beach is more than where I live—it's where I've built my life. After graduating high school from Gulliver Prep in Miami in 2009, I moved here in 2010 while attending Palm Beach State, settling into my first home behind the Seacrest Scrubland on SE 28th Ave What started as a move quickly became a lifelong investment; over the past 14 years, I've built my career, my community, and my family in Boynton Beach. For the past seven years, my husband and I have proudly called Forest Park home on SW 13th Ave.

I've watched this city evolve, and I want to play a role in shaping its future—one where art is at the center of our shared spaces, conversations, and identity. Art is the soul of a community. It transforms neighborhoods, inspires connection, and gives life to spaces in ways that words alone cannot.

While my career has been in business and leadership, my heart has always been in creativity—building, shaping, and bringing ideas to life in ways that connect people. I believe Boynton Beach is a city with incredible creative potential, and I want to help cultivate an environment where artists, small businesses, and the community flourish together.

Serving on the Art Advisory Board would allow me to bring my passion for both Boynton Beach and the arts together, helping to weave creativity into the fabric of our city—not just as something to admire, but as something to experience and build upon. I would be honored to contribute my perspective, ideas, and dedication to this community I love.

Thank you for your time and consideration. I look forward to the opportunity to serve.

Warmly,

Mikaela McLaughlin

[Creative. | Compassionate. | Engaged.]

Stanzione, Tammy

From: City Clerk
Sent: Thursday, February 20, 2025 7:00 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: breionmoses <noreply@123formbuilder.com>
Sent: Wednesday, February 19, 2025 6:25 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
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Today's date	02/12/2025
Name	Breion Moses
Phone number	561-523-4514
Address	United States
Email	breionmoses@gmail.com
Current occupation or, if retired, prior occupation	CEO
Education	Masters
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	Yes
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	Currently serving on the Arts Advisory Board.
Have you ever been convicted of a crime?	No

If "yes", when and where?	
Advisory Board	Art Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	I bring extensive experience in film, media, nonprofit leadership, and workforce development as CEO of 7 Hillz Productions and Seven Hillz Productions Foundation. I have led initiatives that provide underrepresented filmmakers with scholarships, mentorship, and career opportunities. My background includes: -Film & Media Leadership -Workforce Development -Nonprofit Management -Community Impact With expertise in strategic planning and industry partnerships, I am dedicated to bringing valuable leadership to this board.
Professional Memberships	• Los Angeles Music and Art School, Board of Directors • National Forum for Black Public Administrators • Gamma Zeta Omega Chapter of Alpha Kappa Alpha Sorority, Incorporated • FAMU National Alumni Association • Bethune Cookman University Alumni Association • Central State University Alumni Association
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 73.56.55.7 (United States) at 2025-02-19 18:25:02 on Chrome 131.0.0.0
Entry ID: 748
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

From: court
To: City Clerk
Subject: Advisory Board Appointment application
Date: Thursday, February 13, 2025 8:51:03 AM

This Message Is From an External Sender
This message came from outside your organization.

Today's date	02/13/2025
Name	Courtlandt McQuire
Phone number	
Address	506 Whispering Pines Road Boynton Beach FLORIDA 33435 Canada
Email	court@redbaradv.com
Current occupation or, if retired, prior occupation	Owner/President of Advertising Agency
Education	College Graduate
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	Yes
If "yes", name of business:	Red Bar Integrated Marketing
Are you currently serving on a City board?	Yes
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	Arts, Planning and Development, CRA (volunteer)
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Community Redevelopment Agency Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes

Personal Qualifications	
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 129.222.118.234 (Canada) at 2025-02-13 08:50:56 on Chrome 132.0.0.0
Entry ID: 745
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

From: City Clerk
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application
Date: Thursday, February 20, 2025 9:05:59 AM

From: AML9889 <noreply@123formbuilder.com>
Sent: Thursday, February 20, 2025 8:49 AM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender

This message came from outside your organization.

Today's date	02/20/2025
Name	Alexandria Lopresto
Phone number	561-704-1718
Address	578 SW 25th Ave Boynton Beach Florida 33435 United States
Email	AML9889@yahoo.com
Current occupation or, if retired, prior occupation	Medical Sales/Realtor
Education	
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	Yes
Have you served on a City board in the past?	Yes
If "yes", which board(s)	

and when?	CRAB Board
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Community Redevelopment Agency Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 75.30.229.208 (United States) at 2025-02-20 08:49:28 on Safari 16.6
Entry ID: 749
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Stanzione, Tammy

From: City Clerk
Sent: Friday, February 21, 2025 8:16 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: lesharoundtree11 <noreply@123formbuilder.com>
Sent: Thursday, February 20, 2025 6:17 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
This message came from outside your organization.

Today's date	02/20/2025
Name	Lesha Roundtree
Phone number	
Address	805 N.E 2nd Ct. Boynton Beach FL 33435 United States
Email	lesharoundtree11@gmail.com
Current occupation or, if retired, prior occupation	Educator
Education	Masters in Education
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	Yes
If "yes", name of business:	LCAAR Enterprises
Are you currently serving on a City board?	Yes
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

Advisory Board	Community Redevelopment Agency Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 73.179.75.4 (United States) at 2025-02-20 18:17:14 on Chrome 133.0.0.0
Entry ID: 750
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Stanzione, Tammy

From: troyanowski.angela <noreply@123formbuilder.com>
Sent: Thursday, March 13, 2025 12:24 PM
To: City Clerk
Subject: Advisory Board Appointment application
Attachments: Troyanowski_Personal_Statement___CRA_Application.pdf

This Message Is From an External Sender
This message came from outside your organization.

Today's date	03/13/2025
Name	Angela Troyanowski
Phone number	954-261-3844
Address	2635 SW 4th St Boynton Beach FL 33435 United States
Email	troyanowski.angela@gmail.com
Current occupation or, if retired, prior occupation	Previously: VP Sales at Nearpod (now Renaissance Education)
Education	Bachelors in Industrial and Systems Engineering (University of Florida)
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	Yes
If "yes", name of business:	LFG Specialties Inc
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Community Redevelopment Agency Advisory Board

If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	I am eager to serve on the Boynton Beach CRA Advisory Board, bringing over a decade of experience in business leadership, community engagement, and strategic funding management. As VP of Sales at Nearpod, I managed $15M budgets, implemented impacted-driven solutions from grant and local funds, worked with local governments, and led community initiatives. Prior to Nearpod, I worked supporting small business. As a small business owner myself, I'm sympathetic to the challenges they face. My background in community events, working with government funding, and stakeholder engagement aligns with the CRA's mission, and I look forward to contributing to Boynton Beach's growth. Please see attached.
Professional Memberships	N/A
Feel free to attach/upload an extra sheet or resume.	https://form.123formbuilder.com/upload_dld.php?fileid=fa0da8e57409a39b3b66a84c3c00ddc3
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 104.54.110.210 (United States) at 2025-03-13 11:23:58 on Chrome 131.0.0.0
Entry ID: 758
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Dear Boynton Beach City Commissioners,

I am writing to express my interest in serving on the Boynton Beach Community Redevelopment Agency (CRA or BBCRA) Advisory Board. With over a decade of experience in business leadership, community engagement, and strategic funding management, I am eager to contribute to the CRA's mission of revitalizing our community and fostering sustainable economic growth.

For eight years, I worked at Nearpod, most recently as their Vice President of Sales, where I worked extensively with local, state and federal budgets, grants, and additional funding sources. This experience gave me a deep understanding of how to make impact-driven decisions while navigating financial constraints—an essential skill for responsible redevelopment efforts. Beyond managing budgets, I collaborated with local school districts to engage their communities, showcasing the positive initiatives within their schools. My team hosted approximately 200 events per year and was responsible for responding to Requests for Proposals (RFPs), which honed my skills in strategic planning, community outreach, and stakeholder engagement.

Prior to that, I worked closely with small and medium-sized business owners, gaining first hand insight into the challenges they face and the importance of fostering a business-friendly environment. Additionally, my early career included working with the founders of Citrix, where I developed a keen understanding of entrepreneurship and innovation. Most recently, my entrepreneurial efforts have landed me as a passive owner in Legendary Frameless Glass. This has further deepened my understanding of the construction industry's role in redevelopment and infrastructure improvement. This experience equips me with the knowledge to support responsible, strategic growth that benefits both residents and businesses.

My commitment to community service is demonstrated by my tenure as an executive board member for a prominent student-run philanthropy in the Southeast, Dance Marathon. We successfully raised $1.17 million for Shands Hospital for Children, a Children's Miracle Network Hospital. I recruited 35 team members and 500 staff, resulting in a 44% increase in per-person fundraising from the previous year. Additionally, we planned and executed over 15 hours of morale-focused events for more than 800 participants during an annual 26.2-hour philanthropy event.

The BBCRA is dedicated to guiding redevelopment activities such as affordable housing, business support, and community enhancement. My background in managing substantial budgets, engaging with local businesses and communities, and executing large-scale community events aligns with the BBCRA's goals. I am particularly drawn to the agency's commitment to stimulating the local economy and encouraging patronage of local businesses through promotional activities. As a local business owner myself, I'm familiar with the hurdles of real estate, acquiring properties, and developing those properties. I look forward to the opportunity to serve and help shape a vibrant Boynton Beach.

Thank you for your consideration. Please see my resume below.

Professional Summary

Business leader with over a decade of experience in strategic funding management, community engagement, and economic development. Proven track record in managing multi-million-dollar budgets, fostering local business growth, and driving impact-driven initiatives. Passionate about community redevelopment, small business support, and sustainable urban/suburban development.

Commitment to Boynton Beach CRA

Dedicated to guiding redevelopment efforts in Boynton Beach, with a strong understanding of real estate development, property acquisition, and local business support. Passionate about fostering economic growth and sustainability in alignment with the CRA's mission.

Professional Experience

Vice President of Sales | Nearpod (Acquired by Renaissance Education)
Additional Roles Include Senior Director & Account Executive
Dania Beach, FL / Remote in Boynton Beach, FL

2016-2023

- Managed a team of 90 and an annual budget of $12–$15 million, ensuring efficient allocation of resources while maximizing impact.
- Worked extensively with local, state, and federal budgets, grants, and other funding sources across the United States for impact-focused educational initiatives, securing $25 million in new contracts annually.
- Led a team responsible for responding to Requests for Proposals (RFPs), securing strategic partnerships and funding opportunities.
- Oversaw the planning and execution of 200+ events annually to engage local communities and highlight educational advancements.
- Developed strong relationships with local school districts to foster community engagement and showcase educational initiatives.

Business Development & Sales | Paycom
Broward County, FL

2014-2016

- Consulted and partnered with small and medium-sized businesses in Plantation, Coral Springs, Fort Lauderdale and Pompano Beach to address key challenges and identify growth opportunities in the areas of Human Capital Management.

Multiple Roles | Virtual Works
Boca Raton, FL

2013-2014

- Worked closely with the founders of Citrix, developing an in-depth understanding of entrepreneurship, business strategy, and innovation to launch a start-up focused on Enterprise Search, a precursor to what we now know as Large Language Models or AI.

Passive Owner | Legendary Frameless Glass
Boynton Beach, FL

2021- Present

- Invested in and maintained an ownership role in a construction company specializing in frameless glass installation.
- Developed a deeper understanding of the construction industry's role in redevelopment, infrastructure improvement, and business growth.
- Gained firsthand insight into business development, market expansion, and local economic challenges.

Community Involvement & Leadership

Fundraiser & Executive Board Member | Dance Marathon
Gainesville, FL

2009-2013 - Fundraiser
2012-2013 - Executive Board Member

- Helped lead one of the most successful student-run philanthropies in the Southeast, raising $1.17 million for Shands Hospital for Children.
- Recruited, trained, and led 35 captains and 500 staff members, increasing fundraising per person by 44%.
- Planned and executed 15+ hours of morale-focused events for 800+ participants at the annual 26.2-hour philanthropy event.

Skills & Expertise

- Budget Management & Strategic Funding
- Community & Business Development
- Public-Private Partnerships
- Construction & Infrastructure Knowledge
- Grant Writing & Fundraising
- Event Planning & Stakeholder Engagement
- Economic & Urban Redevelopment Strategies

Education

Industrial & Systems Engineering, University of Florida

From: lorisigns
To: City Clerk
Subject: Advisory Board Appointment application
Date: Friday, January 17, 2025 1:03:25 PM

This Message Is From an External Sender
This message came from outside your organization.

Today's date	01/17/2025
Name	Loretta (Lori) Wilkinson
Phone number	561-376-6208
Address	2458 SW Cranbrook Dr Boynton Beach FL 33436 Reserved
Email	lorisigns@gmail.com
Current occupation or, if retired, prior occupation	Financial svcs
Education	MA in Deaf Education, BA in Elementary Education
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	EYAB
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Education and Youth Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes

Personal Qualifications	Former teacher, 20 years of Palm Beach County School district. Three children that grew up in Boynton. 20 plus years experience on the EYAB.
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 12.75.74.137 (Reserved) at 2025-01-17 13:03:20 on Chrome 125.0.0.0
Entry ID: 740
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

From: isabellaregina.a
To: City Clerk
Subject: Advisory Board Appointment application
Date: Sunday, February 16, 2025 3:24:44 PM

This Message Is From an External Sender
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Today's date	02/16/2025
Name	Isabella Acosta
Phone number	561-929-1732
Address	123 SW 3RD AVENUE Boynton Beach FL 33435 Reserved
Email	isabellaregina.a@gmail.com
Current occupation or, if retired, prior occupation	Graphic Designer
Education	Associates
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Education and Youth Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	I work/teach Kids for many years and have a child in first

	grade.
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 172.58.130.155 (Reserved) at 2025-02-16 15:24:38 on Chrome 133.0.0.0
Entry ID: 746
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, March 04, 2025 7:04 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application
Attachments: Kris_Kenny_Resume.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

From: krisrk15 <noreply@123formbuilder.com>
Sent: Monday, March 3, 2025 8:26 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
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Today's date	03/03/2025
Name	Kristopher Kenny
Phone number	305-962-6040
Address	4505 NW 3rd Drive Delray Beach Florida 33445 United States
Email	krisrk15@gmail.com
Current occupation or, if retired, prior occupation	Human Resources Director
Education	BS
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	No
Do you own/manage	Yes

a business within City limits?	
If "yes", name of business:	International College of Health Sciences
Are you currently serving on a City board?	No
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	New Hudson Township, Michigan 2002-2006
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Education and Youth Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	Assistant Office Manager at Oakland County, Michigan. Executive Assistant to Clerk & Treasurer in Lyon Community Township. (Oakland County, Michigan). Campaign Manager for the Township Clerk and the Township Treasurer, won two election campaigns. Politically campaigned for George W. Bush in 2004. Political Science and History Major graduate from the University of Miami in 2011 I have a political science background, both in experience and education, that I am looking to get involved in local politics in Palm Beach County, Florida. I have worked as an election poll worker in Michigan and also in Miami-Dade County during college. I want to get involved again in grassroots efforts.

Professional Memberships	American Staffing Association.
Feel free to attach/upload an extra sheet or resume.	https://form.123formbuilder.com/upload_dld.php?fileid=375164e52a19dab27d3266a1440da90e
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 104.5.90.203 (United States) at 2025-03-03 20:25:34 on Chrome 133.0.0.0
Entry ID: 754
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, March 04, 2025 7:04 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

Follow Up Flag: Follow up
Flag Status: Flagged

From: jpastorius <noreply@123formbuilder.com>
Sent: Monday, March 3, 2025 10:39 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
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Today's date	03/03/2025
Name	Jasper (Jay) Pastorius
Phone number	561-436-0898
Address	704 ne 20th lane boynton beach fl 33435 United States
Email	jpastorius@tritonfl.com
Current occupation or, if retired, prior occupation	contruction
Education	some college
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	Yes
If "yes", name of business:	Triton Associates Inc
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	

Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Recreation & Parks Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	licensed General Contractor licensed Mold Assesor Licensed Mold remediator served on my Hoa board multiple times
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 73.56.255.250 (United States) at 2025-03-03 22:39:21 on Chrome 133.0.0.0
Entry ID: 755
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

From: amc
To: City Clerk
Subject: Advisory Board Appointment application
Date: Wednesday, February 12, 2025 12:05:30 PM

This Message Is From an External Sender
This message came from outside your organization.

Today's date	02/12/2025
Name	Ann Cwynar
Phone number	561-236-9445
Address	2701 SW 8th Street Boynton Beach FL 33435 United States
Email	amc@instasign.com
Current occupation or, if retired, prior occupation	Retired teacher
Education	Bachelors
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	Yes
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	I presently serve on the Senior Advisory Board.
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Senior Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes

Personal Qualifications	I have resided in Boynton Beach for the last 50 years. I am a retired special education teacher for deaf and hard of hearing students. I am married and have 3 grown children and I have 8 grandchildren. I am presently serving on the Senior Advisory Board and we are working on ways to meet the needs of our senior population. I will look forward to continuing to serve on then board.
Professional Memberships	I am retired and I am not presently a member of any professional boards.
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 104.54.111.21 (United States) at 2025-02-12 12:05:23 on Safari 17.4.1
Entry ID: 744
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, February 18, 2025 11:49 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

Follow Up Flag: Follow up
Flag Status: Flagged

From: jwczizik <noreply@123formbuilder.com>
Sent: Tuesday, February 18, 2025 11:36 AM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
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Today's date	02/18/2025
Name	James Czizik
Phone number	732-299-6225
Address	705 SW 15th Street Boynton Beach FL 33426 United States
Email	jwczizik@aol.com
Current occupation or, if retired, prior occupation	Operations Manager
Education	BS- USMA, West Point, NY
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	Yes
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	Senior Advisory Board (2023-2024)

Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Senior Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	On file
Professional Memberships	On file
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 73.179.77.203 (United States) at 2025-02-18 11:36:23 on iPhone 18.1.1
Entry ID: 747
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Ratify Affordable Housing Advisory Committee Board Chair and Vice-Chair.

Requested Action: Ratify the selection of the Affordable Housing Advisory Committee Board Chair and Vice-Chair, Kerry Clinton and Tara Okler.

Explanation of Request: At the February 3, 2025 meeting of the Affordable Housing Advisory Committee, Kerry Clinton, was appointed Chair, and Tara Okler was appointed Vice-Chair. Pursuant to City Ordinance No. 21-016, the City Commission must ratify the selection of the Chair and Vice-Chair.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Community Support Funds.

Requested Action: Approve Community Support Fund request from Commissioner Hay.

How will this affect city programs or services? NA

Budgeted Item: Yes

Account Line Item and Description: Community Support Funds 001-1110-511-83-02

Fiscal Impact: There will be no fiscal impact to the budget for this item.

Attachments:
Pathways to Prosperity- $1000.doc

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 03-18-2025
Requested by Mayor/Commissioner: Commissioner Hay
Amount Requested: $1000
Recipient/Payee: Pathways 2 Prosperity
Description of project, program, or activity to be funded: _____

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $4,500.

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: _____ By: _____
Maylee De Jesus, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Approve the one-year extension for RFPs/Bids and/or piggy-backs for the procurement of services and/or commodities under $100,000 as described in the written report for March 18, 2025 - "Request for Extensions and/or Piggybacks."

Requested Action:

Staff recommends approval of the renewals listed in the March 18, 2025 written report.

Explanation of Request:

As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
Zambelli Fireworks Manufacturing Co.	Fireworks Display	City of Boynton Beach RFP #EV23-023	May 17, 2025 - May 16, 2026	Annual Estimated Expenditure $80,000

How will this affect city programs or services? This renewal report will be used for solicitations, contracts/agreements, and piggybacks that are renewed/extended with the same terms and conditions and pricing as the initial award.

Budgeted Item: Yes

Account Line Item and Description:

See attached Bids and Piggy-Back Over $100K Report.

Fiscal Impact:

Funds have been budgeted under the line items as noted on the attached report.

Attachments:
$100K under REQUEST FOR BID EXTENSIONS March 18 2025 Report - Exhibit A.docx
Renewal Interest Letter - Zambelli Fireworks MFG 2025-2026.pdf

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS UNDER $100,000
March 18, 2025

REQUESTING DEPARTMENT: ***Events***
DEPARTMENT CONTACT: ***Gabrielle Favitta***
TERM: ***May 17, 2025, 1, 2025, to May 16, 2026***
*SOURCE FOR PURCHASE****: City of Boynton Beach RFP No. EV23-023 For Fireworks Display***
ACCOUNT NUMBER: ***001-1213-519.48-24***

VENDOR(S): ***Zambelli Fireworks Manufacturing CO.***
ANNUAL ESTIMATE: ***$80,000***

DESCRIPTION:
On May 16, 2023, the Commission approved Resolution No. R23-057, which approved the award and authorized the City Manager to execute an agreement with Zambelli Fireworks Manufacturing Co. based on RFP No. EV23-023 for Fireworks Display. The Agreement was for an initial two (2) years, with an additional three (3) one-year options to renew subject to vendor acceptance, and satisfactory performance as determined by the City. The vendor has agreed to renew the agreement for the 1st one (1) one-year term. Approve the 1st one-year renewal term from May 17, 2025, through May 16, 2026.

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

February 14, 2025

Tony Sawdey
Zambelli Fireworks Manufacturing Co.
1060 Holland Drive
Boca Raton, FL 33487

VIA EMAIL TRANSMITTAL TO: tsawdey@zambellifireworks.com

RFP: FIREWORKS DISPLAY

RFP No.: EV23-023

CURRENT AGREEMENT TERM: *MAY 17, 2023 – MAY 16, 2025*

Dear Mr. Sawdey:

The current term for "FIREWORKS DISPLAY" with Zambelli Fireworks Manufacturing Co. expires on May 16, 2025.

The Agreement allows for three (3) additional one-year renewals. The City of Boynton Beach would like to exercise the option to renew for its 1st renewal term with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

Cc: Gabrielle Favitta, Division Director, Events

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

February 14, 2025

RFP: FIREWORKS DISPLAY

RFP No.: EV23-023

Agreement between the CITY OF BOYNTON BEACH and Zambelli Fireworks Manufacturing Co.

AGREEMENT RENEWAL TERM: ***May 17, 2025 – May 16, 2026***

___X__ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

ZAMBELLI FIREWORKS MANUFACTURING CO.

NAME OF COMPANY

Tony Sawdey
SIGNATURE

Tony Sawdey
NAME OF REPRESENTATIVE
(please print)

V.P. of Sales
TITLE

2/14/2025
DATE

561-395-0955 (Ext. 1205)
(AREA CODE) TELEPHONE NUMBER

tsawdey@zambellifireworks.com
E-MAIL

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-053- Approve Amendment No. 1 to Contract No. CS24-053 and change All Counties Painting, LLC d/b/a People's Choice Pressure Cleaning & Painting business name to Peoples Choice Painting, LLC d/b/a All Counties Painting.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-053.

Explanation of Request: On January 7, 2025, the Commission passed Resolution R25-008, which authorized the Mayor to sign agreements with four primary contractors and two alternate contractors for the Request for Qualification (RFQ) No. CS24-053 for Citywide Painting and Coating Services. The City entered into an Agreement with All Counties Painting, LLC, d/b/a People's Choice Pressure Cleaning & Painting. All Counties Painting, LLC, d/b/a People's Choice Pressure Cleaning & Painting, has now changed its company name to Peoples Choice Painting, LLC, d/b/a All Counties Painting.

Staff recommends the City Commission approve and authorize the Mayor to sign Amendment No. 1 changing the company/firm name from All Counties Painting, LLC d/b/a People's Choice Pressure Cleaning & Painting to Peoples Choice Painting, LLC d/b/a All Counties Painting.

How will this affect city programs or services? The request to change the name will not affect any City programs or services.

Budgeted Item: Yes

Account Line Item and Description: Services are budgeted from CIP funded accounts.

Fiscal Impact: There's no fiscal impact as a result of this approval.

Attachments:
R25-053 Agenda_Item_2772-2025_Amendment_to_change_company_name_to_Peoples_Choice_Painting__LLC_dba_All_
Exhibit A to Resolution Amendment__No._1_-_All_Counties_to_Peoples_Choice.pdf
Vendor 17814 Letter to City of Boynton Beach.pdf
R25-008 Citywide Painting - All Counties Painting LLC dba People's Choice Pressure Cleaning & Painting.pdf
W9 Peoples Choice Painting llc DBA AllCountiesPainting

RESOLUTION NO. R25-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING FIRST AMENDMENT TO CONTRACT NO. CS24-053 TO CHANGE VENDOR NAME FROM ALL COUNTIES PAINTING, LLC DBA PEOPLE'S CHOICE PRESSURE CLEANING & PAINTING BUSINESS NAME TO PEOPLES CHOICE PAINTING, LLC DBA ALL COUNTIES PAVING; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Commission of the City of Boynton Beach passed Resolution R25-008, which authorized the Mayor to sign agreements with four primary contractors and two alternate contractors for the Request for Qualifications ("RFQ") No. CS24-053 for City-wide painting and coating services; and

WHEREAS, on January 7, 2025, the City entered into an agreement with All Counties Painting, LLC dba People's Choice Pressure Clearing & Painting pursuant to Resolution R25-008; and

WHEREAS, All Counties Painting, LLC d/b/a People's Choice Pressure Clearing & Painting changed its company name to People's Choice Painting, LLC d/b/a All Counties Paving; and

WHEREAS, all remaining terms and conditions of the January 7, 2025, Agreement shall remain in full force and effect; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the First Amendment to the Agreement in order to update and change the company name from All Counties Painting, LLC dba People's Choice Pressure Clearing & Painting to People's Choice Painting, LLC dba All Counties Paving.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the First Amendment to the January 7, 2025 Agreement in order to update and change the company name from All Counties Painting, LLC d/b/a People's Choice Pressure Clearing &

Painting to People's Choice Painting, LLC d/b/a All Counties Paving, in form and substance similar to that attached as Exhibit A.

SECTION 3. All remaining terms and conditions of the January 7, 2025 Agreement shall remain in full force and effect.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the First Amendment. The Mayor is further authorized to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

SECTION 5. Upon full execution of the Amendment, the Amendment shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes.

SECTION 6. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND All COUNTIES PAINTING, LLC DBA PEOPLE'S CHOICE PRESSURE CLEANING & PAINTING FOR PREQUALIFICATION OF CONTRACTORS FOR CITYWIDE PAINTING & COATING SERVICES

This 1ST Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and All Counties Painting, LLC dba People's Choice Pressure Cleaning & Painting, a corporation registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On January 7, 2025, the Parties entered into Contract No. CS24-053 (the "Agreement") for Prequalification of Contractors for Citywide Painting & Coating Services.

B. The Parties desire to amend the Agreement to change the company name for All Counties Painting, LLC dba People's Choice Pressure Cleaning & Painting to Peoples Choice Painting, LLC dba All Counties Painting.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

Company Name Change. From All Counties Painting, LLC dba People's Choice Pressure Cleaning & Painting to Peoples Choice Painting, LLC dba All Counties Painting.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City with respect to any of the matters covered by the Agreement.

6. The effective date of this Amendment shall be the date of complete execution by the Parties.

7. This Amendment may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

CITY

CITY OF BOYNTON BEACH

By_____
Mayor

____ day of _____, 2025

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

PEOPLES CHOICE PAINTING, LLC dba ALL COUNTIES PAINTING

By Steve Landi
Authorized Signer

STEVE LANDI- President
Print Name and Title

10 day of February, 2025

Peoples Choice Painting, LLC
dba All Counties Painting

4341 SW 73rd Terrace, Davie, FL 33314
Phone 954-445-8033
Email: allcountiespainting@gmail.com

City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

Dear Sir/Madam,

We are excited to announce, effective immediately, we are changing our company name from:

All Counties Painting, LLC dba People's Choice Pressure Cleaning & Painting

to **Peoples Choice Painting, LLC dba All Counties Painting**

The reason behind this name change is our new partnership with our longtime project manager, Greg Terwilliger, who has taken over as a partner and Vice-President in this new chapter with Steve Landis, President.

Please note, Greg Terwilliger will continue to serve as your Project Manager and staff will remain the same. Be assured that this change will not affect our service quality or our dedication to meeting your needs.

Thank you for your continued support and business. If you have any questions, feel free to reach out.

Sincerely,

Steven Landis, President and Gregory Terwilliger, Vice-President

Peoples Choice Painting, LLC
dba All Counties Painting

RESOLUTION NO. R25-008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR QUALIFICATIONS NO. CS24-053 FOR PRE-QUALIFICATION OF CONTRACTORS FOR CITYWIDE PAINTING & COATING SERVICES TO ALL COUNTIES PAINTING, LLC, RMJ MAINTENANCE CORP., MAV PAINT CONTRACTORS, INC., AND THOUSAND AND ONE PAINTING, AS PRIMARY CONTRACTORS, AND MARIOS PAINTING AND SERVICES, INC., AND FIVE12 PAINTING & REMODELING AS ALTERNATE CONTRACTORS; APPROVING AGREEMENTS WITH THE AWARDED CONTRACTORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on September 30, 2024, a Request for Qualification ("RFQ") was advertised and submittals were opened, wherein the City received a total of eleven proposals to RFQ CS24-053 for the Pre-Qualification of Contractors for Citywide Painting & Coating services; and

WHEREAS, a Public Evaluation/Selection Committee meeting consisting of City staff evaluated, scored, and ranked eleven (11) proposals and recommends awarding the six (6) top-ranked proposers a contract; and

WHEREAS, the four (4) top-ranked proposers were ranked as Primary Painting Contractors, with the remaining two (2) proposers as Alternate Painting Contractors; and

WHEREAS, the Public Evaluation/Selection Committee has ranked the proposals as follows:

<u>Primary</u>

Rank 1 – All Counties Painting, LLC d/b/a People's Choice Pressure Cleaning & Painting

Rank 2 – RMJ Maintenance Corp.

Rank 3 – MAV Paint Contractors, Inc.

Rank 4 – Thousand and One Painting

<u>Alternate</u>

Rank 5 – Mario's Painting and Services, Inc.

Rank 6 – FIVE12 Painting & Remodeling; and

WHEREAS, the initial term of the awarded contract is for a three (3) year term, with an

option for two (2) one-year renewal terms contingent upon satisfactory performance and determination that it is in the City's best interest to renew the contract; and

WHEREAS, projects will be initiated by the City based on individual, informal solicitations advertised to all pre-qualified painting contractors in compliance with City purchasing policies and procedures; and

WHEREAS, the intent of the RFQ is to establish a pool of pre-qualified contractors that can quickly compete for Citywide Painting & Coating projects under $50,000; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to award Request For Qualifications No. CS24-053 for Pre-Qualification of Contractors for Citywide Painting & Coating Services to All Counties Painting, LLC, RMJ Maintenance Corp., Mav Paint Contractors, Inc., and Thousand and One Painting, As primary Contractors, and Mario's Painting and Services, Inc., and Five12 Painting & Remodeling as alternate Contractors, and approve Agreements with the Awarded Contractors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby award Request for Qualifications No. CS24-053 for Pre-Qualification of Contractors for City-wide Painting and Coating Services to primary proposers All Counties Painting, LLC d/b/a People's Choice Pressure Cleaning & Painting, RMJ Maintenance Corp., MAV Paint Contractors, Inc., and Thousand and One Painting, and to Alternate proposers Mario's Painting and Services, Inc. and FIVE12 Painting & Remodeling, in accordance with the criteria set forth in RFQ No. CS24-053.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve Citywide Painting & Coating Services Agreements between Primary proposers All Counties Painting, LLC d/b/a People's Choice Pressure Cleaning & Painting, RMJ Maintenance Corp., MAV Paint Contractors, Inc., and Thousand and One Painting, and to Alternate proposers Mario's Painting and Services, Inc. and FIVE12 Painting & Remodeling and the City for Citywide

Painting & Coating Services in accordance with the criteria set forth in RFQ No. CS24-053 for a period of three (3) years for fiscal years ending on December 17, 2027, for an annual amount not to exceed $50,000, in form and substance similar to the Agreements with the Primary and Alternate proposers attached as **Composite Exhibit A**.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreements. The Mayor is further authorized to execute any term extension amendments and ancillary documents required under the Agreements or necessary to accomplish the purposes of the Agreements and this Resolution.

SECTION 5. The City Clerk shall retain the fully executed Agreements as a public record of the City. A copy of the fully executed Agreements shall be provided to Andrew Rozwadowski to forward to the Contractors.

SECTION 6. This Resolution shall take effect in accordance with law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED this 7th day of January 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Aimee Kelley	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin		

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

T. Penserga 1/8/2025

Ty Penserga
Mayor

APPROVED AS TO FORM:

S. Lamb

Shawna G. Lamb
City Attorney

CITYWIDE PAINTING & COATING SERVICES

The Agreement ("Agreement"), is entered into between the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of **100 East Ocean Ave., Boynton Beach, FL 33435**, hereinafter referred to as "CITY", and **All Counties Painting, LLC dba People's Choice Pressure Cleaning & Painting** a corporation authorized to do business in the State of Florida, with a business address of **4341 SW 73rd Terrace, Davie, Florida, 33314**, hereinafter referred to as the "CONTRACTOR." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

1. PROJECT DESIGNATION. The CONTRACTOR is retained by the CITY as a **Primary** contractor to perform services in connection with the **RFQ No. CS24-053 – CITYWIDE PAINTING & COATING SERVICES**.

2. SCOPE OF SERVICES / ORDERING PROCESS.

a. CONTRACTOR agrees to furnish all necessary labor, materials, equipment, supplies, and supervision required to perform Citywide Painting and Coating Services, defined as projects less than $50,000 (the "Services") by way of individual task orders (each a "Task Order"), at the request of the CITY, on an as-needed basis during the Term of this Agreement. All Services shall be performed in accordance with the terms and conditions of the Contract Documents, which are comprised of the RFQ, CONTRACTOR's Proposal, this Agreement, and any Task Order.

b. Citywide painting projects will be initiated by the CITY upon issuance of a solicitation, or task order, and shall be advertised to all primary pre-qualified contractors. CONTRACTOR shall be required to respond to each advertisement when requested, whether by offer or response of "no bid." If the CONTRACTOR fails to respond to more than three (3) consecutive requests for proposals by the CITY, the firm shall be removed from the primary prequalification pool and all subsequent bidding opportunities under this contract.

c. If a primary pre-qualified contractor is removed from the qualification pool, the next highest-ranked alternate will be added to the primary prequalification pool.

d. Task Orders. The specific scope of work for each project will be described in a Task Order. Each Task Order shall identify the location, scopeof work, compensation, any applicable general or special conditions, and the project schedule, and shall be signed by the CITY and CONTRACTOR. Time shall be of the essence for each Task Order.

e. No project under this contract shall require bid, payment, or performance bonds unless specifically noticed in the solicitation or task order.

3. TIME FOR PERFORMANCE. Services under this Agreement shall commence upon written notice by the City to the CONTRACTOR to proceed with a Task Order and Purchase Order. CONTRACTOR shall perform all services required pursuant to this Agreement and the specific Task Order during the time period specified in the Task Order. CONTRACTOR shall complete each executed Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

4. TERM. The initial Agreement period shall be for an initial term of three (3) years, commencing on 1/7/25 ("Effective Date") and shall remain in effect through 1/6/28 ("Initial Term"). The CITY reserves the right to renew the Agreement for **two (2) one-year** renewals (each a "Renewal") subject to CONTRACTOR acceptance, satisfactory performance as determined by the CITY, and determination by

the CITY that renewal will be in the best interest of the CITY. Such Renewals are only effective and valid if they are in writing and signed by each party's authorized representative. Both the Initial Term and any Renewal(s) shall be collectively referred to as the "Term."

5. PAYMENT. The CONTRACTOR shall be paid by the CITY for completion of work performed under each Task Order at the lump sum or unit prices presented by the CONTRACTOR and accepted by the CITY.

a.The CONTRACTOR shall submit an invoice to the CITY for completion for work that has been completed and has been inspected and accepted by the CITY. The date of the invoices shall not exceed 30 calendar days from the completion of the work. Under no circumstances shall the invoice be submitted to the CITY in advance of the delivery and acceptance of the work.

b. Payment as provided in this section by the CITY shall be full compensation for services performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

c. The CONTRACTOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

d. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **SITE CONDITIONS**. CONTRACTOR shall have the sole responsibility of satisfying itself concerning the nature and location of the work and the general conditions, which can in any way affect the performance of the work or the cost associated therewith.

7. **WARRANTY**. CONTRACTOR agrees to correct all work found by CITY to be defective or not in conformance with this Agreement and any Task Order for a period of one year completion of the work.

8. **OWNERSHIP AND USE OF DOCUMENTS**. All documents, drawings, specifications, and other materials produced by the CONTRACTOR in connection with the Services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with CONTRACTOR's endeavors.

9. **FUNDING**. This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

10. **PRICES**. CONTRACTOR shall perform the Services for the prices set forth in each Task Order.

11. **COMPLIANCE WITH LAWS.** CONTRACTOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this agreement.

12. **INDEMNIFICATION**.

a. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense through the conclusion of any appeals, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the CONTRACTOR, its employees, agents, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or

consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

b. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

c. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

13. **INSURANCE**.

a. During the performance of the Work under this Agreement, CONTRACTOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management. All polices shall be written by an insurance company authorized to do business in Florida. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any Work pursuant to this Agreement:

1) **Worker's Compensation Insurance**: The CONTRACTOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

2) **Comprehensive General Liability**: The CONTRACTOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 12, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence, and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

3) **Business Automobile Liability**: The CONTRACTOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The CONTRACTOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

4) **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY, depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

b. CONTRACTOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

c. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded to the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be

suspended, voided, or cancelled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

d. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the Term of the Agreement.

14. **INDEPENDENT CONTRACTOR**. The CONTRACTOR and the CITY agree that the CONTRACTOR is an independent contractor with respect to the Work provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of CONTRACTOR.

15. **COVENANT AGAINST CONTINGENT FEES**. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that CONTRACTOR has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. **DISCRIMINATION PROHIBITED**. The CONTRACTOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

17. **ASSIGNMENT**. The CONTRACTOR shall not sublet or assign any of the Services covered by this Agreement without the express written consent of the CITY.

18. **NON-WAIVER**. Waiver by the CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

19. **TERMINATION**.

a. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) days of written notice by the CITY to the CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed through the termination date, including services reasonably related to termination. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the CITY against loss pertaining to this termination.

b. **Termination for Cause**. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause by CITY for reasons including, but not limited to, CONTRACTOR's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

c. In the event of the death of a member, partner, or officer of the CONTRACTOR, or any of its supervisory personnel assigned to the project, the surviving members of the CONTRACTOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the CITY. This section shall not be a bar to renegotiating this Agreement between surviving members of the CONTRACTOR and the CITY, if the CITY so chooses.

d. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

e. In addition to any termination rights stated in this Agreement, CITY shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by CITY due to CONTRACTOR's failure to comply with any term(s) of this Agreement.

20. **DISPUTES**. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

21. **NOTICE**. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave.,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Copy to:

Shawna G. Lamb, City Attorney
100 East Ocean Ave.,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to CONTRACTOR shall be sent to the following address:

All County Painting, LLC dba People's Choice Pressure Cleaning & Painting
Attn: Steve Landis
Address: 4341 SW 73rd TER
DAVIE, FL 33314
Phone: 954-445-8033
Email: allcountiespainting@gmail.com ; h2opressure@bellsouth.net

22. **PUBLIC RECORDS**. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

a. Keep and maintain public records required by the CITY to perform the Work;

b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession once the CONTRACTOR transfers the records in its possession to the CITY; and

d. Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by

CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

23. **UNCONTROLLABLE FORCES**.

a. Neither the CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and beyond the non-performing party's reasonable control. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

b. Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

24. **SCRUTINIZED COMPANIES**. By execution of this Agreement, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error, then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

25. **E-VERIFY**. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

i. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

ii. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

iii. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

i. All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract;

ii. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and

iii. The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

26. **MISCELLANEOUS**.

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. CITY and CONTRACTOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

C. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

D. Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the CONTRACTOR, as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

E. At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

F. It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, city, state, and federal agencies as applicable.

G. This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, any Task Order, the solicitation, and the CONTRACTOR's bid proposal, this Agreement shall govern then, any Task Order, then the solicitation, and then the bid proposal. This Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

H. This Agreement will take effect on the Effective Date. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

I. Non-Exclusive; No Guaranty. This Agreement is non-exclusive, and the CITY reserves the right to award other contracts for work that fall within the scope of this Agreement. No Task Order(s) or minimum amount of work or compensation is guaranteed under this Agreement.

J. Services Provided in Response to Natural Disaster / Emergency. CONTRACTOR provides services that the CITY may require in the event of a hurricane or other disaster. CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds that will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. CONTRACTOR desires to be eligible to be awarded disaster work and be compensated through federal funds. The CITY and CONTRACTOR agree that with respect to any services or work performed or provided by CONTRACTOR or its subcontractors under the Agreement arising or related to a disaster event, the provisions set forth in the FEMA Addendum (the "FEMA Requirements"), a copy of which is attached hereto and incorporated herein by reference, shall apply. The FEMA Requirements shall only modify this Agreement upon the provision by CONTRACTOR of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail

27. **DEFAULT OF CONTRACT & REMEDIES**.

A. **Correction of Work**. If, in the judgment of CITY, Work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the Work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

B. **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR :

I. The abandonment of the project by CONTRACTOR for a period of more than seven (7) business days.

II. The abandonment, unnecessary delay, refusal of, or failure to comply with any of

the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

III. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR 's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

IV. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

V. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR 's assets, or for CONTRACTOR 's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR 's assets, or for CONTRACTOR 's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

C. **Remedies in Default**. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) business days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

i. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable.

ii. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR the costs incident thereto to such default.

iii. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

iv. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies.

28. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

29. **TRUTH-IN-NEGOTIATION CERTIFICATE**.

A. Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged to the CONTRACTOR's most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside vendors. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

30. **ENTITIES OF FOREIGN CONCERN.** CONTRACTOR will have access to an individual's personal identifying information under this Agreement. CONTRACTOR represents and certifies: (i) CONTRACTOR is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (iii) CONTRACTOR is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to CONTRACTOR and any subcontractor having access to personal identifying information pursuant to this Agreement, CONTRACTOR and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

31. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, CONTRACTOR shall provide CITY with an affidavit attesting that the CONTRACTOR does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

32. **PUBLIC ENTITY CRIME ACT**. CONTRACTOR represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. CONTRACTOR further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

38. **COUNTRIES OF CONCERN**. CONTRACTOR represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this 4th day of DECEMBER, 2024.

CITY OF BOYNTON BEACH

1/8/2025

Ty Penserga, Mayor

VENDOR

All Counties Painting, LLC

(Signature), Company

STEVE LANDIS

Print Name of Authorized Official

Title PRESIDENT

(Corporate Seal)

Attest/Authenticated:

Witness

SHEILA CLARK

Print Name

STEPHEN DETATA
Commission # HH 462590
Expires February 8, 2028

~~Attested/Authenticated:~~
~~Approved as to Form:~~

Office of the City ~~Attorney~~ Clerk

Approved as to Form:
~~Attested/Authenticated:~~

Office of the City ~~Clerk~~ Attorney

APPENDIX 'C'

FEMA REQUIREMENTS

FEMA REQUIREMENTS

The FEMA Requirements shall only modify the Contract upon the provision by the Contractor of work or services required as a result of a disaster.

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

FEMA Requirements. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the **"FEMA Requirements")** shall apply. **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.** The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.**

C. **Payment**. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. The contractor shall submit invoices covering no more than a 30-day period.

D. **Remedies**.

(1) Legal Remedies. The city may enforce any breach of contract through a city-initiated lawsuit in a court of competent jurisdiction to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law to cure, remove, prevent, or end a violation of any provision of this article. The City shall recover its court costs and reasonable attorneys' fees in any legal proceedings commenced to enforce the contract.

(2) Additional Remedies. In addition to any other remedies provided for in the contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by the Contractor, the Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

These remedies are cumulative and the use of any appropriate remedy shall not constitute an election of other remedies by the City. The use of one remedy shall not preclude the use of any other remedy. Nothing in this article shall prohibit the City from enforcing the requirements of this article by any other legal means.

E. **Termination or Suspension of Contract**.
The City may, by written notice to the Contractor, suspend any or all of the City's obligations under the Contract due to the Contractor's failure to comply with applicable law or the terms of the Contract until such time as the event or condition resulting in such suspension has ceased or been corrected.

F. **Termination for Cause**. The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5)-calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

G. **Termination for Convenience**. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

H. **Changes to Contract**. Changes to the Contract terms and conditions which are within the scope of the Contract, reasonable for completion of the contract scope, allowable under FEMA regulations, and mutually agreed, may be made part of the Contract by written amendment duly executed by City and Contractor.

I. **Equal Employment Opportunity**.
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, his contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph **(1)** and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

J. **Civil Rights**.
(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) **Age**. In accordance with section 4 of the Age Discrimination in Employment Act of 19671 as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) **Disabilities**. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

K. **Davis Bacon Act and Copeland Anti-Kickback Act**.
(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act (if applicable)

(1) The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) The Contractor agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) The Contractors will pay wages not less than once a week.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

L. **Contract Work Hours and Safety Standards Act**.
(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

M. **Rights to Inventions Made Under a Contract or Agreement**.

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

N. **Clean Air Act and the Federal Water Pollution Control Act**.
(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

O. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**. (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

e. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

f. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

P. **Certification Regarding Use of Contract Funds for Lobbying - Byrd Anti-Lobbying**.

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II)

Contractors with contracts of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to FEMA.

(1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such recipients shall certify and disclose accordingly.

e. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

P. **Procurement of Recovered Materials**.

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program,

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Q. **Compliance with Federal Law, Regulations, and Executive Orders**.

(Applicable to all FEMA contracts)

This is an acknowledgment that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives as applicable, and as amended from to time, including but not limited to:

a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
b. Resource Conservation and Recovery Act
c. National Historic Preservation Act
d. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

R. **Compliance with State and Federal Reporting Requirements**. The contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

S. **Immigration and Naturalization Act**.
(Applicable to all FEMA contracts}

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

T. **Indemnity of Funding Entities**.
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration), and the City and their officers, agents, employees, and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees, and subcontractors' acts or omissions associated with this Contract.

U. **Performance and Payment Bonds**.
(Applicable to all FEMA Construction Contracts}

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials, and laborers. Said bonds shall be subject to approval by the City.

V. **Materials and Supplies**.
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials, and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

W. **Access to Records**.
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(5) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

X. **DHS Seal, Logo and Flags**.
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials without specific FEMA approval.

Y. **Fraud and False or Fraudulent or Related Acts**.
(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Z. **No Obligation by the Federal Government**.
(Applicable to all FEMA contracts)

The Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract.

AA. **Additional FEMA Provisions**.

(1) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(2) Copyrights and Data Rights. The Contractor grants to the City a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

BB. **Subcontracts**. (Applicable to all FEMA contracts)
To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

ATTACHMENT "A"

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if a Certificate is provided upon selection of vendor.)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

PEOPLES CHOICE PAINTING, LLC

2 Business name/disregarded entity name, if different from above.

ALL COUNTIES PAINTING

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . **S**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

4341 SW 73RD TERRACE

6 City, state, and ZIP code

DAVIE, FL 33314

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

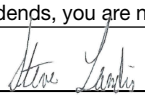
9	9	–	4	6	7	3	0	6	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 12/30/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

DIVISION OF CORPORATIONS



Previous on List Next on List Return to List

Filing History

Fictitious Name Search
Submit

Fictitious Name Detail

Fictitious Name

ALL COUNTIES PAINTING

Filing Information

Registration Number	G24000072037
Status	ACTIVE
Filed Date	06/10/2024
Expiration Date	12/31/2029
Current Owners	1
County	MULTIPLE
Total Pages	2
Events Filed	1
FEI/EIN Number	NONE

Mailing Address

4341 SW 73 TERRACE
DAVIE, FL 33314

Owner Information

PEOPLE'S CHOICE PAINTING, LLC
4341 SW 73 TERRACE
DAVIE, FL 33314
FEI/EIN Number: APPL
Document Number: L24000254691

Document Images

06/10/2024 -- Fictitious Name Filing — View image in PDF format

12/06/2024 -- CHANGE NAME/ADDRESS — View image in PDF format

Previous on List Next on List Return to List

Filing History

Fictitious Name Search
Submit

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G24000072037

Fictitious Name to be Registered: ALL COUNTIES PAINTING

Mailing Address of Business: 4341 SW 73 TERRACE
DAVIE, FL 33314

Florida County of Principal Place of Business: MULTIPLE

FEI Number:

FILED
Jun 10, 2024
Secretary of State

Owner(s) of Fictitious Name:

PEOPLES CHOICE PAINTING, LLC
4341 SW 73 TERRACE
DAVIE, FL 33314 US
Florida Document Number: L24000254691
FEI Number: Applied for

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

STEVEN LANDIS — 06/10/2024

Electronic Signature(s) — Date

Certificate of Status Requested ( ) **Certified Copy Requested ( )**

Moon, Matthew T.

To: Jamie Valentine
Subject: RE: FPEOPLES CHOICE PAINTING, LLC / L24000254691

From: Jamie Valentine <jvalentine@klaubergoldman.com>
Sent: Friday, December 6, 2024 9:12 AM
To: ficaddresschange@dos.myflorida.com
Subject: FW: FPEOPLES CHOICE PAINTING, LLC / L24000254691
Importance: High

G24000135225

Good morning, we amended the name and just need to update the owners name to the fictious name (it was only missing an apostrophe). Please see below entity and highlighted change:

Fictitious Name
ALL COUNTIES PAINTING

Filing Information

Registration Number	G24000072037
Status	ACTIVE
Filed Date	06/10/2024
Expiration Date	12/31/2029
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address
4341 SW 73 TERRACE
DAVIE, FL 33314

Owner Information
PEOPLES CHOICE PAINTING, LLC
4341 SW 73 TERRACE
DAVIE, FL 33314
FEI/EIN Number: APPL
Document Number: L24000254691

Let me know if you have any questions.

Jamie Valentine, FRP
Real Estate Paralegal

KLAUBER GOLDMAN

M. MOON
DEC 11 2024

T 954.424.9666 F 954.424.7627
jvalentine@KlauberGoldman.com
KlauberGoldman.com

8751 West Broward Boulevard
Suite 410
Plantation, Florida 33324



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ded without a manually affixed signature on an original document.

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company
PEOPLE'S CHOICE PAINTING, LLC

Filing Information

Document Number	L24000254691
FEI/EIN Number	NONE
Date Filed	06/04/2024
Effective Date	06/04/2024
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	12/04/2024
Event Effective Date	NONE

Principal Address

4341 SW 73 TERRACE
DAVIE, FL 33314

Mailing Address

4341 SW 73 TERRACE
DAVIE, FL 33314

Registered Agent Name & Address

KLAUBER GOLDMAN, P.A.
8751 WEST BROWARD BOULEVARD
410
PLANTATION, FL 33324

Address Changed: 12/04/2024

Authorized Person(s) Detail

Name & Address

Title AMBR

LANDIS, STEVE
4341 SW 73 TERRACE
DAVIE, FL 33314

Title AMBR

TERWILLIGER, GREGORY
2031 NW 86 AVENUE
PEMBROKE PINES, FL 33024

Annual Reports

No Annual Reports Filed

Document Images

12/04/2024 -- LC Name Change	View image in PDF format
06/04/2024 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-054- Approve Amendment No. 1 to amend Contract No. CS24-053 for the Citywide Painting & Coating Services and change the business name from Mario's Painting and Services, Inc. to Mario's Painting and Construction, Inc.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-054.

Explanation of Request: On January 7, 2025, by Resolution R25-008, Commission approved the authorization of the Mayor to sign agreements with four primary contractors and two alternate contractors for RFQ No. CS24-053 Prequalification of Contractors for Citywide Painting & Coating Services.

The City of Boynton Beach entered into a contract with Mario's Painting and Services, Inc. as an alternate contractor on January 7, 2025. Mario's Painting and Services, Inc. has now changed its legal business name and is now known as Mario's Painting and Construction Inc.

Staff recommends the City Commission approve and authorize the Mayor to sign Amendment No. 1 changing the company/firm name from Mario's Painting and Services, Inc. to Mario's Painting and Construction, Inc.

How will this affect city programs or services? The request to change the business name will not affect the City Programs or Services.

Budgeted Item: Yes

Account Line Item and Description: Budgeted from CIP funded accounts.

Fiscal Impact: There's no fiscal impact as a result of this approval.

Attachments:
R25-054 Agenda_Item_2802-2025_Amendment_to_assign_business_name_to_Mario_s_Painting_and_Construction__Inc..(Amendment_1.pdf
Sunbiz
Sunbiz Articles of Name Change
R25-008 Citywide Painting - Marios Painting - Executed Contract .pdf
W9 2025.pdf

RESOLUTION NO. R25-054

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING FIRST AMENDMENT TO CONTRACT NO. CS24-053 TO CHANGE VENDOR NAME FROM MARIO'S PAINTING AND SERVICES, INC. TO MARIO'S PAINTING AND CONSTRUCTION, INC.; AND FOR ALL OTHER PURPOSES

WHEREAS, the Commission of the City of Boynton Beach passed Resolution R25-008, which authorized the Mayor to sign agreements with four primary contractors and two alternate contractors for the Request for Qualifications ("RFQ") No. CS24-053 for City-wide painting and coating services; and

WHEREAS, on January 7, 2025, the City entered into an agreement with Mario's Painting and Services, Inc. pursuant to Resolution R25-008; and

WHEREAS, Mario's Painting and Services, Inc. changed its company name to Mario's Painting and Construction, Inc.; and

WHEREAS, all remaining terms and conditions of the January 7, 2025, Agreement shall remain in full force and effect.

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the First Amendment to the Agreement in order to update and change the company name from Mario's Painting and Services, Inc. to Mario's Painting and Construction, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the First Amendment to the January 7, 2025, Agreement in order to update and change the company name from Mario's Painting and Services, Inc. to Mario's Painting and Construction, Inc., in form and substance similar to that attached as Exhibit A.

SECTION 3. All remaining terms and conditions of the January 7, 2025, Agreement shall remain in full force and effect.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the First Amendment. The Mayor is further authorized to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

SECTION 5. Upon full execution of the Amendment, the Amendment shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by section 163.01(11), Florida Statutes.

SECTION 6. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND MARIO'S PAINTING AND SERVICES, INC. FOR PREQUALIFICATION OF CONTRACTORS FOR CITYWIDE PAINTING & COATING SERVICES

This 1ST Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Mario's Painting and Services, Inc., a corporation registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On January 7, 2025, the Parties entered into Contract No. CS24-053 (the "Agreement") for Prequalification of Contractors for Citywide Painting & Coating Services.

B. The Parties desire to amend the Agreement to change the company name for Mario's Painting and Services, Inc. to Mario's Painting and Construction, Inc.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

Company Name Change. From Mario's Painting and Services, Inc. to Mario's Painting and Construction, Inc.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City with respect to any of the matters covered by the Agreement.

6. The effective date of this Amendment shall be the date of complete execution by the Parties.

7. This Amendment may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

CITY

CITY OF BOYNTON BEACH

By_____
May or

____ day of _____, 2025

Attest:_____

City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

MARIO'S PAINTING AND CONSTRUCTION, INC.

By_____
Authorized Signer

Jaban Viera, VP
Print Name and Title

19 day of Feb, 2025

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
MARIO'S PAINTING AND CONSTRUCTION INC

Filing Information

Document Number	P01000008881
FEI/EIN Number	65-1109602
Date Filed	01/24/2001
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	02/12/2025
Event Effective Date	NONE

Principal Address

911 NW 209th AVENUE
Suite 104
PEMBROKE PINES, FL 33029

Changed: 01/24/2023

Mailing Address

911 NW 209th AVENUE
Suite 104
PEMBROKE PINES, FL 33029

Changed: 01/24/2023

Registered Agent Name & Address

CAVADIA, MARIO
12698 NW 102 AVENUE
HIALEAH GARDENS, FL 33018

Officer/Director Detail

Name & Address

Title President

CAVADIA, MARIO
12698 NW 102 AVENUE
HIALEAH GARDENS, FL 33018

Title VP

Viera, Jason
922 Southwest 176th Avenue
Pembroke Pines, FL 33029

Annual Reports

Report Year	Filed Date
2022	02/01/2022
2023	01/24/2023
2024	01/20/2024

Document Images

02/12/2025 -- Name Change	View image in PDF format
11/13/2024 -- Name Change	View image in PDF format
01/20/2024 -- ANNUAL REPORT	View image in PDF format
01/24/2023 -- ANNUAL REPORT	View image in PDF format
02/01/2022 -- ANNUAL REPORT	View image in PDF format
01/15/2021 -- ANNUAL REPORT	View image in PDF format
02/21/2020 -- ANNUAL REPORT	View image in PDF format
04/21/2019 -- ANNUAL REPORT	View image in PDF format
04/22/2018 -- ANNUAL REPORT	View image in PDF format
04/27/2017 -- ANNUAL REPORT	View image in PDF format
03/17/2016 -- ANNUAL REPORT	View image in PDF format
04/06/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
04/04/2013 -- ANNUAL REPORT	View image in PDF format
04/02/2012 -- ANNUAL REPORT	View image in PDF format
04/29/2011 -- ANNUAL REPORT	View image in PDF format
03/11/2010 -- ANNUAL REPORT	View image in PDF format
04/30/2009 -- ANNUAL REPORT	View image in PDF format
04/03/2008 -- ANNUAL REPORT	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format
04/11/2006 -- ANNUAL REPORT	View image in PDF format
04/14/2005 -- ANNUAL REPORT	View image in PDF format
03/03/2005 -- Name Change	View image in PDF format
04/16/2004 -- ANNUAL REPORT	View image in PDF format
04/25/2003 -- ANNUAL REPORT	View image in PDF format
12/23/2002 -- ANNUAL REPORT	View image in PDF format
01/24/2001 -- Domestic Profit	View image in PDF format

P01000098881

Page 1 of 5

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H25000053503 3)))

H250000535033ABCX

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)617-6380

From:
Account Name : ATESIANO TAX SERVICES
Account Number : I20190000123
Phone : (305)928-1137
Fax Number : (786)349-4952

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: jason@mariospaint.com

RECEIVED
2025 FEB 12 AM 9:59

FILED
2025 FEB 12 PM 4:57

COR AMND/RESTATE/CORRECT OR O/D RESIGN
MARIO'S PAINTING AND CONSTRUCTION

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J. HORNE

FEB 13 2025

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Articles of Amendment
to
Articles of Incorporation
of

FILED
2025 FEB 12 PM 4:57

MARIO'S PAINTING AND CONSTRUCTION

(Name of Corporation as currently filed with the Florida Dept. of State)

P01000008881

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this ***Florida Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

A. **If amending name, enter the new name of the corporation:**

MARIO'S PAINTING AND CONSTRUCTION INC *The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp," "Inc," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

B. **Enter new principal office address, if applicable:**
(Principal office address MUST BE A STREET ADDRESS)

C. **Enter new mailing address, if applicable:**
(Mailing address MAY BE A POST OFFICE BOX)

D. **If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent

(Florida street address)

New Registered Office Address: _____, Florida _____
(City) *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

Check if applicable
☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

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Pg. 3 of 5

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change	PT	John Doe
X Remove	V	Mike Jones
X Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ___ Change			
___ Add			
___ Remove			
2) ___ Change			
___ Add			
___ Remove			
3) ___ Change			
___ Add			
___ Remove			
4) ___ Change			
___ Add			
___ Remove			
5) ___ Change			
___ Add			
___ Remove			
6) ___ Change			
___ Add			
___ Remove			

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E. If amending or adding additional Articles, enter change(s) here:
(Attach *additional sheets, if necessary*). *(Be specific)*

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(*if not applicable, indicate N/A*)

250000535033

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) **(CHECK ONE)**

☐ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.

■ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by P-MARIO CAVADIA AND VP- JASON VIERA."
(voting group)

Dated 02/11/2025

Signature Jason Viera

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

JASON VIERA
(Typed or printed name of person signing)

VICE PRESIDENT
(Title of person signing)

RESOLUTION NO. R25-008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR QUALIFICATIONS NO. CS24-053 FOR PRE-QUALIFICATION OF CONTRACTORS FOR CITYWIDE PAINTING & COATING SERVICES TO ALL COUNTIES PAINTING, LLC, RMJ MAINTENANCE CORP., MAV PAINT CONTRACTORS, INC., AND THOUSAND AND ONE PAINTING, AS PRIMARY CONTRACTORS, AND MARIOS PAINTING AND SERVICES, INC., AND FIVE12 PAINTING & REMODELING AS ALTERNATE CONTRACTORS; APPROVING AGREEMENTS WITH THE AWARDED CONTRACTORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on September 30, 2024, a Request for Qualification ("RFQ") was advertised and submittals were opened, wherein the City received a total of eleven proposals to RFQ CS24-053 for the Pre-Qualification of Contractors for Citywide Painting & Coating services; and

WHEREAS, a Public Evaluation/Selection Committee meeting consisting of City staff evaluated, scored, and ranked eleven (11) proposals and recommends awarding the six (6) top-ranked proposers a contract; and

WHEREAS, the four (4) top-ranked proposers were ranked as Primary Painting Contractors, with the remaining two (2) proposers as Alternate Painting Contractors; and

WHEREAS, the Public Evaluation/Selection Committee has ranked the proposals as follows:

<u>Primary</u>

Rank 1 – All Counties Painting, LLC d/b/a People's Choice Pressure Cleaning & Painting

Rank 2 – RMJ Maintenance Corp.

Rank 3 – MAV Paint Contractors, Inc.

Rank 4 – Thousand and One Painting

<u>Alternate</u>

Rank 5 – Mario's Painting and Services, Inc.

Rank 6 – FIVE12 Painting & Remodeling; and

WHEREAS, the initial term of the awarded contract is for a three (3) year term, with an

option for two (2) one-year renewal terms contingent upon satisfactory performance and determination that it is in the City's best interest to renew the contract; and

WHEREAS, projects will be initiated by the City based on individual, informal solicitations advertised to all pre-qualified painting contractors in compliance with City purchasing policies and procedures; and

WHEREAS, the intent of the RFQ is to establish a pool of pre-qualified contractors that can quickly compete for Citywide Painting & Coating projects under $50,000; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to award Request For Qualifications No. CS24-053 for Pre-Qualification of Contractors for Citywide Painting & Coating Services to All Counties Painting, LLC, RMJ Maintenance Corp., Mav Paint Contractors, Inc., and Thousand and One Painting, As primary Contractors, and Mario's Painting and Services, Inc., and Five12 Painting & Remodeling as alternate Contractors, and approve Agreements with the Awarded Contractors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby award Request for Qualifications No. CS24-053 for Pre-Qualification of Contractors for City-wide Painting and Coating Services to primary proposers All Counties Painting, LLC d/b/a People's Choice Pressure Cleaning & Painting, RMJ Maintenance Corp., MAV Paint Contractors, Inc., and Thousand and One Painting, and to Alternate proposers Mario's Painting and Services, Inc. and FIVE12 Painting & Remodeling, in accordance with the criteria set forth in RFQ No. CS24-053.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve Citywide Painting & Coating Services Agreements between Primary proposers All Counties Painting, LLC d/b/a People's Choice Pressure Cleaning & Painting, RMJ Maintenance Corp., MAV Paint Contractors, Inc., and Thousand and One Painting, and to Alternate proposers Mario's Painting and Services, Inc. and FIVE12 Painting & Remodeling and the City for Citywide

Painting & Coating Services in accordance with the criteria set forth in RFQ No. CS24-053 for a period of three (3) years for fiscal years ending on December 17, 2027, for an annual amount not to exceed $50,000, in form and substance similar to the Agreements with the Primary and Alternate proposers attached as **Composite Exhibit A**.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreements. The Mayor is further authorized to execute any term extension amendments and ancillary documents required under the Agreements or necessary to accomplish the purposes of the Agreements and this Resolution.

SECTION 5. The City Clerk shall retain the fully executed Agreements as a public record of the City. A copy of the fully executed Agreements shall be provided to Andrew Rozwadowski to forward to the Contractors.

SECTION 6. This Resolution shall take effect in accordance with law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED this 7th day of January 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Aimee Kelley	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin		

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

T. Penserga 1/8/2025

Ty Penserga
Mayor

APPROVED AS TO FORM:

S. Lamb

Shawna G. Lamb
City Attorney

CITYWIDE PAINTING & COATING SERVICES

The Agreement ("Agreement"), is entered into between the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of **100 East Ocean Ave., Boynton Beach, FL 33435**, hereinafter referred to as "CITY", and **Mario's Painting and Services, Inc.** a corporation authorized to do business in the State of Florida, with a business address of **911 NW 209th Avenue, Suite 104, Pembroke Pines, FL 33029** , hereinafter referred to as the "CONTRACTOR." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The CONTRACTOR is retained by the CITY as a **Alternate** contractor to perform services in connection with the **RFQ No. CS24-053 – CITYWIDE PAINTING & COATING SERVICES.**

2. **SCOPE OF SERVICES / ORDERING PROCESS**.

a. CONTRACTOR agrees to furnish all necessary labor, materials, equipment, supplies, and supervision required to perform Citywide Painting and Coating Services, defined as projects less than $50,000 (the "Services") by way of individual task orders (each a "Task Order"), at the request of the CITY, on an as-needed basis during the Term of this Agreement. All Services shall be performed in accordance with the terms and conditions of the Contract Documents, which are comprised of the RFQ, CONTRACTOR's Proposal, this Agreement, and any Task Order.

b. Citywide painting projects will be initiated by the CITY upon issuance of a solicitation, or task order, and shall be advertised to all primary pre-qualified contractors. CONTRACTOR shall be required to respond to each advertisement when requested, whether by offer or response of "no bid." If the CONTRACTOR fails to respond to more than three (3) consecutive requests for proposals by the CITY, the firm shall be removed from the primary prequalification pool and all subsequent bidding opportunities under this contract.

c. If a primary pre-qualified contractor is removed from the qualification pool, the next highest-ranked alternate will be added to the primary prequalification pool.

d. Task Orders. The specific scope of work for each project will be described in a Task Order. Each Task Order shall identify the location, scopeof work, compensation, any applicable general or special conditions, and the project schedule, and shall be signed by the CITY and CONTRACTOR. Time shall be of the essence for each Task Order.

e. No project under this contract shall require bid, payment, or performance bonds unless specifically noticed in the solicitation or task order.

3. **TIME FOR PERFORMANCE**. Services under this Agreement shall commence upon written notice by the City to the CONTRACTOR to proceed with a Task Order and Purchase Order. CONTRACTOR shall perform all services required pursuant to this Agreement and the specific Task Order during the time period specified in the Task Order. CONTRACTOR shall complete each executed Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

4. **TERM**. The initial Agreement period shall be for an initial term of three (3) years, commencing on 1/7/25 ("Effective Date") and shall remain in effect through 1/6/28 ("Initial Term"). The CITY reserves the right to renew the Agreement for **two (2) one-year** renewals (each a "Renewal") subject to CONTRACTOR acceptance, satisfactory performance as determined by the CITY, and determination by

the CITY that renewal will be in the best interest of the CITY. Such Renewals are only effective and valid if they are in writing and signed by each party's authorized representative. Both the Initial Term and any Renewal(s) shall be collectively referred to as the "Term."

5. **PAYMENT**. The CONTRACTOR shall be paid by the CITY for completion of work performed under each Task Order at the lump sum or unit prices presented by the CONTRACTOR and accepted by the CITY.

a.The CONTRACTOR shall submit an invoice to the CITY for completion for work that has been completed and has been inspected and accepted by the CITY. The date of the invoices shall not exceed 30 calendar days from the completion of the work. Under no circumstances shall the invoice be submitted to the CITY in advance of the delivery and acceptance of the work.

b. Payment as provided in this section by the CITY shall be full compensation for services performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

c. The CONTRACTOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

d. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **SITE CONDITIONS**. CONTRACTOR shall have the sole responsibility of satisfying itself concerning the nature and location of the work and the general conditions, which can in any way affect the performance of the work or the cost associated therewith.

7. **WARRANTY**. CONTRACTOR agrees to correct all work found by CITY to be defective or not in conformance with this Agreement and any Task Order for a period of one year completion of the work.

8. **OWNERSHIP AND USE OF DOCUMENTS**. All documents, drawings, specifications, and other materials produced by the CONTRACTOR in connection with the Services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with CONTRACTOR's endeavors.

9. **FUNDING**. This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

10. **PRICES**. CONTRACTOR shall perform the Services for the prices set forth in each Task Order.

11. **COMPLIANCE WITH LAWS.** CONTRACTOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this agreement.

12. **INDEMNIFICATION**.

a. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense through the conclusion of any appeals, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the CONTRACTOR, its employees, agents, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or

consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

b. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

c. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

13. **INSURANCE**.

a. During the performance of the Work under this Agreement, CONTRACTOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management. All polices shall be written by an insurance company authorized to do business in Florida. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any Work pursuant to this Agreement:

1) **Worker's Compensation Insurance**: The CONTRACTOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

2) **Comprehensive General Liability**: The CONTRACTOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 12, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence, and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

3) **Business Automobile Liability**: The CONTRACTOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The CONTRACTOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

4) **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY, depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

b. CONTRACTOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

c. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded to the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be

suspended, voided, or cancelled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

d. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the Term of the Agreement.

14. **INDEPENDENT CONTRACTOR**. The CONTRACTOR and the CITY agree that the CONTRACTOR is an independent contractor with respect to the Work provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of CONTRACTOR.

15. **COVENANT AGAINST CONTINGENT FEES**. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that CONTRACTOR has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. **DISCRIMINATION PROHIBITED**. The CONTRACTOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

17. **ASSIGNMENT**. The CONTRACTOR shall not sublet or assign any of the Services covered by this Agreement without the express written consent of the CITY.

18. **NON-WAIVER**. Waiver by the CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

19. **TERMINATION**.

a. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) days of written notice by the CITY to the CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed through the termination date, including services reasonably related to termination. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the CITY against loss pertaining to this termination.

b. **Termination for Cause**. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause by CITY for reasons including, but not limited to, CONTRACTOR's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

c. In the event of the death of a member, partner, or officer of the CONTRACTOR, or any of its supervisory personnel assigned to the project, the surviving members of the CONTRACTOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the CITY. This section shall not be a bar to renegotiating this Agreement between surviving members of the CONTRACTOR and the CITY, if the CITY so chooses.

d. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

e. In addition to any termination rights stated in this Agreement, CITY shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by CITY due to CONTRACTOR's failure to comply with any term(s) of this Agreement.

20. **DISPUTES**. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

21. **NOTICE**. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave.,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Copy to:

Shawna G. Lamb, City Attorney
100 East Ocean Ave.,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to CONTRACTOR shall be sent to the following address:

ATTN: Jason Viera
Address: 911 NW 209th Ave Suite 104
Pembroke Pines, FL 33029
Phone:954-815-6198
Email: info@mariospaint.com

22. **PUBLIC RECORDS**. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

a. Keep and maintain public records required by the CITY to perform the Work;

b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession once the CONTRACTOR transfers the records in its possession to the CITY; and

d. Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by

CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

23. **UNCONTROLLABLE FORCES**.

a. Neither the CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and beyond the non-performing party's reasonable control. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

b. Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

24. **SCRUTINIZED COMPANIES**. By execution of this Agreement, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error, then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

25. **E-VERIFY**. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

i. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

ii. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

iii. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

i. All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract;

ii. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and

iii. The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

26. **MISCELLANEOUS**.

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. CITY and CONTRACTOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

C. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

D. Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the CONTRACTOR, as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

E. At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

F. It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, city, state, and federal agencies as applicable.

G. This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, any Task Order, the solicitation, and the CONTRACTOR's bid proposal, this Agreement shall govern then, any Task Order, then the solicitation, and then the bid proposal. This Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

H. This Agreement will take effect on the Effective Date. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

I. Non-Exclusive; No Guaranty. This Agreement is non-exclusive, and the CITY reserves the right to award other contracts for work that fall within the scope of this Agreement. No Task Order(s) or minimum amount of work or compensation is guaranteed under this Agreement.

J. Services Provided in Response to Natural Disaster / Emergency. CONTRACTOR provides services that the CITY may require in the event of a hurricane or other disaster. CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds that will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. CONTRACTOR desires to be eligible to be awarded disaster work and be compensated through federal funds. The CITY and CONTRACTOR agree that with respect to any services or work performed or provided by CONTRACTOR or its subcontractors under the Agreement arising or related to a disaster event, the provisions set forth in the FEMA Addendum (the "FEMA Requirements"), a copy of which is attached hereto and incorporated herein by reference, shall apply. The FEMA Requirements shall only modify this Agreement upon the provision by CONTRACTOR of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail

27. **DEFAULT OF CONTRACT & REMEDIES.**

A. **Correction of Work.** If, in the judgment of CITY, Work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the Work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

B. **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR :

I. The abandonment of the project by CONTRACTOR for a period of more than seven (7) business days.

II. The abandonment, unnecessary delay, refusal of, or failure to comply with any of

the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

III. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR 's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

IV. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

V. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR 's assets, or for CONTRACTOR 's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR 's assets, or for CONTRACTOR 's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

C. **Remedies in Default**. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) business days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

i. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable.

ii. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR the costs incident thereto to such default.

iii. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

iv. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies.

28. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

29. **TRUTH-IN-NEGOTIATION CERTIFICATE.**

A. Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged to the CONTRACTOR's most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside vendors. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

30. **ENTITIES OF FOREIGN CONCERN.** CONTRACTOR will have access to an individual's personal identifying information under this Agreement. CONTRACTOR represents and certifies: (i) CONTRACTOR is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (iii) CONTRACTOR is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to CONTRACTOR and any subcontractor having access to personal identifying information pursuant to this Agreement, CONTRACTOR and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

31. **ANTI-HUMAN TRAFFICKING.** On or before the Effective Date of this Agreement, CONTRACTOR shall provide CITY with an affidavit attesting that the CONTRACTOR does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

32. **PUBLIC ENTITY CRIME ACT**. CONTRACTOR represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. CONTRACTOR further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

38. **COUNTRIES OF CONCERN**. CONTRACTOR represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this 3 day of December, 2024.

CITY OF BOYNTON BEACH

Ty Penserga, Mayor 1/8/2025

VENDOR

Jason Viera

Print Name of Authorized Official

Vice President

Title

RICARDO DOMINGUEZ
MY COMMISSION #HH119264
EXPIRES: MAY 07, 2025
Bonded through 1st State Insurance

(Corporate Seal)

Attest/Authenticated:

Lyanne Viera

Print Name

Approved as to Form:

S. Lamb

Office of the City Attorney

Attested/Authenticated:

Office of the City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPENDIX 'C'

FEMA REQUIREMENTS

FEMA REQUIREMENTS

The FEMA Requirements shall only modify the Contract upon the provision by the Contractor of work or services required as a result of a disaster.

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

FEMA Requirements. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the **"FEMA Requirements")** shall apply. **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.** The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.**

C. **Payment**. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. The contractor shall submit invoices covering no more than a 30-day period.

D. **Remedies**.

(1) Legal Remedies. The city may enforce any breach of contract through a city-initiated lawsuit in a court of competent jurisdiction to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law to cure, remove, prevent, or end a violation of any provision of this article. The City shall recover its court costs and reasonable attorneys' fees in any legal proceedings commenced to enforce the contract.

(2) Additional Remedies. In addition to any other remedies provided for in the contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by the Contractor, the Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

These remedies are cumulative and the use of any appropriate remedy shall not constitute an election of other remedies by the City. The use of one remedy shall not preclude the use of any other remedy. Nothing in this article shall prohibit the City from enforcing the requirements of this article by any other legal means.

E. **Termination or Suspension of Contract**.
The City may, by written notice to the Contractor, suspend any or all of the City's obligations under the Contract due to the Contractor's failure to comply with applicable law or the terms of the Contract until such time as the event or condition resulting in such suspension has ceased or been corrected.

F. **Termination for Cause**. The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5)-calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

G. **Termination for Convenience**. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

H. **Changes to Contract**. Changes to the Contract terms and conditions which are within the scope of the Contract, reasonable for completion of the contract scope, allowable under FEMA regulations, and mutually agreed, may be made part of the Contract by written amendment duly executed by City and Contractor.

I. **Equal Employment Opportunity**.
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, his contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph **(1)** and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

J. **Civil Rights**.
(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) **Age**. In accordance with section 4 of the Age Discrimination in Employment Act of 19671 as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) **Disabilities**. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

K. **Davis Bacon Act and Copeland Anti-Kickback Act**.
(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act (if applicable)

(1) The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) The Contractor agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) The Contractors will pay wages not less than once a week.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

L. **Contract Work Hours and Safety Standards Act.**
(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

M. **Rights to Inventions Made Under a Contract or Agreement.**

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

N. **Clean Air Act and the Federal Water Pollution Control Act**.
(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

O. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**. (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

e. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

f. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

P. **Certification Regarding Use of Contract Funds for Lobbying - Byrd Anti-Lobbying.**

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II)

Contractors with contracts of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to FEMA.

(1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such recipients shall certify and disclose accordingly.

e. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

P. **Procurement of Recovered Materials.**

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Q. **Compliance with Federal Law, Regulations, and Executive Orders.**

(Applicable to all FEMA contracts)

This is an acknowledgment that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives as applicable, and as amended from to time, including but not limited to:

a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
b. Resource Conservation and Recovery Act
c. National Historic Preservation Act
d. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

R. **Compliance with State and Federal Reporting Requirements**. The contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

S. **Immigration and Naturalization Act**.
(Applicable to all FEMA contracts}

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

T. **Indemnity of Funding Entities**.
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration), and the City and their officers, agents, employees, and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees, and subcontractors' acts or omissions associated with this Contract.

U. **Performance and Payment Bonds**.
(Applicable to all FEMA Construction Contracts}

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials, and laborers. Said bonds shall be subject to approval by the City.

V. **Materials and Supplies**.
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials, and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

W. **Access to Records**.
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(5) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

X. **DHS Seal, Logo and Flags**.
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials without specific FEMA approval.

Y. **Fraud and False or Fraudulent or Related Acts**.
(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Z. **No Obligation by the Federal Government**.
(Applicable to all FEMA contracts)

The Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract.

AA. **Additional FEMA Provisions**.

(1) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(2) Copyrights and Data Rights. The Contractor grants to the City a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

BB. **Subcontracts**. (Applicable to all FEMA contracts)
To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

ATTACHMENT "A"

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if a Certificate is provided upon selection of vendor.)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCE ADVISORY FORM

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Mario's Painting and Construction, Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

911 NW 209th Ave Suite 104

6 City, state, and ZIP code

Pembroke Pines, FL 33029

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

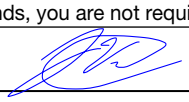
6	5	–	1	1	0	9	6	0	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 1/14/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-055- Approve the auction of the vehicles/equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneer JJ Kane Auctioneers piggybacking Sourcewell RFP 110421.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-055.

Explanation of Request:

The Fleet Management & Mobility Division is submitting twenty-five (25) units to be disposed of at auction using the online auctioneer JJ Kane Auctioneers. The proceeds will generate revenue for the Fleet Maintenance Fund. The division has verified that the units are no longer of use and has completed all proper documentation for disposal.

The City is currently piggybacking a contract with J.J Kane LLC through Sourcewell RFP# 110421. This agreement has been effective since July 17th, 2023, and provides the City great monetary value when it comes to re-selling City vehicles.

The City of Boynton Beach effectively saves both time and money by piggybacking contracts in accordance with NIGP (National Institute of Governmental Purchasing) best practices. By leveraging existing contracts awarded by other government entities, the city avoids the time-consuming process of competitive bidding for every purchase, thus streamlining procurement and expediting the delivery of goods and services. This approach not only reduces administrative costs but also ensures access to pre-negotiated, often more favorable pricing, benefiting from the collective bargaining power of larger groups. Adopting NIGP best practices further ensures transparency, compliance, and the effective use of taxpayer funds, while maintaining high standards of procurement efficiency.

How will this affect city programs or services?

The disposal of obsolete, damaged, and surplus vehicles/equipment will eliminate the need to store them and allow the Finance Department to remove them from the City's fixed asset records.

Account Line Item and Description:

Fleet- Sale of Surplus- GL Account 501-0000-365.01-00

Fiscal Impact: The revenue generated from the sale of surplus vehicles/equipment will be placed in the Fleet Management & Mobility Fund and will be used for the future procurement of vehicles/equipment.

Attachments:
R25-055 Agenda_Item_2747-2025_Vehicle_and_equipment_auction_using_JJ_Kane.pdf
Exhibit A to Resolution - Vehicle Surplus List - February - March 2025
JJ_Kane_Contract_Agreement

RESOLUTION NO. R25-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE AUCTION OF THE VEHICLES/EQUIPMENT SUBMITTED BY THE FLEET MAINTENANCE DIVISION FOR DISPOSAL BY USING THE ONLINE AUCTIONEERS JJ KANE AUCTIONEERS; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on August 15, 2023, the City Commission approved Resolution No. R23-102 approving an Agreement with JJ Kane Auctioneers to facilitate the sale at public auction of City-owned vehicles and equipment that have been identified as surplus; and

WHEREAS, the Fleet Maintenance and Mobility Division is submitting twenty-five (25) units to be disposed of at auction by using the online auctioneer JJ Kane Auctioneers; and

WHEREAS, the Division has verified that the units are no longer of use and have completed all proper documentation for disposal, and requests the City Commission's review, evaluation, and approval to sell the surplus vehicles/equipment; and

WHEREAS, the proceeds will generate revenue for the Fleet Maintenance Fund; and

WHEREAS, the City Commission, upon recommendation of staff, has deemed it to be in the best interests of the citizens and residents of the City to approve the auction of the Vehicles/Equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneers JJ Kane Auctioneers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the auction of the Vehicles/Equipment submitted by the Fleet Maintenance and Mobility Division for disposal by using the online auctioneers, JJ Kane Auctioneers. A copy of the Vehicle List to be auctioned is attached hereto and incorporated herein as **Exhibit A.**

SECTION 3. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Public Works Department

Fleet Management & Mobility Division

Vehicle Surplus List - February - March 2025

UNIT	YEAR	MAKE	MODEL	DESCRIPTION	VIN # OR SERIAL #	DEPARTMENT
894	2018	FORD	FUSION	MID SIZE SEDAN	3FA6P0G77JR270214	FIRE
4961	2019	FORD	EXPLORER	SPORT UTILITY MID PURSUIT	1FM5K8AR3KGA28876	POLICE
4860	2018	FORD	EXPLORER	SPORT UTILITY MID PURSUIT	1FM5K8AR4JGB46370	POLICE
3732	2017	FORD	FUSION	MID SIZE SEDAN PURSUIT	3FA6P0G76HR369195	POLICE
7800	2018	FORD	EXPLORER	SPORT UTILITY MID PURSUIT	1FM5K8ARXJGB46373	POLICE
4963	2019	FORD	EXPLORER	SPORT UTILITY MID PURSUIT	1FM5K8AR7KGA28878	POLICE
4006	2010	CHEVROLET	EXPRESS	CARGO VAN 3/4T LOW ROOF	1GCZGFBG0A1132946	POLICE
4960	2019	FORD	EXPLORER	SPORT UTILITY MID PURSUIT	1FM5K8AR1KGA28875	POLICE
3727	2017	FORD	ESCAPE	SPORT UTILITY COMPACT	1FMCU0F7XHUD67493	POLICE
8560	2015	TORO	GROUNDMASTER 7	MOWER 72" DIESEL	314000127	PARKS & GROUNDS
892	2016	CHEVROLET	TAHOE	SPORT UTILITY FULL SIZE	1GNSKFKC1GR120934	SOLID WASTE
3406	2014	FORD	EXPLORER	SPORT UTILITY MID SIZE	1FM5K7B8XEGC49556	INTERNAL INVESTIGATIONS
5914	2022	SUZUKI	LT-A7550XMS	ATV	SSADW11A7N7100448	FIRE
1874	2018	PETERBILT	520 AUTOMATED SI	PETERBILT W/NEW WAY	3BPDLJ0X9JF191402	SOLID WASTE
8606	2006	TOYOTA	7FBEU20	ELECTRIC FORKLIFT	13932	FLEET
8705	2008	WELLS CARGO	EW2025W	ENCLOSED 15' TRAILER	1WC200C2503015378	FIRE
2639	2016	FORD	TRANSIT T350	CARGO VAN 1 TON HIGH ROOF	1FTBF4XG8GKB48204	FACILITIES
740	2014	FORD	FOCUS	COMPACT SEDAN	1FADP3E27EL323322	FLEET
1688	2016	PETERBILT	320 FRONT LOADEF	PETERBILT W/HEIL	3BPZL70X1GF104741	SOLID WASTE
4435	2018	BMW	X4	MID SIZE SEDAN	5UXTR9C51JLD06169	POLICE
7604	2016	FORD	FOCUS	COMPACT SEDAN	1FADP3F25GL310991	UTILITY ADMIN
1860	2018	MACK	LR613	AUTOMATED SIDE LOAD	1M2LR02C7JM003347	SOLID WASTE
3912	2019	CHEVROLET	TAHOE	FULL SIZE SUV PURSUIT	1GNLCDEC7KR317438	POLICE
8109	2000	DITCH WITCH	3700	OPEN TRAILER	TRL8109	WATER DISTRIBUTION
1141	2006	WORKHORSE	W31842	ENCLOSED VAN	5B4HPD2V363417575	FACILITIES



Contact: Dave Persad
Seller Name: The City of Boynton Beach
Express Mail Address (No P.O. Boxes):

222 NE 9th Ave
Boynton Beach, FL 33435

Phone: 561-742-6215
Email: persadd@bbfl.us

Date Emailed To Seller: 7.17.2023

This agreement (this "Agreement"), effective as of July 17th 2023, is by and among The City of Boynton Beach (hereinafter called "Seller"), J.J. Kane Exchange, LLC ("Exchange"), and J.J. Kane Associates Inc. d/b/a "J.J. Kane Auctioneers," "Ken Porter Auctions" and "First Capitol Auction" ("Associates" and, together with Exchange, hereinafter called "Auctioneer"), acting as agent for Seller. Seller and Auctioneer, intending to be legally bound, hereby agree as follows:

1) Term and Termination. The term of this Agreement shall begin on the date hereof and shall continue until terminated by either party hereto. Either party hereto may terminate this Agreement at any time upon 60 days' prior written notice to the other party. Upon termination of this Agreement, Auctioneer shall provide written notice to Seller describing any unsold Auction Items (defined below) and, unless otherwise mutually agreed to by the parties hereto, Auctioneer shall be permitted to attempt to sell such Auction Items at auction for an additional 60 days following the effective date of the termination of this Agreement. At the end of such additional 60 day period, any unsold Auction Items will be released to Seller; provided, that Seller shall be required to reimburse Auctioneer for any and all expenses incurred by Auctioneer in connection with the transportation, storage, decommissioning, and other related costs of preparing such unsold Auction Items for sale prior to Auctioneer's release of such Auction Items to Seller.

2) Engagement.
   a) Seller hereby engages Auctioneer to facilitate the sale at public absolute auction sale Seller's property identified by Seller (the "Auction Item"), excluding any chemicals, hazardous materials or other environmentally unsafe equipment or materials unless mutually agreed upon in writing by Seller and Auctioneer.
      i) Seller shall be responsible for clean-up/disposal of petroleum products/chemical spills coming from Auction Items that are offered for sale under this Agreement. The prompt and proper clean-up of any spills, leaks or other releases of petroleum or chemical substances and materials will be performed in accordance with all applicable federal, state and local laws and regulations. Seller acknowledges and agrees that in the event a spill has occurred, notification by Auctioneer to certain federal, state and/or local agencies may be required. Seller shall be responsible for all costs resulting in the clean-up of any spills/leaks or other releases of petroleum or chemical spills in accordance with any applicable laws and regulations. All clean-up/proper disposal costs will be billed back to Seller and deducted from Seller's sale proceeds. If said proceeds do not cover the total cost of spill cleanup/disposal, Seller will be billed the difference and Auctioneer shall be paid within 10

business days of dated invoice. The obligations set forth in this Section 2 shall survive the termination or expiration of this Agreement.

b) Seller hereby acknowledges and agrees that any auction conducted over the internet via online bidding will be conducted by Exchange and any applicable third party internet auction platform.

c) Auctioneer may, in its sole discretion, accept or reject any Auction Items proposed for auction sale by Seller.

3) Auctioneer Personnel. Auctioneer shall provide all necessary auctioneers, accountants, clerks and office staff required to achieve the efficient and orderly performance of the auction sale contemplated by this Agreement. Auctioneer shall employ qualified personnel to perform these jobs and shall perform the engagement contemplated by this Agreement in a professional and skilled manner.

4) As-Is & Where-Is Auction Sales.

a) Auction Items will be offered for sale individually, or in the case of small miscellaneous items sold in lots as determined by Auctioneer. All Auction Items will be sold on an "As-Is Where-Is" basis without any warranties of any kind, expressed or implied.

b) Seller agrees to disclose to Auctioneer any known defects or faults with Auction Items prior to listing such Auction Items with Auctioneer for sale.

c) In the case that a known defect or condition of any Auction Item is not disclosed by Seller to Auctioneer prior to listing, Auctioneers shall have the right, in its sole discretion, to declare such Auction Item a "No Sale" in which case Seller shall retain possession of such Auction Item and reimburse Auctioneer for any and all costs and expenses incurred by Auctioneer in connection with the transportation, storage, decommissioning and sale preparation of such Auction Item.

d) In accordance with applicable state and federal emissions regulations, Seller shall notify Auctioneer of any alterations of OEM emission systems that have occurred on vehicle or equipment Auction Items (e.g., dpf, def, system deletes or other engine control software or hardware alterations not approved by OEM).

5) Marketable Title.

a) Seller specifically represents and warrants to Auctioneer that Seller is the sole owner of, and has good, valid and marketable title to, all of the Auction Items to be sold by Auctioneer pursuant to this Agreement, free and clear of any liens, security interests, mortgages, debts or other encumbrances or restrictions of any kind not otherwise disclosed in writing by Seller to Auctioneer on or prior to the date of this Agreement. Seller further represents and warrants that there are no outstanding judgments or liens against Seller and that there are no legal actions, claims or proceedings pending or, to the knowledge of Seller, threatened against or adversely affecting Seller whatsoever which in any way would hinder, prevent or otherwise affect Seller's or Auctioneer's right or ability to sell the Auction Items at auction sale.

b) Seller acknowledges and agrees that Auctioneer may elect to conduct UCC lien searches on any Auction Items deemed necessary by Auctioneer, in its sole discretion. Seller shall be responsible for the cost of any such lien searches payable in accordance with Section 11(c) below.

c) Seller agrees to deliver, upon Auctioneer's request, any documents, certificates, proofs of ownership or titles that may be required to effectively deliver and convey title to the Auction Items sold by Auctioneer pursuant to this Agreement.

d) In the case that there is a delay in the new purchaser receiving a free and clear title to any vehicle or trailer Auction Items sold hereunder, the net proceeds from the sale will be held by Auctioneer until a free and clear title is delivered to the purchaser; provided, that, at the election of Auctioneer, in its sole discretion, the applicable Auction Item may be withdrawn from the auction sale and remain Seller's property.

e) Seller acknowledges and agrees that, although Auctioneer guarantees free and clear title to the purchaser of each Auction Item and Auctioneer will use its commercially reasonable best efforts to obtain and convey such title in accordance with applicable law, Auctioneer shall in no way be responsible for any losses, damages, costs, expenses or fees (including, without limitation, attorneys' fees) arising out of or relating to any delay in obtaining and/or conveying free and clear title to the purchaser of any Auction Item sold hereunder.
f) Seller acknowledges and agrees that, if requested, Auctioneer may provide the name of Seller to the applicable purchaser of any vehicle Auction Item sold hereunder.
g) If Seller is a motor vehicle dealer, Seller's dealer state & dealer number are as follows: (list dealer state & dealer number): _____.
h) The obligations set forth in this Section 5 shall survive the termination or expiration of this Agreement.

6) Titles On-Site.
a) Seller agrees to deliver or cause to be delivered to Auctioneer all signed certificates of title, letters of authorization to sell vehicle Auction Items and any other related paperwork (e.g., a seller-specific bill of sale) no later than 10 days prior to the applicable auction sale.
b) In order to comply with applicable motor vehicle rules and to enable new purchasers to assume ownership with minimal problems, a letter of authorization on Seller's letterhead must accompany all certificates of title associated with Auction Items. Set forth below is a sample letter:

To Whom It May Concern:

[SELLER NAME] hereby authorizes J.J. Kane Auctioneers to sell vehicles and/or equipment owned by _____ at the auction sale conducted on Saturday, _____ in _____, ___.

Sincerely,
[SELLER NAME]
[DATE]

7) Delivery of Auction Items. Unless Seller requests for Auctioneer to arrange for the pickup and transportation of any Auction Items to the applicable auction site by a third party service provider in accordance with Section 11(b) below, Seller shall deliver or cause to be delivered the Auction Items to the auction sale site no later than ten days prior to the applicable auction sale or to such other location agreed to in writing by Auctioneer. All Auction Items shall be delivered to Auctioneer in running condition (except as noted by Seller) with adequate fuel levels and a duplicate set of keys.

8) Insurance Coverage.
a) Seller shall, at their own expense, maintain and carry in full force and effect appropriate insurance coverage on the Auction Items being sold hereunder until the day of the auction sale.
b) Auctioneer and owner of the auction sale site property will not be responsible for any damages to Auction Items resulting from acts of nature, theft, accident and/or vandalism while such Auction Items are located at the sale site.
c) Auctioneer shall be responsible for any loss or damage to Auction Items due to Auctioneer's willful or negligent acts or omissions.

9) Commission.

a) Seller agrees that Auctioneer will charge the buyer of each Auction Item sold hereunder a base buyer's fee equal to 10% of the gross sale price paid for such Auction Item, subject to increase depending on the applicable (i) sales platform (e.g., live auction or internet only), (ii) type of buyer (on-site or internet) and/or (iii) Auction Item location, which shall not exceed 15% of the gross sales price paid for the Auction Item.
b) **[Seller agrees to pay Auctioneer a Seller's commission equal to 0% of the total gross sale price for sold Auction Items.]**
c) Seller agrees that, when applicable, Auctioneer may deduct its commission from the gross proceeds of the auction sale.

10) Non-Sales.
a) In the event that a successful bidder fails to pay for an Auction Item for which such bidder is designated to be the high bidder, then the applicable Auction Item will be deemed a "Non-Sale," no commission will be charged on such Auction Item and Seller will retain ownership of such Auction Item.
b) In certain instances Auctioneer may be required to refund the would-be purchaser of an Auction Item that has been deemed a "Non-Sale." In the event Seller has already received the proceeds for such a "Non-Sale" Auction Item, Auctioneer will be entitled to relist the Auction Item on Seller's behalf. Seller agrees to assist Auctioneer in obtaining all title and registration paperwork necessary to relist the Auction Item (including duplicate title). Auctioneer will not assume ownership of the Auction Item at any time. Seller agrees that Auctioneer shall be entitled to use the proceeds of any auction sale following such a relisting to recover any amounts previously refunded to the would-be purchaser, together with administrative fees and costs as may be charged or incurred by Auctioneer.

11) Reimbursed Expenses.
c) If applicable and pre-approved by Seller, Seller agrees that Auctioneer may deduct the exact cost for any additional services that Auctioneer provides Seller from the proceeds of the auction sale.
(1) Advertising: $_____
(2) Decommissioning & Washing: $_____
(3) Repairs: $_____
(4) Other: $_____
d) If Seller requests for Auctioneer to arrange for the pickup and transportation of Auction Items by a third party service provider, Auctioneer will invoice Seller a transportation fee equal to the cost of pickup and transportation plus 10%.
e) If Auctioneer elects to conduct UCC lien searches on any Auction Items, Auction will be entitled to deduct the cost of such lien searches from the gross proceeds of the auction sale or, if no sale occurs, invoice Seller for such cost.

12) Payment.
a) Auctioneer will charge and collect from the purchaser the purchase price for the Auction Items sold at the auction sale, together with all applicable taxes. Auctioneer will collect payment in full from the purchaser prior to the removal of any Auction Items from the auction site. Seller shall be responsible for the payment of all income taxes resulting from or payable in connection with the sale of the Auction Items hereunder.
b) Within 14 business days following the auction sale, Auctioneer shall to remit to Seller the net proceeds from the Auction Items sold at auction, less Auctioneer's applicable commission as outlined in Section 9 above and any expenses as outlined in Section 11 above, together with a written report listing all Auction Items sold by Auctioneer and proof of payment for expenses. Payment shall be made by Auctioneer via electronic transfer or by a check made payable to

Seller. Any proceeds check will be made payable to Seller and mailed to the same name and address of Seller set forth on the first page of this Agreement unless otherwise directed in writing by Seller.

13) Absolute Unreserved Auction Sales.
   a) Seller understands that Auctioneer conducts absolute unreserved public auction sales where each Auction Item is sold to the highest bidder regardless of price.
   b) Furthermore, Seller understands/agrees that it is illegal for Seller or any agent thereof to bid on and/or buy-back any Auction Items owned by Seller.
   c) If Seller or any agent of Seller attempts to bid on and/or buy back any of the Auction Items, Auctioneer will, at Auctioneer's discretion, choose one of the following actions:
      (1) Pass the Auction Item currently being offered for sale along with all other Auction Items.
      (2) Sell the Auction Item to the last "Good Faith" bidder before Seller or its agent began bidding on such Auction Item.
   d) Seller shall reimburse Auctioneer for any lost revenue, including seller's commission, buyer's fee and/or any pre-approved reimbursed expenses in the event of a "Buy Back".

14) Advertised Auction Items. At Auctioneer's discretion, in the event that Seller removes any advertised Auction Item from the auction sale, Seller agrees to pay Auctioneer a handling fee of $500.00 for each such Auction Item that is removed from the sale.

15) Breach of Contract. In the event that Seller breaches any covenant or makes any misrepresentation in this Agreement, Seller agrees to indemnify, defend and hold Auctioneer harmless from any and all costs, expenses, damages and liabilities arising out of or relating to such breach or misrepresentation, including, without limitation, attorneys' fees and other costs incurred by Auctioneer in any action or proceeding arising out of or relating to such breach or misrepresentation. The obligations set forth in this Section 15 shall survive the termination or expiration of this Agreement.

16) Indemnification. Seller hereby agrees to indemnify, defend and hold Auctioneer and its parent, subsidiaries and affiliates and each of their respective directors, officers, employees and other representatives (collectively, "Indemnified Persons") harmless from any and all costs, expenses, damages and liabilities (including, without limitation, attorneys' fees) incurred or sustained by, or imposed upon any Indemnified Person arising out of or relating to: (a) Seller's ownership and maintenance (or lack thereof) of the Auction Items, (b) the condition of the Auction Items at time of auction, (c) the applicable purchaser's use of the Auction Items and/or any property damage or bodily injury arising therefrom, (d) any title defects or delays in delivering free and clear title to the Auction Items, (e) any breach of this Agreement by Seller, (f) any violations of applicable state and federal laws, including, without limitation, state and federal emissions laws and regulations, or (g) the enforcement of this indemnity by Auctioneer. The obligations set forth in this Section 16 shall survive the termination or expiration of this Agreement.

17) Entire Agreement; Headings.
   a) This Agreement contains the entire agreement between the parties and there are no other terms, obligations or representations, written or oral, other than those contained in this Agreement. This Agreement may be modified only by a further writing that is duly executed by both parties.
   b) Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

18) Digger Derricks and Aerial Devices.

a) Section 18(b) below shall apply to digger derricks and the following vehicle-mounted aerial devices (hereinafter referred to as an "aerial device") sold as Auction Items hereunder:
   (1) Extensible boom aerial devices;
   (2) Aerial ladders;
   (3) Articulating boom aerial devices;
   (4) Vertical towers; and
   (5) A vehicle or other combination of any of the above, which vehicle may be a truck, a trailer, or an all-terrain vehicle.

b) Seller acknowledges and agrees that it shall be the sole and exclusive responsibility of Seller to provide Auctioneer with, and Seller shall provide to Auctioneer, all of the operations, maintenance and manufacturer's manual(s) (collectively, "Manuals") for each digger derrick or aerial device to be auctioned by Auctioneer hereunder and that such responsibility shall continue in perpetuity notwithstanding Auctioneer's auction of the corresponding digger derrick or aerial device for Seller. In the event Seller does not provide all Manuals for each digger derrick or aerial device to Auctioneer, Auctioneer shall, in its own discretion, refuse to auction the associated digger derrick or aerial device until such time as the Manuals have been provided by Seller to Auctioneer. Auctioneer may notify Seller of the name and location of the successful purchaser of a digger derrick or aerial device within a reasonable time following completion of the sale. Seller hereby acknowledges its responsibilities in accordance with American National Standards Institute A92.2-2009 (including, without limitation, Section 8.7 thereof) and A10-31 in full, including, without limitation, section 8.7 thereof. Seller hereby acknowledges and agrees that failure by Seller to provide all Manuals for any digger derrick or aerial device sold at public auction hereunder shall be deemed a breach of Section 15 above for which Auctioneer shall be entitled to indemnification pursuant to Section 16 above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

SELLER:

(Seller Name)

Sign: _____
Name: Daniel Dugger
Title: City Manager

ASSOCIATES:

J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers

By: _____
Name: Gregg Martini
Title: Account Manager

EXCHANGE:

J.J. Kane Exchange, LLC

By: _____
Name: Gregg Martini
Title: Account Manager

Revised: 11/04/2020

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-056- Approve a Purchase Order to Robert Half International, Inc. to provide Temporary Staffing, Direct-Hire, and Other Employer Services to the City on an as-needed basis in an amount not to exceed $100,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-056.

Explanation of Request: Temporary staffing services are particularly important for the City of Boynton Beach, as they help the local government address fluctuating needs while ensuring smooth operations across various departments. Whether it's for seasonal events, special projects, or covering for employees on leave, temporary staff offer the flexibility required to maintain essential services without overextending the City's budget. These services allow the city to bring in skilled professionals for short-term assignments, from administrative support to specialized roles, without the long-term commitment of permanent hiring. Furthermore, temporary staffing allows for assessing potential talent for future full-time roles, contributing to the City's long-term workforce planning. By utilizing temporary staffing, Boynton Beach can efficiently manage resources, reduce costs, and maintain high-quality service to residents.

After conducting a comprehensive analysis, the staff determined that Robert Half, a highly regarded provider of temporary staffing services, currently holds a contract with HGAC-Buy to deliver staffing solutions throughout the City. The City previously entered into Interlocal Contract ILC No, ILC18-6755, with HGACBuy in May 2018 to expedite the procurement of certain goods and services for the City. The Robert Half agreement, is set to expire on May 31, 2025. The partnership would enable the City to efficiently meet its temporary professional staffing needs. Staff is estimating the use of $100K for these as-needed services.

How will this affect city programs or services? The City would be able to utilize temporary professional services as needed.

Account Line Item and Description: Finance - 001-1410-513.34.40
Other various City Accounts

Fiscal Impact: The City would be able to utilize temporary professional services as needed.

Attachments:
R25-056 Agenda_Item_2773-2025_Robert_Half_Purchase_Order.docx
Amd #1 to Contract between HGAC and Robert Half
Interlocal agmt between City and HGAC

Robert Half - Pricing List.pdf

RESOLUTION NO. R25-056

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PURCHASE ORDER TO ROBERT HALF INTERNATIONAL, INC., TO PROVIDE TEMPORARY STAFFING, DIRECT-HIRE, AND OTHER EMPLOYER SERVICES TO THE CITY ON AN AS-NEEDED BASIS IN AN AMOUNT NOT TO EXCEED $100,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, temporary staffing services are important for the City of Boynton Beach, as they help the local government address fluctuating needs while ensuring smooth operations across various departments. Whether for seasonal events, special projects, or covering for employees on leave, temporary staff offer the flexibility required to maintain essential services without overextending the city's budget. These services allow the City to bring in skilled professionals for short-term assignments, from administrative support to specialized roles, without the long-term commitment of permanent hiring. Furthermore, temporary staffing allows for assessing potential talent for future full-time roles, contributing to the City's long-term workforce planning. By utilizing temporary staffing, the City can efficiently manage resources, reduce costs, and maintain high-quality service to residents; and

WHEREAS, Robert Half International, Inc., a highly regarded provider of temporary staffing services, currently holds a contract with the Houston-Galveston Area Council ("H-GAC-Buy") to deliver staffing solutions. Utilizing the Robert International, Inc., and H-GAC-Buy Contract, the City entered into an Interlocal Contract, ILC No. ILC18-6755, with H-GAC-Buy in May 2018 to expedite the procurement of certain goods and services for the City; and

WHEREAS, the Robert International, Inc. and H-GAC-Buy Contract is set to expire on May 31, 2025. The partnership would enable the City to efficiently meet its temporary professional staffing needs. Staff is estimating the use of $100,000 for these as-needed services; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a Purchase Order to Robert Half International, Inc., to provide Temporary Staffing, Direct-Hire, and Other Employer Services to the City on an as-needed basis in an amount not to exceed $100,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Purchase Order to Robert Half International, Inc. to provide Temporary Staffing, Direct-Hire, and Other Employer Services to the City on an as-needed basis in an amount not to exceed $100,000.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

AMENDMENT No. 1 to CONTRACT No. TS06-21

For

Temporary Staffing, Direct Hire and Other Employer Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Robert Half International, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through May 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Temporary Staffing, Direct Hire and Other Employer Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:
82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 4/17/2024

Signed for: **Robert Half International, Inc.**

Printed Name: Ryan McKitrick
Title: Vice President

DocuSigned by:
Ryan McKitrick
FA162956ED72462...

Matthew Unschlichter
Vice President Strategic Accounts
Date: 4/17/2024

DocuSign Envelope ID: 96FAF381-80B0-449E-9DEB-627460D6FC96

H-GACBUY COOPERATIVE PURCHASING
ROBERT HALF INTERNATIONAL, INC.
AMENDMENT ONE-PARENT ID #6943

I. PURPOSE

This document serves as **amendment one (1)** to contract #6943 between H-GAC and Robert Half International, Inc. This amendment clarifies the following language in the General and Special Provisions:

(a) Article 4- Independent Contractor of the General Provisions is amended to replace the second to the last sentence of the Article with the following language:

Employees of CONTRACTOR are subject to the exclusive control over the employment relationship and human resource supervision by CONTRACTOR.

(b) Article 3-Most Favored Customer Clause of the Special Provisions is amended to read as follows:

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that routinely provides pricing more favorable than those provided to H-GAC hereunder, CONTRACTOR shall notify H-GAC within ten (10) business days. This Contract between H-GAC and CONTRACTOR shall be automatically amended, effective the date of notification.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. The Parties accept the following definition of agreement: A contractual document that applies to more than one staffing assignment and contains defined pricing rates."

If CONTRACTOR claims that a more favorable price, warranty, benefit, or term that was charged or offered to another governmental entity in the State of Texas during the term of this Agreement, does not constitute more favorable treatment, than CONTRACTOR shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of CONTRACTOR's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

(c) Attachment A, Form D1, section 7 is revised to read as follows:

OfficeTeam Only

Length of Assignment	Fee
0-160 hours	25% of annual starting salary
161-320 hours	20% of annual starting salary
321 - 480 hours	15% of annual starting salary
481 - 640 hours	10% of annual starting salary
641+ hours	No Fee

Robert Half Technology, Accountemps, The Creative Group, Robert Half Legal

Length of Assignment	Fee
0 - 240 hours	25% of annual starting salary
241 - 480 hours	20% of annual starting salary
481 - 720 hours	15% of annual starting salary
721 - 960 hours	10% of annual starting salary
961+ hours	No Fee

Robert Half Management Resources (Non-SPS)

Length of Assignment	Fee
0 - 1,560 hours	Case-by-case
1,561+ hours	No Fee

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All other General and Special Provision language agreed upon in contract #6943 remain, and no other changes to the contract documents other than those detailed above are made through execution of this amendment. These changes to the contract provisions are only applicable to this contract effort #6943.

II. REVIEW AND APPROVAL

This amendment requires the review and approval of the H-GAC Executive Director

III. SIGNATURES

for the Houston-Galveston Area Council	for Robert Half International, Inc.
DocuSigned by: 82EC270D5D61423...	DocuSigned by: Mathieu Ulmschneider 77F0EDBD4C1045E...
Charles Wemple, Executive Director	Mathieu Ulmschneider-VP Strategic Accounts
Date: 8/23/2021	Date: 8/17/2021

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Robert Half International, Inc., hereinafter referred to as the Contractor, having its principal place of business at 2884 Sand Hill Road, Menlo Park, CA 94025.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

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The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

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such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jun 01 2021 and ends May 31 2024. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all

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subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all

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obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

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ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill

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any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

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H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*
H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:
(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY
H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE
To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST
No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ)

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if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

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The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items

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designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

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ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Robert Half International, Inc.

Signature DocuSigned by: Matthew Ulmschneider 77F9EDBD4C1045E...

Name Greg Freeman

Title Vice President

Date 6/22/2021

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/24/2021

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA) with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

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ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

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d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

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ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ‘‘Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

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In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

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every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

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ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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FORM F - MARKETING	**Invitation No.: TS06-21**
Offeror Name:	

Bidder shall provide a written narrative explaining in some detail actiities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.

Robert Half will continue to implement the following approach and actions in order to promote HGAC's end-users utilization of the HGACBuy contract:

As a current provider under an H-GAC contract, Robert Half would continue to communicate all key contractual parameters and specifics of the H-GAC agreement to our branch offices, equipping them to best market to your member organizations as well as non-member organizations.

Our internal staff is trained and experienced in how to direct non-member organizations to becoming part of H-GAC, helping to facilitate them through the sign-up process. Our teams will also review and update skill definitions, pricing, procedural guidelines for placing temporary staff, and all required documentation as dictated by the client agreement.

As has been Robert Half's process to date, all relevant H-GAC information, including use of the H-GAC sign-up form, is posted to the Strategic Accounts section of Robert Half's Intranet, the site used by our field staff as a reference and to receive any H-GAC cooperative member updates. This process enables our national salesforce of Staffing Professionals to be knowledgeable and maintain current account information.

Robert Half will continue to actively participate and coordinate with H-GAC regarding attendance at trade shows and other public marketing events in order to promote joint marketing efforts. In addition, we will continue to assist H-GAC with internal rollouts to members by drafting marketing material or content for the H-GAC internal member website.

These steps along with Robert Half's broad coverage help to ensure candidate availability to H-GAC program members, providing the level of service that members require and have come to expect.

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Attachment A
Robert Half International, Inc.
Temporary Staffing, Direct-Hire and Other Employer Services
Contract No. TS06-21

FORM D1 - PRICING PAGE #1
Cost of services, Mark-up (MU) percentage pricing:

When using the DOL website guidelines, as the Base pricing rate for Temporary Hire:

1.) What is the percentage of **Mark-Up** added to the Base rate for an **Administrative** position?	65%
2.) What is the percentage of **Mark-Up** added to the Base rate for an **Light Industrial** position?	NA
3.) What is the percentage of **Mark-Up** added to the Base rate for an **Heavy Industrial** position?	NA
4.) What is the percentage of **Mark-Up** added to the Base rate for an **IT** position?	70%
5.) What is the minumum conversion time in (hours) for a temporary employee to be hired without incurring a conversion or buyout fee?	Varies from 641 - 1561 depending on position
6.) Are there any liquidation fees if the above conversion hours are not met?	yes/no > > Yes

7.) If there are liquidation fees or charges for the above transaction, what

fee: > > >	See below chart
hours: > > >	See below chart
percentage > >	See below chart

Explain here:

OfficeTeam Only

Length of Assignment Fee
0-160 hours 25% of annual starting salary
161-320 hours 20% of annual starting salary
321 - 480 hours 15% of annual starting salary
481 - 640 hours 10% of annual starting salary
641+ hours No Fee

Robert Half Technology, Accountemps, The Creative Group, Robert Half

8.) **Direct-Hire** annual salary **percentage** of Mark-up. ** The annual salary must be equal to or less than hourly rate provided in the job descriptions listed on **Form D - Page #2**, using the multiplier of 2080 hours.	25%
9.) **Direct-Hire** guarantee period in hours.	520

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10.) Payrolling percentage of Mark-Up.	NA

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Attachment A

Robert Half International, Inc.

Temporary Staffing, Direct-Hire and Other Employer Services

Contract No. TS06-21

FORM D2 - PRICING PAGE #2.1

Code	Occupation Description	Pricing Range		Mark-Up %	Total	Total
		Low	High	Please Use a Whole Number as the % (MU). Example 25% = 1.25	Low	High
Accounting:						
A01	Accountant I	$20.30	$31.90	1.70	$34.51	$54.23
A02	Accountant II	$30.00	$49.00	1.70	$51.00	$83.30
A03	Financial Analyst I	$21.00	$32.50	1.70	$35.70	$55.25
A04	Financial Analyst II	$33.00	$52.80	1.86	$61.38	$98.21
A05	Payroll Clerk	$17.00	$25.00	1.70	$28.90	$42.50
A06	Cost Accounting Specialist	$22.00	$44.00	1.70	$37.40	$74.80
A07	CPA	$25.00	$50.00	1.70	$42.50	$85.00
A08	Financial / Business Analyst	$22.00	$49.50	1.86	$40.92	$92.07
A09	Controller	$35.20	$60.00	1.86	$65.47	$111.60
A10	Auditor I	$19.80	$30.80	1.70	$33.66	$52.36
A11	Auditor II	$29.00	$48.00	1.70	$49.30	$81.60
Administrative Support and Clerical:						
B01	Accounting Clerk I	$12.00	$18.00	1.70	$20.40	$30.60
B02	Accounting Clerk II	$18.00	$21.00	1.70	$30.60	$35.70
B03	Accounting Clerk III	$21.00	$24.00	1.70	$35.70	$40.80
B04	Administrative Assistant	$13.00	$19.00	1.65	$21.45	$31.35
B05	Call Center Representative	$15.00	$26.00	1.65	$24.75	$42.90
B06	Copy Machine Operator	$12.00	$15.00	1.65	$19.80	$24.75
B08	Customer Service Representative I	$15.00	$18.00	1.65	$24.75	$29.70
B09	Customer Service Representative II	$18.00	$22.00	1.65	$29.70	$36.30
B10	Customer Service Representative III	$22.00	$27.00	1.65	$36.30	$44.55
B11	Data Entry Operator I	$12.00	$16.00	1.65	$19.80	$26.40
B12	Data Entry Operator II	$16.00	$20.00	1.65	$26.40	$33.00
B13	Document Preparation Clerk	$12.00	$18.00	1.65	$19.80	$29.70
B14	Executive Assistant	$19.00	$29.00	1.65	$31.35	$47.85
B15	General Clerk I	$12.00	$15.00	1.65	$19.80	$24.75
B16	General Clerk II	$15.00	$20.00	1.65	$24.75	$33.00
B17	General Clerk III	$20.00	$24.00	1.65	$33.00	$39.60
B18	Legal Secretary I	$18.00	$24.00	1.70	$30.60	$40.80
B19	Legal Secretary II	$24.00	$31.00	1.70	$40.80	$52.70
B20	Mail Room Clerk	$12.00	$15.00	1.65	$19.80	$24.75
B22	Personnel Assistant (Employment) I	$12.00	$15.00	1.65	$19.80	$24.75
B23	Personnel Assistant (Employment) II	$15.00	$18.00	1.65	$24.75	$29.70
B24	Personnel Assistant (Employment) III	$18.00	$22.00	1.65	$29.70	$36.30
B25	Production Control Clerk	$15.00	$25.00	1.65	$24.75	$41.25
B26	Secretary I	$12.00	$15.00	1.65	$19.80	$24.75
B27	Secretary II	$15.00	$18.00	1.65	$24.75	$29.70
B28	Secretary III	$18.00	$25.00	1.65	$29.70	$41.25
B30	Receptionist/Switchboard Operator	$12.00	$18.00	1.65	$19.80	$29.70
B31	Records Management Clerk	$15.00	$25.00	1.65	$24.75	$41.25
B35	Word Processor I	$12.00	$15.00	1.65	$19.80	$24.75
B36	Word Processor II	$15.00	$18.00	1.65	$24.75	$29.70
B37	Word Processor III	$18.00	$22.00	1.65	$29.70	$36.30

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General Services and Materials Handling Support :						
D13	Shipping / Receiving Clerk	$12.00	$18.00	1.65	$19.80	$29.70
Health:						
E04	Claims Processor	$15.00	$24.50	1.65	$24.75	$40.43
E05	Claims Processor (Senior)	$19.00	$30.00	1.65	$31.35	$49.50
E11	Eligibility / Insurance Verifier	$13.00	$22.00	1.65	$21.45	$36.30
E12	Eligibility Referral Coordinator	$13.00	$22.00	1.65	$21.45	$36.30
E14	Insurance Coordinator	$15.00	$24.50	1.65	$24.75	$40.43
E20	Medical Record Clerk	$13.00	$19.00	1.65	$21.45	$31.35
Information Technology:						
F01	Application Developer	$40.00	$75.00	1.70	$68.00	$127.50
F02	Application Support Analyst	$30.00	$60.00	1.70	$51.00	$102.00
F03	Applications Engineer	$40.00	$75.00	1.70	$68.00	$127.50
F04	Computer Operator I	$18.00	$27.00	1.70	$30.60	$45.90
F05	Computer Operator II	$25.00	$34.00	1.70	$42.50	$57.80
F06	Computer Operator III	$32.00	$39.00	1.70	$54.40	$66.30
F07	Computer Operator IV	$40.00	$49.00	1.70	$68.00	$83.30
F08	Computer Operator V	$48.00	$60.00	1.70	$81.60	$102.00
F09	Computer Programmer I	$33.00	$49.50	1.70	$56.10	$84.15
F10	Computer Programmer II	$50.00	$60.50	1.70	$85.00	$102.85
F11	Computer Programmer III	$61.00	$77.00	1.70	$103.70	$130.90
F12	Computer Programmer IV	$78.00	$93.50	1.70	$132.60	$158.95
F13	Computer Systems Analyst I	$30.00	$40.00	1.70	$51.00	$68.00
F14	Computer Systems Analyst II	$40.00	$50.00	1.70	$68.00	$85.00
F15	Computer Systems Analyst III	$50.00	$77.00	1.70	$85.00	$130.90
F16	Customer Support Administrator	$17.00	$35.00	1.70	$28.90	$59.50
F17	Customer Support Specialist	$15.00	$20.00	1.70	$25.50	$34.00
F18	Database Administrator	$38.50	$70.00	1.70	$65.45	$119.00
F19	Data Center Support Specialist	$35.00	$70.00	1.70	$59.50	$119.00
F20	Desktop Support Manager	$35.00	$55.00	1.70	$59.50	$93.50
F21	Desktop Support Specialist	$18.00	$26.00	1.70	$30.60	$44.20
F22	Developer	$35.00	$70.00	1.70	$59.50	$119.00
F23	Director of Technology	$40.00	$95.00	1.70	$68.00	$161.50
F24	Front End Web Designer	$45.00	$55.00	1.77	$79.65	$97.35
F25	GIS (Geographic Info. Systems) Tech. I	$33.00	$55.00	1.70	$56.10	$93.50
F26	GIS (Geographic Info. Systems) Tech. II	$44.00	$66.00	1.70	$74.80	$112.20
F27	Help Desk Specialist	$15.00	$20.00	1.70	$25.50	$34.00
F28	Help Desk Technician	$15.00	$25.00	1.70	$25.50	$42.50
F29	Information Systems Project Manager	$35.00	$60.00	1.70	$59.50	$102.00
F30	Information Technology Coordinator	$20.00	$35.00	1.70	$34.00	$59.50
F31	Information Technology Director	$40.00	$95.00	1.70	$68.00	$161.50
F32	Information Technology Manager	$33.00	$68.00	1.70	$56.10	$115.60
F33	IT Support Manager	$33.00	$50.00	1.70	$56.10	$85.00
F34	IT Support Specialist	$18.00	$30.00	1.70	$30.60	$51.00
F35	IT Systems Administrator	$35.00	$50.00	1.70	$59.50	$85.00
F36	Java Developer	$40.00	$75.00	1.70	$68.00	$127.50
F37	Management Information Systems Director	$40.00	$80.00	1.70	$68.00	$136.00
F38	Network/Communications Support Clerk	$22.00	$38.50	1.70	$37.40	$65.45
F39	Network Systems Administrator	$35.00	$50.00	1.70	$59.50	$85.00
F40	Peripheral Equipment Operator	$18.00	$30.00	1.70	$30.60	$51.00
F41	Senior Database Administrator	$30.00	$65.00	1.70	$51.00	$110.50
F42	Senior Network System Administrator	$45.00	$90.00	1.70	$76.50	$153.00
F43	Senior Programmer	$40.00	$75.00	1.70	$68.00	$127.50
F44	Senior Programmer Analyst	$25.00	$40.00	1.70	$42.50	$68.00
F45	Senior Security Specialist	$40.00	$90.00	1.70	$68.00	$153.00

F46	Senior Support Specialist	$28.00	$40.00	1.70	$47.60	$68.00
F47	Senior System Administrator	$40.00	$75.00	1.70	$68.00	$127.50
F48	Senior System Analyst	$30.00	$65.00	1.70	$51.00	$110.50
F49	Senior Web Administrator	$35.00	$55.00	1.70	$59.50	$93.50
F50	Senior Web Developer	$40.00	$70.00	1.70	$68.00	$119.00
F51	Software Developer	$45.00	$75.00	1.70	$76.50	$127.50
F52	Software Quality Assurance Analyst	$35.00	$55.00	1.70	$59.50	$93.50
F53	Support Specialist	$18.00	$28.00	1.70	$30.60	$47.60
F54	Systems Administrator	$30.00	$45.00	1.70	$51.00	$76.50
F55	Systems Analyst	$20.00	$35.00	1.70	$34.00	$59.50
F56	Systems Designer	$30.00	$55.00	1.70	$51.00	$93.50
F57	System Support Specialist	$18.00	$28.00	1.70	$30.60	$47.60
F58	Technical Operations Officer	$40.00	$80.00	1.70	$68.00	$136.00
F59	Technical Support Specialist	$18.00	$28.00	1.70	$30.60	$47.60
F60	Technical Specialist	$20.00	$32.00	1.70	$34.00	$54.40
F61	Telecommunications Specialist	$18.00	$32.00	1.70	$30.60	$54.40
F62	Web Administrator	$32.00	$45.00	1.70	$54.40	$76.50
F63	Web Developer	$35.00	$55.00	1.70	$59.50	$93.50
F64	Web Master	$35.00	$55.00	1.70	$59.50	$93.50
Procurement:						
G04	Purchasing Manager	$33.00	$77.00	1.86	$61.38	$143.22
Professional:						
H01	Attorney	$30.00	$50.00	1.78	$53.40	$89.00
H04	Contract Administrator	$18.00	$27.00	1.70	$30.60	$45.90
H05	Contract Specialist	$25.00	$30.00	1.70	$42.50	$51.00
H08	Compliance Manager	$32.00	$44.00	1.70	$54.40	$74.80
H09	Contract Administrator	$18.00	$27.00	1.70	$30.60	$45.90
H10	Contract Manager	$30.00	$40.00	1.70	$51.00	$68.00
H11	Executive Consultant	$45.00	$80.00	1.86	$83.70	$148.80
H14	Grant Administrator	$22.00	$35.00	1.70	$37.40	$59.50
H16	Human Resources Coordinatior	$18.00	$27.00	1.70	$30.60	$45.90
H17	Human Resources Manager	$27.50	$49.50	1.86	$51.15	$92.07
H18	Human Resources Specialist	$22.00	$38.00	1.70	$37.40	$64.60
H27	Marketing Specialist	$20.00	$24.00	1.77	$35.40	$42.48
H28	Paralegal/Legal Assistant I	$16.00	$20.00	1.70	$27.20	$34.00
H29	Paralegal/Legal Assistant II	$20.00	$24.00	1.70	$34.00	$40.80
H30	Paralegal/Legal Assistant III	$28.00	$34.00	1.70	$47.60	$57.80
H31	Paralegal/Legal Assistant IV	$36.00	$49.00	1.70	$61.20	$83.30
H33	Presentation Designer	$28.00	$35.00	1.77	$49.56	$61.95
H34	Principle Consultant	$38.00	$70.00	1.86	$70.68	$130.20
H35	Proofreader	$28.00	$32.00	1.77	$49.56	$56.64
H40	Senior Writer	$25.00	$40.00	1.77	$44.25	$70.80
H41	Social Media Manager	$28.00	$35.00	1.77	$49.56	$61.95
H43	Website Designer	$30.00	$38.00	1.77	$53.10	$67.26
Miscellaneous:						
J02	Desk Clerk	$12.00	$16.00	1.65	$19.80	$26.40

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HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.:
ILC18-6755
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of Boynton Beach**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **100 East Boynton Beach Boulevard Boynton Beach, FL 33435**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **05/02/2018** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **10/01/2017** and ends **09/30/2018**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H- GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H- GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

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ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City of Boynton Beach
Name of End User (local government, agency, or non-profit corporation)

100 East Boynton Beach Boulevard
Mailing Address

Boynton Beach, FL 33435
City, State ZIP Code

Lori LaVerriere
Signature of chief elected or appointed official

Lori LaVerriere, City Manager
Typed Name & Title of Signatory

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: DocuSigned by: Jack Steele 9570E9F825CD4FA...
Executive Director

Date: 5/23/2018

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Date: 5/3/18

FORM D2 - PRICING PAGE #2.1				Procurement No.: TS06-21		
Title:	Temporary Staffing, Direct-Hire and Other Employer Services					
Offeror:	Robert Half International Inc.					
Code	Occupation Description	Pricing Range		Mark-Up %	Total	Total
		Low	High	Please Use a Whole Number as the % (MU). Example 25% = 1.25	Low	High
	Accounting:					
A01	Accountant I	$20.30	$31.90	1.75	$35.53	$55.83
A02	Accountant II	$30.00	$49.00	1.75	$52.50	$85.75
A03	Financial Analyst I	$21.00	$32.50	1.75	$36.75	$56.88
A04	Financial Analyst II	$33.00	$52.80	1.94	$64.02	$102.43
A05	Payroll Clerk	$17.00	$25.00	1.75	$29.75	$43.75
A06	Cost Accounting Specialist	$22.00	$44.00	1.75	$38.50	$77.00
A07	CPA	$25.00	$50.00	1.75	$43.75	$87.50
A08	Financial / Business Analyst	$22.00	$49.50	1.94	$42.68	$96.03
A09	Controller	$35.20	$60.00	1.94	$68.29	$116.40
A10	Auditor I	$19.80	$30.80	1.75	$34.65	$53.90
A11	Auditor II	$29.00	$48.00	1.75	$50.75	$84.00
A12	Finance Director	$55.00	$95.00	1.94	$106.70	$184.30
A13	Chief Financial Officer	$80.00	$150.00	1.94	$155.20	$291.00
	Administrative Support and Clerical:					
B01	Accounting Clerk I	$12.00	$18.00	1.75	$21.00	$31.50
B02	Accounting Clerk II	$18.00	$21.00	1.75	$31.50	$36.75
B03	Accounting Clerk III	$21.00	$24.00	1.75	$36.75	$42.00
B04	Administrative Assistant	$13.00	$19.00	1.71	$22.23	$32.49
B05	Call Center Representative	$15.00	$26.00	1.71	$25.65	$44.46
B06	Copy Machine Operator	$12.00	$15.00	1.71	$20.52	$25.65
B07	Court Reporter					
B08	Customer Service Representative I	$15.00	$18.00	1.71	$25.65	$30.78
B09	Customer Service Representative II	$18.00	$22.00	1.71	$30.78	$37.62
B10	Customer Service Representative III	$22.00	$27.00	1.71	$37.62	$46.17
B11	Data Entry Operator I	$12.00	$16.00	1.71	$20.52	$27.36
B12	Data Entry Operator II	$16.00	$20.00	1.71	$27.36	$34.20
B13	Document Preparation Clerk	$12.00	$18.00	1.71	$20.52	$30.78
B14	Executive Assistant	$19.00	$29.00	1.71	$32.49	$49.59
B15	General Clerk I	$12.00	$15.00	1.71	$20.52	$25.65
B16	General Clerk II	$15.00	$20.00	1.71	$25.65	$34.20
B17	General Clerk III	$20.00	$24.00	1.71	$34.20	$41.04
B18	Legal Secretary I	$18.00	$24.00	1.78	$32.04	$42.72
B19	Legal Secretary II	$24.00	$31.00	1.78	$42.72	$55.18
B20	Mail Room Clerk	$12.00	$15.00	1.71	$20.52	$25.65
B21	Messenger Courier					
B22	Personnel Assistant (Employment) I	$12.00	$15.00	1.71	$20.52	$25.65
B23	Personnel Assistant (Employment) II	$15.00	$18.00	1.71	$25.65	$30.78
B24	Personnel Assistant (Employment) III	$18.00	$22.00	1.71	$30.78	$37.62
B25	Production Control Clerk	$15.00	$25.00	1.71	$25.65	$42.75
B26	Secretary I	$12.00	$15.00	1.71	$20.52	$25.65
B27	Secretary II	$15.00	$18.00	1.71	$25.65	$30.78
B28	Secretary III	$18.00	$25.00	1.71	$30.78	$42.75
B29	Supply Technician					
B30	Receptionist/Switchboard Operator	$12.00	$18.00	1.71	$20.52	$30.78
B31	Records Management Clerk	$15.00	$25.00	1.71	$25.65	$42.75
B32	Travel Clerk I					
B33	Travel Clerk II					
B34	Travel Clerk III					
B35	Word Processor I	$12.00	$15.00	1.71	$20.52	$25.65
B36	Word Processor II	$15.00	$18.00	1.71	$25.65	$30.78
B37	Word Processor III	$18.00	$22.00	1.71	$30.78	$37.62
	Education:					
C01	Teacher I					
C02	Teacher II					
C03	Teacher III					
C04	At Risk Counselor I					
	General Services and Materials Handling Support :					
D01	Forklift Operator					
D02	Gardener					
D03	General Maintenance Worker					
D04	Janitor					

D05	Laborer					
D06	Librarian					
D07	Library Aide/Clerk					
D08	Library Technician					
D09	Material Coordinator					
D10	Material Handling Laborer					
D11	Order Filler					
D12	Shipping Packer					
D13	Shipping / Receiving Clerk	$12.00	$18.00	1.71	$20.52	$30.78
D14	Stock Clerk					
D15	Park Naturalist					
D16	Recreation Specialist					
D17	Warehouse Specialist					
	Health:					
E01	Breath Alcohol Technician					
E02	Certified Occupational Therapist Assistant					
E03	Certified Physical Therapist Assistant					
E04	Claims Processor	$15.00	$24.50	1.71	$25.65	$41.90
E05	Claims Processor (Senior)	$19.00	$30.00	1.71	$32.49	$51.30
E06	Dental Assistant					
E07	Dental Hygienist					
E08	Dietary Aide					
E09	EKG Technician					
E10	Electroneurodiagnostic Technologist					
E11	Eligibility / Insurance Verifier	$13.00	$22.00	1.71	$22.23	$37.62
E12	Eligibility Referral Coordinator	$13.00	$22.00	1.71	$22.23	$37.62
E13	Emergency Medical Technician					
E14	Insurance Coordinator	$15.00	$24.50	1.71	$25.65	$41.90
E15	Licensed Practical Nurse I					
E16	Licensed Practical Nurse II					
E17	Licensed Practical Nurse III					
E18	Medical Assistant					
E19	Medical Laboratory Technician					
E20	Medical Record Clerk	$13.00	$19.00	1.71	$22.23	$32.49
E21	Medical Record Technician					
E22	Medical Transcriptionist					
E23	Nuclear Medicine Technologist					
E24	Nursing Assistant I					
E25	Nursing Assistant II					
E26	Nursing Assistant III					
E27	Nursing Assistant IV					
E28	Optical Dispenser					
E29	Optical Technician					
E30	Pharmacy Technician					
E31	Phlebotomist					
E32	Radiologic Technologist					
E33	Registered Nurse I					
E34	Registered Nurse II					
E35	Registered Nurse III					
E36	Registered Nurse IV					
E37	Scheduler (Drug and Alcohol Testing)					
E38	Substance Abuse Treatment Counselor					
	Information Technology:					
F01	Application Developer	$40.00	$75.00	1.75	$70.00	$131.25
F02	Application Support Analyst	$30.00	$60.00	1.75	$52.50	$105.00
F03	Applications Engineer	$40.00	$75.00	1.75	$70.00	$131.25
F04	Computer Operator I	$18.00	$27.00	1.75	$31.50	$47.25
F05	Computer Operator II	$25.00	$34.00	1.75	$43.75	$59.50
F06	Computer Operator III	$32.00	$39.00	1.75	$56.00	$68.25
F07	Computer Operator IV	$40.00	$49.00	1.75	$70.00	$85.75
F08	Computer Operator V	$48.00	$60.00	1.75	$84.00	$105.00
F09	Computer Programmer I	$33.00	$49.50	1.75	$57.75	$86.63
F10	Computer Programmer II	$50.00	$60.50	1.75	$87.50	$105.88
F11	Computer Programmer III	$61.00	$77.00	1.75	$106.75	$134.75
F12	Computer Programmer IV	$78.00	$93.50	1.75	$136.50	$163.63
F13	Computer Systems Analyst I	$30.00	$40.00	1.75	$52.50	$70.00
F14	Computer Systems Analyst II	$40.00	$50.00	1.75	$70.00	$87.50
F15	Computer Systems Analyst III	$50.00	$77.00	1.75	$87.50	$134.75
F16	Customer Support Administrator	$17.00	$35.00	1.75	$29.75	$61.25
F17	Customer Support Specialist	$15.00	$20.00	1.75	$26.25	$35.00
F18	Database Administrator	$38.50	$70.00	1.75	$67.38	$122.50
F19	Data Center Support Specialist	$35.00	$70.00	1.75	$61.25	$122.50

F20	Desktop Support Manager	$35.00	$55.00	1.75	$61.25	$96.25
F21	Desktop Support Specialist	$18.00	$26.00	1.75	$31.50	$45.50
F22	Developer	$35.00	$70.00	1.75	$61.25	$122.50
F23	Director of Technology	$40.00	$95.00	1.75	$70.00	$166.25
F24	Front End Web Designer	$45.00	$55.00	1.85	$ 83.25	$ 101.75
F25	GIS (Geographic Info. Systems) Tech. I	$33.00	$55.00	1.75	$57.75	$96.25
F26	GIS (Geographic Info. Systems) Tech. II	$44.00	$66.00	1.75	$77.00	$115.50
F27	Help Desk Specialist	$15.00	$20.00	1.75	$26.25	$35.00
F28	Help Desk Technician	$15.00	$25.00	1.75	$26.25	$43.75
F29	Information Systems Project Manager	$35.00	$60.00	1.75	$61.25	$105.00
F30	Information Technology Coordinator	$20.00	$35.00	1.75	$35.00	$61.25
F31	Information Technology Director	$40.00	$95.00	1.75	$70.00	$166.25
F32	Information Technology Manager	$33.00	$68.00	1.75	$57.75	$119.00
F33	IT Support Manager	$33.00	$50.00	1.75	$57.75	$87.50
F34	IT Support Specialist	$18.00	$30.00	1.75	$31.50	$52.50
F35	IT Systems Administrator	$35.00	$50.00	1.75	$61.25	$87.50
F36	Java Developer	$40.00	$75.00	1.75	$70.00	$131.25
F37	Management Information Systems Director	$40.00	$80.00	1.75	$70.00	$140.00
F38	Network/Communications Support Clerk	$22.00	$38.50	1.75	$38.50	$67.38
F39	Network Systems Administrator	$35.00	$50.00	1.75	$61.25	$87.50
F40	Peripheral Equipment Operator	$18.00	$30.00	1.75	$31.50	$52.50
F41	Senior Database Administrator	$30.00	$65.00	1.75	$52.50	$113.75
F42	Senior Network System Administrator	$45.00	$90.00	1.75	$78.75	$157.50
F43	Senior Programmer	$40.00	$75.00	1.75	$70.00	$131.25
F44	Senior Programmer Analyst	$25.00	$40.00	1.75	$43.75	$70.00
F45	Senior Security Specialist	$40.00	$90.00	1.75	$70.00	$157.50
F46	Senior Support Specialist	$28.00	$40.00	1.75	$49.00	$70.00
F47	Senior System Administrator	$40.00	$75.00	1.75	$70.00	$131.25
F48	Senior System Analyst	$30.00	$65.00	1.75	$52.50	$113.75
F49	Senior Web Administrator	$35.00	$55.00	1.75	$61.25	$96.25
F50	Senior Web Developer	$40.00	$70.00	1.75	$70.00	$122.50
F51	Software Developer	$45.00	$75.00	1.75	$78.75	$131.25
F52	Software Quality Assurance Analyst	$35.00	$55.00	1.75	$61.25	$96.25
F53	Support Specialist	$18.00	$28.00	1.75	$31.50	$49.00
F54	Systems Administrator	$30.00	$45.00	1.75	$52.50	$78.75
F55	Systems Analyst	$20.00	$35.00	1.75	$35.00	$61.25
F56	Systems Designer	$30.00	$55.00	1.75	$52.50	$96.25
F57	System Support Specialist	$18.00	$28.00	1.75	$31.50	$49.00
F58	Technical Operations Officer	$40.00	$80.00	1.75	$70.00	$140.00
F59	Technical Support Specialist	$18.00	$28.00	1.75	$31.50	$49.00
F60	Technical Specialist	$20.00	$32.00	1.75	$35.00	$56.00
F61	Telecommunications Specialist	$18.00	$32.00	1.75	$31.50	$56.00
F62	Web Administrator	$32.00	$45.00	1.75	$56.00	$78.75
F63	Web Developer	$35.00	$55.00	1.75	$61.25	$96.25
F64	Web Master	$35.00	$55.00	1.75	$61.25	$96.25
F66	ERP Consultant	$82.35	$120.00	1.75	$144.11	$210
G01	Buyer I					
G02	Buyer II					
G03	Buyer III					
G04	Purchasing Manager	$33.00	$77.00	1.94	$64.02	$149.38
		Professional:				
H01	Attorney	$30.00	$50.00	1.86	$55.80	$93.00
H02	Business Development Manager					
H03	Business Development Sales Rep.					
H04	Contract Administrator	$18.00	$27.00	1.78	$32.04	$48.06
H05	Contract Specialist	$25.00	$30.00	1.78	$44.50	$53.40
H06	Community Relations Representative II					
H07	Community Relations Representative III					
H08	Compliance Manager	$32.00	$44.00	1.78	$56.96	$78.32
H09	Contract Administrator	$18.00	$27.00	1.78	$32.04	$48.06
H10	Contract Manager	$30.00	$40.00	1.78	$53.40	$71.20
H11	Executive Consultant	$45.00	$80.00	1.94	$87.30	$155.20
H12	Facility Manager					
H13	Fire / HAZMAT Specialist					
H14	Grant Administrator	$22.00	$35.00	1.78	$39.16	$62.30
H15	Housing Specialist					
H16	Human Resources Coordinator	$18.00	$27.00	1.78	$32.04	$48.06
H17	Human Resources Manager	$27.50	$49.50	1.94	$53.35	$96.03
H18	Human Resources Specialist	$22.00	$38.00	1.78	$39.16	$67.64
H19	Inspection Manager					
H20	Inspection Specialists					

H21	Insurance Specialist I					
H22	Insurance Specialist II					
H23	Insurance Specialist III					
H24	Law Enforcement Specialist					
H25	Logistics Specialists					
H26	Logistics Manager					
H27	Marketing Specialist	$20.00	$24.00	1.85	$37.00	$44.40
H28	Paralegal/Legal Assistant I	$16.00	$20.00	1.78	$28.48	$35.60
H29	Paralegal/Legal Assistant II	$20.00	$24.00	1.78	$35.60	$42.72
H30	Paralegal/Legal Assistant III	$28.00	$34.00	1.78	$49.84	$60.52
H31	Paralegal/Legal Assistant IV	$36.00	$49.00	1.78	$64.08	$87.22
H32	Park Ranger					
H33	Presentation Designer	$28.00	$35.00	1.85	$51.80	$64.75
H34	Principle Consultant	$38.00	$70.00	1.94	$73.72	$135.80
H35	Proofreader	$28.00	$32.00	1.85	$51.80	$59.20
H36	Public Assistance Specialist					
H37	Safety Manager					
H38	Security - unarmed					
H39	Security - armed					
H40	Senior Writer	$25.00	$40.00	1.85	$46.25	$74.00
H41	Social Media Manager	$28.00	$35.00	1.85	$51.80	$64.75
H42	Transportation Manager					
H43	Website Designer	$30.00	$38.00	1.85	$55.50	$70.30
	Scientific:					
I01	Wildlife Biologist					
I02	Environmental Coordinator I					
I03	Geologist					
	Miscellaneous:					
J01	Cashier					
J02	Desk Clerk	$12.00	$16.00	1.71	$20.52	$27.36
J03	Lifeguard					
J04	Park Attendant (Aide)					
J05	Recreation Aide/Health Facility Attendant					
J06	Recreation Specialist					
J07	Sales Clerk					
J08	School Crossing Guard					
J09	Sports Official					
J10	Load Ticket Data Entry Clerk					

Code (if any)	Description of Additional Services	Offered Rate, Price
	Our Salaried Professional Service (SPS) for recurring projects and long-term interim work is a unique differentiator for Robert Half. When staffing continuity is imperative for our clients, we often leverage our SPS professionals. These Robert Half employees have chosen a full-time career with the company and receive a competitive full-time salary and benefits. By offering skilled professionals this career opportunity, we can provide our clients with access to professionals who are not typically available through traditional temporary staffing services. The Salaried Professionals we assign are completely focused, eliminating staff disruptions during projects work. The result is efficiency and productivity when you need it the most, minimizing turnover and ensuring our clients are completing projects on time and on budget. NOTE: The mark-up for individuals assigned through Salaried Professional Services (SPS) will be one-hundred and thirty-five percent (135%). Individuals assigned through SPS are not intended for contract-to-hire. In the event H-GAC hires an SPS professional, the conversion fee will equal 50% of the professional's aggregate annual compensation, including bonuses.	**153%**

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-057- Approving an Amendment to an Agreement for Public Relations Services, Event Management, and Event Marketing between the City and Zucker Media Group, LLC increasing the fee payable by $679.35 for a new total payment amount not to exceed $50,678.35.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-057 **.**

Explanation of Request: The 7th biennial International Kinetic Art Experience 2025, managed by Zucker Media Group, LLC Marketing & Event Management Services, resulted in a highly successful and signature weekend event for the City of Boynton Beach; however, the total expenses were exceeded by $679.35. The exceeded costs were due to printing, re-packaging, and mailing (including returning artwork overseas) in the amount of $679.35, of which receipts were submitted for reimbursement.

How will this affect city programs or services? The City's programs and services have been enhanced with the addition of the new outdoor kinetic artwork, as it will be on display for 18 months for the community to enjoy at no cost.

Account Line Item and Description: Account: Special Events 151-2611-579-48-24

Fiscal Impact: Fiscal impact = $679.35

Attachments:
R25-057 Agenda_Item_2778-2025_Amendment_No._1_-_Zucker_Media_Group__LLC__1_.docx
Exhibit A to Resolution - Amd #1 signed.pdf
Agmt

RESOLUTION NO. R25-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ZUCKER MEDIA GROUP, LLC FOR LABOR, EQUIPMENT, MARKETING, AND EVENT MANAGEMENT SERVICES RELATED TO THE 2025 CITY OF BOYNTON BEACH INTERNATIONAL KINETIC ART EVENT; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on June 13, 2024, the City and Zucker Media Group, LLC ("Vendor") entered into "Agreement Between the City of Boynton Beach and Zucker Media Group, LLC" ("the Agreement") for labor, equipment, marketing, and event management services related to the 2025 City of Boynton Beach International Kinetic Art Event; and

WHEREAS, the Parties desire to amend the Agreement to increase the total not-to-exceed amount from $49,999.00 to $50,678.35; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve Amendment No. 1 to the Agreement Between the City of Boynton Beach and Zucker Media Group, LLC ("the Amendment");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Amendment, in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment. The Mayor is further authorized to execute any ancillary documents required under the Amendment or necessary to accomplish the purposes of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Amendment as a public record of the City. A copy of the fully executed Amendment shall be provided to Kelly Armstead to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ZUCKER MEDIA GROUP, LLC

This first Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation, with an address of 100 East Ocean Avenue, Boynton Beach, FL 33435 ("City"), and Zucker Media Group, LLC, a Florida limited liability company, with a principal address of 17226 Teton River Road, Boca Raton, FL 33496 corporation registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On June 13, 2024, the Parties entered into "AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ZUCKER MEDIA GROUP, LLC" (the "Agreement") for labor, equipment, marketing, and event management services related to the 2025 City of Boynton Beach International Kinetic Art Event (the "Services").

B. The Parties desire to amend the Agreement to increase the total Fee amount to be paid by the City for the Services.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

Amendment to Section 6.A.: Fee.
Section 6.A. of the Agreement is hereby amended to increase the maximum amount to be paid by City pursuant to the Agreement from $49,999.00 to $50,678.35.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City with respect to any of the matters covered by the Agreement.

6. The effective date of this Amendment shall be the date of complete execution by the Parties.

7. This Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

_____

_____, Mayor

Approved as to Form:

_____

Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____

Maylee DeJesus, City Clerk

ZUCKER MEDIA GROUP, LLC

_____

(Signature)

Zucker Media Group, LLC

VALERIE ZUCKER

Print Name of Authorized Official

CEO, MANAGING PARTNER

Title

(Corporate Seal)

Attest/Authenticated:

_____

(Signature), Witness

_____

Print Name

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MEMO

To: Daniel Dugger, City Manager

From: Stacey R. Weinger, Deputy City Attorney

Date: June 17, 2024

Dept. Art & Public Places

Matter # 24-0416

Re: **Zucker Media Group, LLC Marketing & Event Management Services Agreement**

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The City Manager is authorized to execute the document in accordance with:

☒ Resolution No. R24-011

If authorized by the Procurement Policy, the procurement method is:

☐ Small Purchase
☐ Quotes
☐ Emergency Procurement
☒ Single Source
☐ Sole Source
☐ _____

Contract Amount: $49,999

Est. Expiration Date: March 15, 2025

To: **Office of the City Clerk**

Please: Attest to the execution by the City Manager and insert the date.

Estimated Record Retention Review: April 2030

Please **retain one original** as a public record and **forward a copy of the fully-executed document** to:

Craig Clark, Art & Public Places

To: **Craig Clark, Art & Public Places**

Please forward the fully-signed original contract to the Vendor.

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ZUCKER MEDIA GROUP, LLC

This Agreement is made as of this 13 day of JUNE, 2024 by and between Zucker Media Group, LLC, with a principal address of 17226 Teton River Road, Boca Raton, Florida 33496, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

1. **PROJECT DESIGNATION:** Vendor is retained by the City as a single source to provide labor, equipment, marketing, and event management services related to the 2025 City of Boynton Beach International Kinetic Art Event.

2. **SCOPE OF SERVICES**. Vendor agrees to perform all Public Relations services, Event Management, and Event Marketing, as specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Vendor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Vendor impractical, illogical, or unconscionable.

3. **TIME FOR PERFORMANCE**. Work under the Agreement shall commence upon full execution of this agreement by the Parties. Vendor shall perform all services and provide all work products required pursuant to this Agreement. Time is of the essence for Vendor's performance of the duties, obligations, and responsibilities required by this Agreement.

4. **TERM**. This Agreement shall commence upon full execution by the Parties, and continue through March 15, 2025.

5. **NOTICES**. All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

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Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Vendor: Valerie Zucker
Zucker Media Group, LLC
17226 Teton River Road
Boca Raton, FL 33496
Telephone: (305) 321 7556
valerie@vzucker.com

6. **FEE, INVOICES, AND PAYMENT.**

A. For all Services provided under this Agreement, City will pay Vendor a maximum of $49,999, in accordance with the Payment Schedule attached hereto as Exhibit B.

B. Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

C. Payment shall be made only for services actually performed and completed pursuant to this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty or incomplete rendition of the Services.

7. **TAX EXEMPT.** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

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8. **SOVEREIGN IMMUNITY.** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

9. **ATTORNEY'S FEES.** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

10. **PUBLIC RECORDS.** The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the City to perform the service;

    B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

    D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

    E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

11. **SCRUTINIZED COMPANIES - 287.135 AND 215.473.** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The

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Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

12. **E-VERIFY**. Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

13. **DISPUTES**. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

14. **TERMINATION**

a. Termination for Convenience. This Agreement may be terminated by the City for convenience upon Thirty (30) calendar days written notice. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

b. Termination for Cause. In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by the defaulting Party of written notice of such neglect or failure.

c. If this Agreement is terminated by City pursuant to this section, Vendor shall be paid for any Services properly performed through the termination date specified in

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the written notice of termination, subject to any right of City to retain any sums otherwise due and payable, and City shall have no further obligation to pay Vendor for Services under this Agreement.

15. **INDEMNIFICATION.** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate contractors, any of their subcontractors, or sub-subcontractors (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, any sums due Vendor under this Agreement may be retained by City until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

16. **INSURANCE.** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

i. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each disease, and One Million Dollars ($1,000,000.00) aggregate by disease.

ii. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

1. Premises and/or Operations on an occurrence basis.
2. Products and/or Completed Operations Liability on an occurrence basis.
3. Broad Form Property Damage.
4. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

The Certificate of Insurance shall name the City of Boynton Beach, the Boynton Beach Community Redevelopment Agency, and their officers, employees and agents as an additional insured.

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17. **LIMITATION OF LIABILITY.** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

18. **INDEPENDENT CONTRACTOR.** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Vendor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

19. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

20. **ASSIGNMENT.** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

21. **AGREEMENT SUBJECT TO FUNDING.** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

22. **NON-EXCLUSIVE.** This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

23. **REPRESENTATION OF AUTHORITY.** Vendor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Vendor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Vendor has with any third party or violates applicable law. Vendor further represents and warrants that execution of this Agreement is within Vendor's legal powers, and each individual executing this Agreement on behalf of Vendor is duly authorized by

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all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

24. **RIGHTS IN DOCUMENTS AND WORK.** Any and all videos, photographs, documents, materials, data, or other work created by Vendor in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Vendor hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Vendor to City within seven (7) days after expiration or termination. Any compensation due to Vendor may be withheld until all Documents and Work are received as provided in this Agreement. Vendor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

25. **THIRD-PARTY BENEFICIARIES.** Neither Vendor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

26. **MATERIALITY AND WAIVER OF BREACH.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

27. **COUNTERPARTS AND MULTIPLE ORIGINALS.** This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

28. **NON-DISCRIMINATION.** Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

29. **REGULATORY CAPACITY.** Notwithstanding the fact that City is a political subdivision with certain regulatory authority, City's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to City as a Party to this Agreement.

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30. **ENTIRE AGREEMENT.** The Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

31. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

32. **FORCE MAJEURE.** If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the affected party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other party. The City reserves the right to reschedule the Event to a mutually agreed-upon date if rescheduling is necessary due to a Force Majeure Event. This section shall not supersede or prevent the exercise of any right either party may otherwise have to terminate this Agreement.

(Signatures on following page)

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

Daniel Dugger, City Manager

ZUCKER MEDIA GROUP, LLC

(Signature), Company

VALERIE ZUCKER

Print Name of Authorized Official

CEO

Title

Approved as to Form:

Office of the City Attorney

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Print Name

Attested/Authenticated:

Maylee DeJesus, City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

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EXHIBIT A
SCOPE OF SERVICES

Working Project Dates:
May 10, 2024 – March 15, 2025

Overview:
Vendor will oversee the 2025 Kinetic Art Event planning process, management, public relations, and marketing process from cultivation, approvals, and implementation. This process includes budgeting and operating as a liaison with the City of Boynton Beach to create a positive experience for all patrons attending the 2025 City of Boynton Beach's International Kinetic Art Event.

Vendor must produce and manage an event plan and task timeline for the Event, which includes a master schedule, marketing and advertising plan, strategies for outreach to artists and vendors, permit application, coordination with police and fire, volunteer recruitment, site design, layout, and communication plan. Vendor's services shall include but are not limited to, assistance with coordinating public information to maximize attendance at the Event, advertising and public relations related to the Event, full management operations and coordination in the days immediately preceding and during the Event, and providing professional staffing. The City will contract for all artists/caterers/services.

Event Management. Vendor shall coordinate and manage all elements of the Event, before, during, and after the event, including breakdown and site cleanup, and provide the following services:

Artists:

- ☐ Secure (15-18) Outdoor artists for annual display installed on the concrete pads
- ☐ Secure (15-18) Indoor artists (for Feb. 1-2, 2025 / weekend only)

- **Outdoor Exhibition / Centennial Park and Amphitheater**
  - Outreach Kinetic artists to seek interest and secure their participation
  - Oversee contracts and Stipend payments for artists
  - Coordination of shipping & installation with artists and installer
  - Insurance Coordination (City or Artist)
  - Secure materials necessary for the event
  - Liaison with the City on permitting the pieces for installation on Ocean and Seacrest Blvd., including, but not limited to, assisting with permit application and submittal (City will be responsible for payment of permit fees)
  - Coordinate Food Trucks (City to issue PO's to vendors directly)
  - Identify and obtain proposals for Vendor-Catering for drink service station (water, sodas, and alcoholic beverages) (City to issue PO's or contract with vendors directly)
  - Secure Interactive Vendors (City to issue PO's or contract with vendors directly)

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- Identify /Coordinate security with off-duty police (City to contract for service)
- Coordinate with Fire Department (City to contract for service, as needed)
- Coordinate Rentals: Tents, Golf Carts, and Radios in accordance with City requirements
- Identify and obtain proposals for Outdoor LIVE music / Amphitheater with sound/audio coordination (City to contract for service)

- **Indoor (Arts & Cultural Center) Gallery Exhibition:**
  - Outreach to Kinetic artists/*galleries* in Palm Beach County and secure participation.
  - Oversee contracts and review drop-off and pick-up criteria
  - Coordinate and schedule Load-in / Drop-off & pick-ups (Pre-post) installation
  - Obtain proposals for and coordinate Gallery wall rentals (City to contract)
  - Coordinate with Art group for installation of items (City to contract)
  - Coordinate volunteers and other hired staffing to direct guests and hand out brochures
  - Identify vendors: Bathrooms, trash management, and clean-up, plus "wash stations" – TBA.
  - *Artist Talks (not listed on quotation) – TBA
  - *Kids Program (not listed on quotation) - TBA

- *For Both – Indoor & Outdoor:*
  - Provide all necessary staff and volunteer support and roles, provide lunch vouchers, and establish general protocols. The Vendor must provide the City with a list of volunteers being used and all volunteers must sign the City's Hold Harmless Certificate provided for the Event. Volunteers and all staff must be properly attired and be courteous and respectful to all guests and City personnel. The City retains the right to remove persons who do not comply with these requirements from the Event.
    Media Coordination of interviews and photos
  - Identify, Obtain Proposal(s) for, and Coordinate Event Photography (City to contract directly with photographer)

Event Marketing, Publicity/Promotion & Advertising. Vendor will design, develop, and disseminate marketing and advertising print and digital materials. Vendor shall provide the following services:

Goals & Objectives:

1. *Develop and execute all PR/promotion, marketing, and advertising plans in collaboration with the City of Boynton Beach's Public Affairs Department and other departments as necessary to drive awareness of the event.*

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2. *Event logistics & Management to ensure the proper flow plan and coordination with the City of Boynton Beach, artists, and team leaders to create a positive City of Boynton Beach experience.*

- **Marketing & Advertising:**
  - Design and print 5,000 tri-fold event brochures with the map of the art
  - Design Traditional media ads
  - Design Social Media and digital marketing campaign ads
  - Boost social media campaign
  - Identify and negotiate media/advertising buys (City to issue PO for media/advertising purchase)
  - Create directional street and common area signage

- **Publicity & Promotion:**
  - Craft and distribute media materials
  - Secure print, broadcast, and digital "earned" media coverage in Palm Beach County
  - Leverage Ad/Media placements for additional editorials
  - Tracking all media (clips) for post-event recap report

Create EPK (Electronic Press Kit):

- 2025 Kinetic Art Event // Press Release with artist Bios included
- Exhibition photography and video, including b-roll

- News releases and media photo opportunities:
  - Announcement of 2025 Kinetic Art Event
  - Photo Opportunity: Exhibition load-in video and photos
  - Media Advisory Weekend of Events
  - Opening weekend (public)
  - On-going calendars

All marketing and advertising materials must be approved by the City in writing in advance.

Management / Meetings /Reporting. Vendor shall:
- As required, attend meetings for Public Art Advisory Board and City Commission
- Provide bi-weekly updates that include the current status of work completed and upcoming plans, including contracts/vendors identified, a summary of services completed, updated plans, etc.
- Vendor will ensure that all persons responsible for Vendor's performance of the Services are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of the Agreement.

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EXHIBIT B
PAYMENT SCHEDULE

JULY 2024 - $5,555.44

- On-boarding // Host initial - Review meeting
- Projected targets for outdoor and indoor artists
- Discuss "Calling all artists" by membership on FAPAP- https://www.floridapublicart.org/
- Secure Quote for Gallery wall rentals, lighting
- Secure quotes with Paul Slater for installation of Outdoor and Indoor pieces
- Secure itemized quotes from installer, art walls, weekend catering
- Secure itemized quotes on design and printing for brochure
- Secure itemized quotes for social media and boosting of digital marketing
- Vendors: Bathrooms, trash management and clean-up, plus "wash stations" – TBA.
- Secure quotes for Entertainment
- Secure quotes for Trash, Security, Fire, Police
- Secure quotes for STAFF weekend

AUGUST 2024 – $5,555.44

- Outreach Kinetic artists to seek interest and secure their participation
- Outreach to Kinetic artists/*galleries* (indoor) in Palm Beach County and secure participation
- Review final budgets of all proposals quoted
- Work to execute agreements of all proposals – with final budgets
- Develop and execute all PR/promotion, marketing and advertising plans in collaboration with the City of Boynton Beach's Public Affairs Department
- As required, attend meetings for Public Art Advisory Board and City Commission
- Provide bi-weekly updates

SEPTEMBER 2024 - $5,555.44

- Continue confirming budgets and approvals
- Work to execute agreements of all proposals
- Drafting of press materials/calendars for long-lead outlets
- Liaison with the City on Permitting the pieces for installation on Ocean and Seacrest Blvd.
- Outreach Kinetic artists to seek interest and secure their participation
- Oversee contracts and Stipend payments for artists
- Coordination of shipping & installation with artists and installer
- Insurance Coordination (City or Artist)
- Outreach to Kinetic artists/*galleries* (indoor) in Palm Beach County and secure participation
- Oversee contracts and review drop-off and pick-up criteria
- Coordinate and schedule Load-in / Drop-off & pick-ups (Pre-post) installation
- Contract with Gallery wall rentals
- Contract with Art group for installation of items
- Develop and execute all PR/promotion, marketing and advertising plans in collaboration with the City of Boynton Beach's Public Affairs Department
- As required, attend meetings for Public Art Advisory Board and City Commission
- Provide bi-weekly updates

OCTOBER 2024 - $5,555.44

- Finalize press materials/calendars for long-lead outlets

- Graphic Design -- Rough Draft: Brochure & Social Media
- Liaison with the City on Permitting the pieces for installation on Ocean and Seacrest Blvd.
- Outreach Kinetic artists to seek interest and secure their participation
- Oversee contracts and Stipend payments for artists
- Coordination of shipping & installation with artists and installer
- Insurance Coordination (City or Artist)
- Begin discussion - "Artist Talks" and prospects based on confirmed artists
- Outreach to Kinetic artists/*galleries* (indoor) in Palm Beach County and secure participation
- Develop and execute all PR/promotion, marketing and advertising plans in collaboration with the City of Boynton Beach's Public Affairs Department
- As required, attend meetings for Public Art Advisory Board and City Commission
- Provide bi-weekly updates

NOVEMBER 2024 - $5,555.44

- Distribute Press materials/ calendars for long-lead outlets
- Graphic Design – Edits or Final Rough Draft: Brochure & Social Media
- Confirm and Hire Outdoor LIVE music / Amphitheater with sound/audio coordination
- Liaison with the City on Permitting the pieces for installation on Ocean and Seacrest Blvd.
- Outreach Kinetic artists to seek interest and secure their participation
- Oversee contracts and Stipend payments for artists
- Coordination of shipping & installation with artists and installer
- Insurance Coordination (City or Artist)
- Outreach to Kinetic artists/*galleries* (indoor) in Palm Beach County and secure participation
- Oversee contracts and review drop-off and pick-up criteria (Indoor artists)
- Coordinate and schedule Load-in / Drop-off & pick-ups (Pre-post) installation (indoor artists)
- Develop and execute all PR/promotion, marketing and advertising plans in collaboration with the City of Boynton Beach's Public Affairs Department
- Event logistics & Management to assure the proper flow plan and coordination with the City of Boynton Beach, artists and team leaders to create a positive City of Boynton Beach experience.
- As required, attend meetings for Public Art Advisory Board and City Commission
- Provide bi-weekly updates

DECEMBER 2024 - $5,555.44

- Re-distribute Press materials/ calendars for long-lead outlets
- Graphic Design – Printing of Brochure
- Media Advisory drafting
- Hire /Coordinate security with off-duty police
- Hire /Coordinate with Fire Department
- Coordinate Rentals: Tent, Golf Carts, Radios
- Hire Vendor-Catering for drink service station (water, sodas and alcoholic beverages)
- Discuss food trucks with owners of trucks
- Liaison with the City on Permitting the pieces for installation on Ocean and Seacrest Blvd.
- Oversee contracts and Stipend payments for artists
- Confirm Food Trucks
- Coordination of shipping & installation with artists and installer
- Insurance Coordination (City)
- Oversee contracts and review drop-off and pick-up criteria (Indoor artists)
- Coordinate and schedule Load-in / Drop-off & pick-ups (Pre-post) installation (indoor artists)

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- Finalize "Artist Talks"
- Event logistics & Management to assure the proper flow plan and coordination with the City of Boynton Beach, artists and team leaders to create a positive City of Boynton Beach experience.
- As required, attend meetings for Public Art Advisory Board and City Commission
- Provide bi-weekly updates

JANUARY 2025 - $5,555.44

- Media Advisory, Final approvals
- Distribution of media advisory to secure TV Coverage, newspaper photographers, writers
- Confirm Food Trucks
- Liaison with the City on Permitting the pieces for installation on Ocean and Seacrest Blvd.
- Staff and volunteer support and roles, lunch vouchers and general protocol
- Media Coordination of interviews and photos
- Hire/Coordinate Event Photography
- Create directional street and common area signage
- Oversee contracts and review drop-off and pick-up criteria (Indoor artists)
- Coordinate and schedule Load-in / Drop-off & pick-ups (Pre-post) installation (indoor artists)
- Coordinate volunteers and other hired staffing to direct guests and hand out brochures
- Event logistics & Management to assure the proper flow plan and coordination with the City of Boynton Beach, artists and team leaders to create a positive City of Boynton Beach experience.
- As required, attend meetings for Public Art Advisory Board and City Commission
- Provide bi-weekly updates

FEBRUARY 2025 - $8,055.44

- "Last Call" Distribution of media advisory to secure TV Coverage, newspaper photographers, writers
- Event Weekend: Manage and oversee all Event logistics & Management to assure the proper flow plan and coordination with the City of Boynton Beach, artists and team leaders to create a positive City of Boynton Beach experience.
- Secure print, broadcast and digital "earned" media coverage in Palm Beach County
- Saturday, Feb. 1 – AM - Host City official, sponsor, media breakfast
- Saturday, Feb. 1 – Event underway
- Sunday – Feb. 2 - Event underway
- Tracking all media clips
- Ensure all interior art has been returned to the owning artists
-

MARCH 2025 - $3,055.48. – Final Payment

- Ensure all interior art has been returned to the owning artists
- Recap / Close out Event – After Event Evaluation Meeting with City Staff (Zoom)
- End of Contract

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-058- Approve the renewal and purchase of insurance policies for flood insurance coverage with Wright Flood for the policies with effective dates of March 6, 2025.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-058.

Explanation of Request: The purchase and renewal of Flood policies will act as the primary Flood Insurance for the City with secondary coverage under the Preferred Government Insurance Trust (PGIT) policy.

How will this affect city programs or services? Wright Flood is the current insurance carrier the City elected for Flood coverage. Approval of this item will allow the City to continue coverage for another policy year in addition to adding coverage to other City locations based upon the changes to the FEMA Map Update.

Per the City's Procurement Policy, IV. EXEMPTIONS TO THE COMPETITIVE PROCESS. 8. Insurance is exempt from the procurement process. Insurance is a specialized service that involves complex risk assessments and underwriting processes. It is difficult or impractical to compare proposals in the same way as for other goods or services. The terms, coverage, exclusions, and premiums can vary significantly between providers, making standardizing a competitive bidding process challenging.

Budgeted Item: Yes

Account Line Item and Description: 522-1710-519-45-15- Liability Insurance Misc.

Fiscal Impact: Total cost: $22,878

Attachments:
R25-058 Agenda_Item_2794-2025_Wright_Flood_Insurance.docx
Exhibit A -to Resolution - 2025-02-04 - Boynton Beach - Flood - New Quote Evaluation (FEMA Map Update).pdf
Exhibit A -to Resolution 2025-03-06 BOYNTON BEACH - REQUOTE OF 091151129066 9-24-24 POLICY- PREM $3128.pdf
Exhibit A -to Resolution 2025-03-06 BOYNTON BEACH - REQUOTE OF 091151129067 10 9-

24-24 POLICY- PREM $2519.pdf
Exhibit A -to Resolution 2025-03- BOYNTON BEACH - 2240 RESTROOM BUILDING WrightFloodQuote_09QT5511674399_1738683821861 PREM $1281.pdf
Exhibit A -to Resolution 2025-03- BOYNTON BEACH - 2240 RESTROOM PAVILION WrightFloodQuote_09QT5511704899 PREM $2696.pdf
Exhibit A -to Resolution 2025-03-06 BOYNTON BEACH - 2600 S FEDERAL RESTROOM BUILDING WrightFloodQuote_09QT5511714799 PREM $980.pdf
Exhibit A -to Resolution 2025-03-06 - Boynton Beach - WrightFloodQuote_09QT5511730599_ NO Contents Premium $3405-.pdf
Exhibit A -to Resolution 2025-03-06 Boynton Beach - WrightFloodQuote_09QT5511742199 NO Contents- $4884.pdf
Exhibit A -to Resolution 2025-03-06 - Boynton Beach - WrightFloodQuote_09QT5511693999_ No Contents - Premium $3985.pdf

RESOLUTION NO. R25-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE RENEWAL OF INSURANCE POLICIES FOR FLOOD INSURANCE COVERAGE WITH WRIGHT FLOOD FOR THE POLICIES WITH EFFECTIVE DATES OF MARCH 6, 2025; AND FOR ALL OTHER PURPOSES.

WHEREAS, Wright Flood is the City's insurance provider for Flood insurance; and

WHEREAS, approval of this item will allow the City to continue coverage for another policy year in addition to adding coverage to other City locations based upon the changes to the FEMA Map Update; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the renewal of Flood insurance coverage with Wright Flood for policies effective March 6, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the renewal of insurance policies for Flood insurance coverage with Wright Flood for the policies with effective dates of March 6, 2025, as further described in Exhibit A, attached hereto.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Flood Policies - Spring
FY 2025 New Quote Evaluation
Policy Year 2025-2026

					New Quotes - Buildings in SFHA as of 12/20/24 FEMA Map Update (PBC)			
Building Name	**Address**	**Eff Date**	**Quote #**	**Insurance Carrier**	**Deductible**	**Building Limit**	**Content Limit**	**Current Premium**
Boat Ramp Park Clubhouse	2010 N Federal Hwy	3/6/2025	09QT5511578799	Wright	$1,250	$280,000	$17,000	$3,128
Boat Ramp Park Restroom Building	2010 N Federal Hwy	3/6/2025	09QT5511587199	Wright	$1,250	$229,000	$0	$2,519
Intracoastal Park Clubhouse	2240 N Federal Hwy	3/6/2025	09QT5511693999	Wright	$1,250	$500,000	$0	$3,985
Intracoastal Park Restroom	2240 N Federal Hwy	3/6/2025	09QT5511674399	Wright	$1,250	$117,000	$0	$1,281
Intracoastal Park Restroom/Pavilion	2240 N Federal Hwy	3/6/2025	09QT5511704899	Wright	$1,250	$500,000	$0	$2,696
Jaycee Park Restroom	2600 S Federal Hwy	3/6/2025	09QT5511714799	Wright	$1,000	$51,000	$0	$980
Senior Center	1021 S Federal Hwy	3/6/2025	09QT5511730599	Wright	$1,250	$500,000	$0	$3,405
Women's Club	100 S Federal Hwy	3/6/2025	09QT5511742199	Wright	$1,250	$500,000	$0	$4,884
Total Annual Premium								**$22,878**

STANDARD FLOOD NON-BINDING QUOTE

Wright National Flood Insurance Company
A Stock Company
PO Box 33003
St. Petersburg, FL, 33733
Office: 800.820.3242
Fax: 800.850.3299

AGENCY INFORMATION		QUOTE INFORMATION	
Agency Number	48943	**Quote Number**	09QT5511578799
Agency	THE GEHRING GROUP INC	**Applicant**	CITY OF BOYNTON BEACH
Address	3500 KYOTO GARDENS DR,	**Current Date**	02/04/2025
City, State, Zip	PALM BEACH GARDENS, FL 33410-2998	**Effective Date**	03/06/2025
Phone Number	561.626.6797	**Rating Method**	Rating Engine

BUILDING INFORMATION

Property Address	2010 N FEDERAL HWY BOAT RAMP PARK-CLUBHOUSE	**Building Replacement Cost**	$280,000
		Building Square Footage	710 sq. ft.
City, State, Zip	BOYNTON BEACH, FL 33435-2834	**Occupancy Type**	Non-Residential Building
Construction Date	01/01/1965	**Foundation Type**	Slab on Grade
Primary Residence	No	**# of Floors**	1
Pre-FIRM	Yes	**Elevation Certificate**	Yes
Newly Mapped Discount	No	**Lowest Floor Elevation**	1.0 feet
Machinery & Equipment	Not Elevated		
Building Flood Proofed	No		

COMMUNITY INFORMATION

Program Type	Flood Regular Policies
Community	120196 - BOYNTON BEACH, CITY OF
Flood Risk/Rated Zone	AE

COVERAGE/PREMIUM INFORMATION

Coverage	Limits	Deductible
Building	$280,000	$1,250
Contents	$17,000	$1,250
Discount/Surcharge	$942	
1 Year Premium	$3,128	

IMPORTANT NOTES

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2. **Federal disaster assistance is most typically an interest-bearing loan.**
3. **Flooding can and does occur in low-risk zones nationwide.**

(Initial next to the following. Sign and date at the bottom.)

_____ I reject building and contents coverage for flood protection.

Property Owner Signature: _____ Date: _____

This quote is issued by Wright National Flood Insurance Company

20250204090055

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STANDARD FLOOD NON-BINDING QUOTE



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A Stock Company
PO Box 33003
St. Petersburg, FL, 33733
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Fax: 800.850.3299

AVAILABLE DEDUCTIBLE/PREMIUM COMBINATIONS

Building	Contents	Discount/Surcharge	Total Premium
$1,250	$1,250	$0	$3,128
$2,000	$2,000	$0	$3,104
$5,000	$5,000	$0	$2,987
$10,000	$10,000	$0	$2,800
$25,000	$25,000	$0	$2,401
$50,000	$50,000	$0	$2,189

This quote is issued by Wright National Flood Insurance Company 20250204090055

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A Stock Company
PO Box 33003
St. Petersburg, FL, 33733
Office: 800.820.3242
Fax: 800.850.3299

AGENCY INFORMATION		QUOTE INFORMATION	
Agency Number	48943	**Quote Number**	09QT5511587199
Agency	THE GEHRING GROUP INC	**Applicant**	CITY OF BOYNTON BEACH
Address	3500 KYOTO GARDENS DR,	**Current Date**	02/04/2025
City, State, Zip	PALM BEACH GARDENS, FL 33410-2998	**Effective Date**	03/06/2025
Phone Number	561.626.6797	**Rating Method**	Rating Engine

BUILDING INFORMATION

Property Address	2010 N FEDERAL HWY BOAT RAMP PARK	**Building Replacement Cost**	$229,000
		Building Square Footage	427 sq. ft.
City, State, Zip	BOYNTON BEACH, FL 33435-2834	**Occupancy Type**	Non-Residential Building
Construction Date	01/01/1984	**Foundation Type**	Slab on Grade
Primary Residence	No	**# of Floors**	1
Pre-FIRM	No	**Elevation Certificate**	None
Newly Mapped Discount	No		
Machinery & Equipment	Elevated		
Building Flood Proofed	No		

COMMUNITY INFORMATION

Program Type	Flood Regular Policies
Community	120196 - BOYNTON BEACH, CITY OF
Flood Risk/Rated Zone	AE

COVERAGE/PREMIUM INFORMATION

Coverage	Limits	Deductible
Building	$229,000	$1,250
Discount/Surcharge	$680	
1 Year Premium	$2,519	

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_____ I reject building and contents coverage for flood protection.

_____ I reject contents coverage for flood protection.

Property Owner Signature: _____ Date: _____

This quote is issued by Wright National Flood Insurance Company

20250204091404

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STANDARD FLOOD NON-BINDING QUOTE



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PO Box 33003
St. Petersburg, FL, 33733
Office: 800.820.3242
Fax: 800.850.3299

AVAILABLE DEDUCTIBLE/PREMIUM COMBINATIONS

Building	Contents	Discount/Surcharge	Total Premium
$1,250	$0	$0	$2,519
$2,000	$0	$0	$2,506
$5,000	$0	$0	$2,413
$10,000	$0	$0	$2,295
$25,000	$0	$0	$1,940
$50,000	$0	$0	$1,898

This quote is issued by Wright National Flood Insurance Company

20250204091404

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Fax: 800.850.3299

AGENCY INFORMATION		QUOTE INFORMATION	
Agency Number	48943	**Quote Number**	09QT5511674399
Agency	THE GEHRING GROUP INC	**Applicant**	CITY OF BOYNTON BEACH
Address	3500 KYOTO GARDENS DR,	**Current Date**	02/04/2025
City, State, Zip	PALM BEACH GARDENS, FL 33410-2998	**Effective Date**	03/06/2025
Phone Number	561.626.6797	**Rating Method**	Rating Engine

BUILDING INFORMATION

Property Address	2240 N FEDERAL HWY RESTROOM BUILDING	**Building Replacement Cost**	$117,000
		Building Square Footage	7446 sq. ft.
City, State, Zip	BOYNTON BEACH, FL 33435	**Occupancy Type**	Non-Residential Building
Construction Date	07/01/2007	**Foundation Type**	Slab on Grade
Primary Residence	No	**# of Floors**	2
Pre-FIRM	No	**Elevation Certificate**	None
Newly Mapped Discount	No		
Machinery & Equipment	Not Elevated		
Building Flood Proofed	No		

COMMUNITY INFORMATION

Program Type	Flood Regular Policies
Community	120196 - BOYNTON BEACH, CITY OF
Flood Risk/Rated Zone	AE

COVERAGE/PREMIUM INFORMATION

Coverage	Limits	Deductible
Building	$117,000	$1,250
Discount/Surcharge	$212	
1 Year Premium	$1,281	

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(Initial next to the following. Sign and date at the bottom.)

_____ I reject building and contents coverage for flood protection.

_____ I reject contents coverage for flood protection.

Property Owner Signature: _____ Date: _____

This quote is issued by Wright National Flood Insurance Company

20250204104341

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A Stock Company
PO Box 33003
St. Petersburg, FL, 33733
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Fax: 800.850.3299

AVAILABLE DEDUCTIBLE/PREMIUM COMBINATIONS

Building	Contents	Discount/Surcharge	Total Premium
$1,250	$0	$0	$1,281
$2,000	$0	$0	$1,261
$5,000	$0	$0	$1,206
$10,000	$0	$0	$1,116
$25,000	$0	$0	$1,052
$50,000	$0	$0	$1,031

This quote is issued by Wright National Flood Insurance Company 20250204104341

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Fax: 800.850.3299

AGENCY INFORMATION		QUOTE INFORMATION	
Agency Number	48943	**Quote Number**	09QT5511704899
Agency	THE GEHRING GROUP INC	**Applicant**	CITY OF BOYNTON BEACH
Address	3500 KYOTO GARDENS DR,	**Current Date**	02/04/2025
City, State, Zip	PALM BEACH GARDENS, FL 33410-2998	**Effective Date**	03/06/2025
Phone Number	561.626.6797	**Rating Method**	Rating Engine

BUILDING INFORMATION

Property Address	2240 N FEDERAL HWY RESTROOM PAVILION	**Building Replacement Cost**	$500,000
		Building Square Footage	7446 sq. ft.
City, State, Zip	BOYNTON BEACH, FL 33435	**Occupancy Type**	Non-Residential Building
Construction Date	07/01/2007	**Foundation Type**	Slab on Grade
Primary Residence	No	**# of Floors**	2
Pre-FIRM	No	**Elevation Certificate**	None
Newly Mapped Discount	No		
Machinery & Equipment	Not Elevated		
Building Flood Proofed	No		

COMMUNITY INFORMATION

Program Type	Flood Regular Policies
Community	120196 - BOYNTON BEACH, CITY OF
Flood Risk/Rated Zone	AE

COVERAGE/PREMIUM INFORMATION

Coverage	**Limits**	**Deductible**
Building	$424,000	$1,250
Discount/Surcharge	$612	
1 Year Premium	$2,696	

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_____ I reject contents coverage for flood protection.

_____ I understand that my building coverage is lower than the replacement cost of my structure.

Property Owner Signature: _____ Date: _____

This quote is issued by Wright National Flood Insurance Company

20250204110123

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STANDARD FLOOD NON-BINDING QUOTE



Wright National Flood Insurance Company
A Stock Company
PO Box 33003
St. Petersburg, FL, 33733
Office: 800.820.3242
Fax: 800.850.3299

AVAILABLE DEDUCTIBLE/PREMIUM COMBINATIONS

Building	Contents	Discount/Surcharge	Total Premium
$1,250	$0	$0	$2,696
$2,000	$0	$0	$2,683
$5,000	$0	$0	$2,650
$10,000	$0	$0	$2,552
$25,000	$0	$0	$2,330
$50,000	$0	$0	$1,960

This quote is issued by Wright National Flood Insurance Company 20250204110123

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A Stock Company
PO Box 33003
St. Petersburg, FL, 33733
Office: 800.820.3242
Fax: 800.850.3299

AGENCY INFORMATION		QUOTE INFORMATION	
Agency Number	48943	**Quote Number**	09QT5511714799
Agency	THE GEHRING GROUP INC	**Applicant**	CITY OF BOYNTON BEACH
Address	3500 KYOTO GARDENS DR,	**Current Date**	02/04/2025
City, State, Zip	PALM BEACH GARDENS, FL 33410-2998	**Effective Date**	03/06/2025
Phone Number	561.626.6797	**Rating Method**	Rating Engine

BUILDING INFORMATION

Property Address	2600 S FEDERAL HWY RESTROOM BUILDING	**Building Replacement Cost**	$51,000
		Building Square Footage	289 sq. ft.
City, State, Zip	BOYNTON BEACH, FL 33435	**Occupancy Type**	Non-Residential Building
Construction Date	11/11/2023	**Foundation Type**	Slab on Grade
Primary Residence	No	**# of Floors**	1
Pre-FIRM	No	**Elevation Certificate**	None
Newly Mapped Discount	No		
Machinery & Equipment	Not Elevated		
Building Flood Proofed	No		

COMMUNITY INFORMATION

Program Type	Flood Regular Policies
Community	120196 - BOYNTON BEACH, CITY OF
Flood Risk/Rated Zone	AE

COVERAGE/PREMIUM INFORMATION

Coverage	Limits	Deductible
Building	$51,000	$2,000
Discount/Surcharge	$127	
1 Year Premium	$980	

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_____ I reject contents coverage for flood protection.

Property Owner Signature: _____ Date: _____

This quote is issued by Wright National Flood Insurance Company

20250204111111

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A Stock Company
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Fax: 800.850.3299

AVAILABLE DEDUCTIBLE/PREMIUM COMBINATIONS

Building	Contents	Discount/Surcharge	Total Premium
$1,000	$0	$0	$1,009
$2,000	$0	$0	$980
$5,000	$0	$0	$898
$10,000	$0	$0	$875
$25,000	$0	$0	$858
$50,000	$0	$0	$834

This quote is issued by Wright National Flood Insurance Company 20250204111111

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AGENCY INFORMATION		QUOTE INFORMATION	
Agency Number	48943	**Quote Number**	09QT5511730599
Agency	THE GEHRING GROUP INC	**Applicant**	CITY OF BOYNTON BEACH
Address	3500 KYOTO GARDENS DR,	**Current Date**	02/04/2025
City, State, Zip	PALM BEACH GARDENS, FL 33410-2998	**Effective Date**	03/06/2025
Phone Number	561.626.6797	**Rating Method**	Rating Engine

BUILDING INFORMATION

Property Address	1021 S FEDERAL HWY SENIOR CENTER	**Building Replacement Cost**	$1,765,700
		Building Square Footage	10090 sq. ft.
City, State, Zip	BOYNTON BEACH, FL 33435-5659	**Occupancy Type**	Non-Residential Building
Construction Date	07/01/1947	**Foundation Type**	Slab on Grade
Primary Residence	No	**# of Floors**	1
Pre-FIRM	Yes	**Elevation Certificate**	None
Newly Mapped Discount	No		
Machinery & Equipment	Not Elevated		
Building Flood Proofed	No		

COMMUNITY INFORMATION

Program Type	Flood Regular Policies
Community	120196 - BOYNTON BEACH, CITY OF
Flood Risk/Rated Zone	AE

COVERAGE/PREMIUM INFORMATION

Coverage	Limits	Deductible
Building	$500,000	$1,250
Discount/Surcharge	$813	
1 Year Premium	$3,405	

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_____ I reject contents coverage for flood protection.

_____ I understand that my building coverage is lower than the replacement cost of my structure.

Property Owner Signature: _____ Date: _____

This quote is issued by Wright National Flood Insurance Company

20250204143054

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Fax: 800.850.3299

AVAILABLE DEDUCTIBLE/PREMIUM COMBINATIONS

Building	Contents	Discount/Surcharge	Total Premium
$1,250	$0	$0	$3,405
$2,000	$0	$0	$3,392
$5,000	$0	$0	$3,357
$10,000	$0	$0	$3,324
$25,000	$0	$0	$3,167
$50,000	$0	$0	$2,950

This quote is issued by Wright National Flood Insurance Company 20250204143054

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AGENCY INFORMATION		QUOTE INFORMATION	
Agency Number	48943	**Quote Number**	09QT5511742199
Agency	THE GEHRING GROUP INC	**Applicant**	CITY OF BOYNTON BEACH
Address	3500 KYOTO GARDENS DR,	**Current Date**	02/04/2025
City, State, Zip	PALM BEACH GARDENS, FL 33410-2998	**Effective Date**	03/06/2025
Phone Number	561.626.6797	**Rating Method**	Rating Engine

BUILDING INFORMATION

Property Address	100 S FEDERAL HWY WOMAN S CLUB	**Building Replacement Cost**	$2,025,400
		Building Square Footage	1312 sq. ft.
City, State, Zip	BOYNTON BEACH, FL 33435-4926	**Occupancy Type**	Non-Residential Building
Construction Date	07/01/1961	**Foundation Type**	Slab on Grade
Primary Residence	No	**# of Floors**	1
Pre-FIRM	Yes	**Elevation Certificate**	None
Newly Mapped Discount	No		
Machinery & Equipment	Not Elevated		
Building Flood Proofed	No		

COMMUNITY INFORMATION

Program Type	Flood Regular Policies
Community	120196 - BOYNTON BEACH, CITY OF
Flood Risk/Rated Zone	AE

COVERAGE/PREMIUM INFORMATION

Coverage	Limits	Deductible
Building	$500,000	$1,250
Discount/Surcharge	$1,231	
1 Year Premium	$4,884	

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_____ I reject contents coverage for flood protection.

_____ I understand that my building coverage is lower than the replacement cost of my structure.

Property Owner Signature: _____ Date: _____

This quote is issued by Wright National Flood Insurance Company

20250204142817

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St. Petersburg, FL, 33733
Office: 800.820.3242
Fax: 800.850.3299

AVAILABLE DEDUCTIBLE/PREMIUM COMBINATIONS

Building	Contents	Discount/Surcharge	Total Premium
$1,250	$0	$0	$4,884
$2,000	$0	$0	$4,862
$5,000	$0	$0	$4,808
$10,000	$0	$0	$4,756
$25,000	$0	$0	$4,510
$50,000	$0	$0	$4,186

This quote is issued by Wright National Flood Insurance Company 20250204142817

The online application process must be completed. *Please do not submit this form with your payment.*
Carefully review the quote being provided for accuracy. Price and terms associated with this quote are subject to underwriting review and may not be available if FEMA rates change. Please refer to the policy for complete terms, conditions, and exclusions. Please refer to www.ambest.com for rating, financial size category and additional information on the insurance carrier shown on this quote.

STANDARD FLOOD NON-BINDING QUOTE

Wright National Flood Insurance Company
A Stock Company
PO Box 33003
St. Petersburg, FL, 33733
Office: 800.820.3242
Fax: 800.850.3299

AGENCY INFORMATION		QUOTE INFORMATION	
Agency Number	48943	**Quote Number**	09QT5511693999
Agency	THE GEHRING GROUP INC	**Applicant**	CITY OF BOYNTON BEACH
Address	3500 KYOTO GARDENS DR,	**Current Date**	02/04/2025
City, State, Zip	PALM BEACH GARDENS, FL 33410-2998	**Effective Date**	03/06/2025
Phone Number	561.626.6797	**Rating Method**	Rating Engine

BUILDING INFORMATION

Property Address	2240 N FEDERAL HWY CLUBHOUSE	**Building Replacement Cost**	$2,792,300
		Building Square Footage	7446 sq. ft.
City, State, Zip	BOYNTON BEACH, FL 33435	**Occupancy Type**	Non-Residential Building
Construction Date	07/01/2007	**Foundation Type**	Slab on Grade
Primary Residence	No	**# of Floors**	2
Pre-FIRM	No	**Elevation Certificate**	None
Newly Mapped Discount	No		
Machinery & Equipment	Not Elevated		
Building Flood Proofed	No		

COMMUNITY INFORMATION

Program Type	Flood Regular Policies
Community	120196 - BOYNTON BEACH, CITY OF
Flood Risk/Rated Zone	AE

COVERAGE/PREMIUM INFORMATION

Coverage	Limits	Deductible
Building	$500,000	$1,250
Discount/Surcharge	$977	
1 Year Premium	$3,985	

IMPORTANT NOTES

THIS IS NOT AN OFFER FOR INSURANCE. THIS QUOTE IS NON-FIRM AND NON-BINDING AND SUBJECT TO REVIEW AND ADJUSTMENT.

Please submit the required documentation listed on your application summary for review and approval. If additional information is required to actuarially rate the risk, you will be contacted.

FLOOD INSURANCE WAIVER OF AGENT'S RESPONSIBILITY

I understand that, if I decline this protection, my agent and/or his/her agency will be held harmless and not liable in the event I suffer a flood loss. I have been made aware of the following facts:

1. **Homeowners insurance does not cover flood damage.**
2. **Federal disaster assistance is most typically an interest-bearing loan.**
3. **Flooding can and does occur in low-risk zones nationwide.**

(Initial next to the following. Sign and date at the bottom.)

_____ I reject building and contents coverage for flood protection.

_____ I reject contents coverage for flood protection.

_____ I understand that my building coverage is lower than the replacement cost of my structure.

Property Owner Signature: _____ Date: _____

This quote is issued by Wright National Flood Insurance Company

20250204142933

The online application process must be completed. *Please do not submit this form with your payment.*
Carefully review the quote being provided for accuracy. Price and terms associated with this quote are subject to underwriting review and may not be available if FEMA rates change. Please refer to the policy for complete terms, conditions, and exclusions. Please refer to www.ambest.com for rating, financial size category and additional information on the insurance carrier shown on this quote.

STANDARD FLOOD NON-BINDING QUOTE



Wright National Flood Insurance Company
A Stock Company
PO Box 33003
St. Petersburg, FL, 33733
Office: 800.820.3242
Fax: 800.850.3299

AVAILABLE DEDUCTIBLE/PREMIUM COMBINATIONS

Building	Contents	Discount/Surcharge	Total Premium
$1,250	$0	$0	$3,985
$2,000	$0	$0	$3,968
$5,000	$0	$0	$3,926
$10,000	$0	$0	$3,885
$25,000	$0	$0	$3,692
$50,000	$0	$0	$3,431

This quote is issued by Wright National Flood Insurance Company 20250204142933

The online application process must be completed. *Please do not submit this form with your payment.*
Carefully review the quote being provided for accuracy. Price and terms associated with this quote are subject to underwriting review and may not be available if FEMA rates change. Please refer to the policy for complete terms, conditions, and exclusions. Please refer to www.ambest.com for rating, financial size category and additional information on the insurance carrier shown on this quote.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-059- Adopting the 2024 Affordable Housing Advisory Committee Housing Incentives Report and providing an effective date.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-059.

Explanation of Request:

Section 420.9076, Florida Statutes, requires each Florida jurisdiction receiving State Housing Initiatives Partnership (SHIP) funds to appoint an eight to eleven-member Affordable Housing Advisory Committee (AHAC). Each member represents a role in the affordable housing industry, as a citizen of the jurisdiction, and a locally elected official.

The AHAC is mandated by section 420.9076(4), Florida Statutes, to meet annually to review, consider, and recommend to the local governing body 11 Affordable Housing Incentives to remove barriers to affordable housing. The 11 incentives are in the following areas:

1. The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s. 163.3177(6)(f)3.
2. All allowable fee waivers are provided for the development or construction of affordable housing.
3. The allowance of flexibility in densities for affordable housing.
4. The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
5. Affordable accessory residential units.
6. The reduction of parking and setback requirements for affordable housing.
7. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
8. The modification of street requirements for affordable housing.
9. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
10. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
11. The support of development near transportation hubs and, major employment centers,

and mixed-use developments.

The SHIP Statute requires the City Commission to consider and discuss the AHAC's recommendations. However, the Statute does not mandate the adoption of the AHAC recommendations other than the two following Housing incentives already in effect in the City:

1. The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in 163.3177(6)(f)3.
2. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of Housing.

The AHAC has reviewed, considered, and evaluated the 11 affordable housing Incentives. The AHAC has no new recommendations for the City Commission on this 2024 AHAC Housing Incentives Strategies Report. The AHAC met in person on February 3, 2025, and unanimously approved sending the report to the Florida Housing Finance Corporation, Florida Housing Coalition, and City Commission.

How will this affect city programs or services?

The 2024 AHAC Housing Incentives Report is a required component of the State's SHIP program, which will be a source of over $622,748 this grant year.

Account Line Item and Description: N/A

Fiscal Impact:

Failure to adopt the 2024 Housing Incentives AHAC Report could affect the City's ability to receive SHIP funds.

Attachments:
R25-059 Agenda_Item_2800-2025_2024_Affordable_Housing_Advisory_Committee_Housing_Incentive_Report.docx
Exhibit A to Resolution - City of Boynton Beach - 2024 AHAC Report.pdf

RESOLUTION NO. R25-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, ADOPTING THE 2024 AFFORDABLE HOUSING ADVISORY COMMITTEE HOUSING INCENTIVES REPORT; AND FOR ALL OTHER PURPOSES.

WHEREAS, as a recipient of State Housing Initiative Partnership (SHIP) funds, the City of Boynton Beach (City) established an Affordable Housing Advisory Committee (AHAC). The AHAC is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the City's housing activities that impact affordable housing production. Further, the AHAC is specifically directed by the SHIP Statute to consider and evaluate the implementation of the incentives set out by Florida Statutes, Sec. 420.9076 (4)(a)-(k). Based on the AHAC evaluation, the committee may recommend to the local governing body that it make modifications of, exceptions to, or create new plans, policies, procedures, and other governing vehicles that would encourage the production of affordable housing; and

WHEREAS, as approved by the City Commission, the recommendations are used to amend the Local Housing Assistance Plan, the local Comprehensive Plan, land development regulations, and other policies affecting affordable housing; and

WHEREAS, the AHAC has reviewed, considered, and evaluated 11 affordable housing incentives. The AHAC has no new recommendations for the City Commission on this 2024 AHAC Housing Incentives Strategies Report. The AHAC met in person on February 3, 2025, and unanimously approved sending the report to the Florida Housing Finance Corporation, Florida Housing Coalition, and City Commission; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to adopt the 2024 Affordable Housing Advisory Committee Housing Incentives Report.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby adopt the 2024 Affordable Housing Advisory Committee Housing Incentives Report as further detailed in Exhibit A, attached hereto.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

STATE HOUSING INITIATIVE PARTNERSHIP

AFFORDABLE HOUSING ADVISORY COMMITTEE

HOUSING INCENTIVES 2024 REPORT

BACKGROUND

As a recipient of State Housing Initiative Partnership (SHIP) funds, the City of Boynton Beach (City) established an Affordable Housing Advisory Committee (AHAC). The AHAC is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the City's housing activities that impact the production of affordable housing. Further, the AHAC is specifically directed by the SHIP Statute to consider and evaluate the implementation of the incentives set out by Florida Statues, Sec. 420.9076 (4)(a)-(k). Based on the AHAC evaluation, the committee may recommend to the local governing body that it make modifications of, exceptions to, or creation of new plans, policies, procedures, and other governing vehicles which would encourage production of affordable housing.

As approved by the City Commission, the recommendations are used to amend the Local Housing Assistance Plan, the local Comprehensive Plan, land development regulations, and other policies affecting affordable housing.

COMMITTEE COMPOSITION

City Commission appointed members to the Committee (see table 1). The SHIP Statute lists the categories from which committee members must be selected. Each AHAC must have a locally elected official from the county or municipality participating in the SHIP program. The elected official will count as a member of the AHAC for purposes of meeting the number of members requirements. There must be at least eight committee members, but not more than eleven, with representation from at least six of the following categories:

(a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
(b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
(c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
(d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
(e) A citizen who is actively engaged as a for-profit provider of affordable housing.
(f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
(g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
(h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
(i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
(j) A citizen who represents employers within the jurisdiction.
(k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

Table 1
AHAC Members

Name	Category Represented	Date Appointed
1 – Woodrow Hay	Commissioner District II (Elected Official)	04/04/2023
2 – Angela Cruz	Commissioner District I (Alternate - Elected Official)	04/04/2023
3 – London Nelson	Citizen engaged as Real Estate Professional in connection with affordable housing	09/03/2024
4 – Amanda Radigan	Citizen who actively serves on the local planning agency	10/03/2023
5 – Tara Okler	Citizen who is actively engaged as an advocate for low-income person in connection with affordable housing	10/03/2023
6 – Cheryl Banks	Citizen who is actively engaged in residential home building in connection with affordable housing	11/19/2024
7 – Chris Plummer	Citizen who is actively engaged as a not-for-profit provider of affordable housing	12/5/2024
8 – Kerry Clinton	Citizen who represents those areas of labor actively engaged in home building in connection with affordable housing	12/05/2024
9 – Michael Corbit	Citizen who represents employers within the jurisdiction	12/5/2024
10 – Sol Bath	Citizen who is actively engaged as a for-profit provider of affordable housing	01/21/2025

AFFORDABLE HOUSING RECOMMENDATIONS

The AHAC has specifically reviewed, considered and evaluated the strategies set out by Florida Statues, Sec. 420.9076 (4)(a)-(k). Based on this review and evaluation, the AHAC has formulated recommendations to the City Commission that it incorporate into its housing strategy certain changes designed to encourage and facilitate the production of affordable housing.

The AHAC, from its review, consideration, evaluation, and recommendations, drafts and submits this report to the City Commission, to the Florida Housing Finance Corporation, and the Florida Housing Coalition, as the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program, which details the scope of its work and the resulting recommendations.

The AHAC has reviewed, considered, and evaluated the following the strategies provided in the SHIP Statute at Florida Statutes, Sec. 420.9076 (4):

(a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s. 163.3177(6)(f)3.
(b) All allowable fee waivers provided for the development or construction of affordable housing.
(c) The allowance of flexibility in densities for affordable housing.
(d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
(e) Affordable accessory residential units.
(f) The reduction of parking and setback requirements for affordable housing.
(g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
(h) The modification of street requirements for affordable housing.

(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
(j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
(k) The support of development near transportation hubs and major employment centers and mixed-use developments.

EXPEDITED PERMITTING

A. Incentive Consideration Required: Yes

1. The processing of approvals of development orders or permits, as defined in S. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.

B. Original Purpose of Incentive:

1. Statutorily required.
2. Reduces wait times and costs for developers.

C. Current Process:

The Department of Development is responsible for processing and facilitating affordable housing projects (e.g. site plan review, permitting, inspections, etc.) and expedites such reviews involving workforce and affordable housing units pursuant to the City's Expedited Development Review Program. In part, the Program requires assignment of a single staff liaison to ensure quick communications with staff, sets a maximum review period of 7 business days, defines/requires a quick conflict/problem resolution process, and allows consideration of a flexible or tailored fee schedule program (City Code of Ordinances, Part III, Chapter 2, Article I, Section 4). This benefit also applies to individual building permits for SHIP or CDBG rehabilitation projects (As adopted by resolution R22-032 – Affordable Housing Advisory Committee – FY 2021 Housing Incentives Recommendation Report).

D. AHAC Comments:

1. This incentive was reviewed, but there is no new recommendation at this time.

FEE WAIVERS FOR AFFORDABLE HOUSING

A. Incentive Consideration Required: Yes

1. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

B. Original Purpose of Incentive:

1. To reduce development costs.

C. Current Process:

The City's offers fee exemption is for Art in Public Places for the percent of the project dedicated to affordable housing (City Code of Ordinances Part II, Chapter 2, Article XII, Section 2-163). In addition, City's Impact fees (Parks, Water and

Sewer) may be subsidized for new constructions of affordable housing projects with SHIP funds. In conjunction with the SHIP down payment assistance; at closing the developer could receive a credit for City's impact fee paid from the SHIP Program, by meeting all of the following conditions:

- Purchase price is at or below of SHIP Program Maximum Purchase Price (Maximum purchase price is updated yearly by Florida Finance Corporation)
- Home buyer is income eligible to participate on the City's Purchase Assistance Program
- Home buyer participates in the City's SHIP Purchase Assistance Program

The Building Department will offer non-profit developers constructing Affordable Housing dwellings up to two expedited permit reviews at no cost (a credit up to $1,000.00) as long as the buyer participates in the City's SHIP Purchase Assistance Program.

D. AHAC Proposed Recommendations:

1. This incentive was reviewed, but there is no new recommendation at this time.

FLEXIBLE DENSITIES

A. Incentive Consideration Required: Yes

1. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

B. Original Purpose of Incentive:

1. To allow affordable housing development on smaller parcels.
2. Increasing the maximum units allowable may help make a development more financially feasible.

C. Current Process:

1. The City allows for increased floor area ratios and densities in selected residential districts to incentivize the provision of affordable dwelling units. The City has a density bonus in place as part of the Workforce Housing Program. A developer may elect to obtain a density bonus and/or a height bonus through the construction of the workforce units on-site or off-site, monetary contribution, donation of land, or purchase of units to be designated as workforce (City Code of Ordinances, Part III, Chapter 1, Article V, Section 2.C). The AHAC recommended for this incentive to include affordable housing on projects located city-wide (As adopted by resolution R22-032 – FY2021 AHAC Housing Incentives Recommendation Report).

D. AHAC Comments:

1. This incentive was reviewed, but there is no new recommendation at this time.

RESERVATION OF INFRASTRUCTURE CAPACITY

A. Incentive Consideration Required: Yes

1. The reservation of infrastructure capacity for housing for very-low-income persons, low- income persons, and moderate-income persons.

B. Original Purpose of Incentive:

1. To guarantee new developments will meet concurrency requirements by meeting designated levels of service for certain types of infrastructure.

C. Current Process:

1. The City has not considered this incentive

D. AHAC Comments:

1. This incentive was reviewed, but there is no new recommendation at this time.

AFFORDABLE ACCESSORY RESIDENTIAL UNITS

A. Incentive Consideration Required: Yes

1. The allowance of affordable accessory residential units in residential zoning districts.

B. Original Purpose of Incentive:

1. To increase the supply of affordable/workforce rental units.
2. To decrease the cost of housing (i.e. the primary residence).

C. Current Process:

1. The City doesn't have a process in place at this point.

D. AHAC Comments:

1. This incentive was reviewed, but there is no new recommendation at this time.

PARKING AND SETBACK REQUIREMENTS

A. Incentive Consideration Required: Yes

1. The reduction of parking and setback requirements for affordable housing.

B. Original Purpose of Incentive:

1. To lower development costs.
2. To ensure that more of the buildable land is available for affordable housing development.

C. Current Process:

1. Affordable housing units require a minimum of two (2) spaces regardless of the number of bedrooms. All other homes are required to provide a minimum of two (2) spaces plus extra spaces depending on the total bedrooms provided. For construction of a new single-family or two-family structure, a minimum of two (2) spaces are required per unit, or one (1) space per bedroom, whichever is greatest. An exception may be made when the house is constructed for individuals meeting purchase or eligibility requirements that include maximum income thresholds, then a maximum of two (2) parking spaces shall be required per dwelling unit (City Code of Ordinances, Part III, Chapter 4, Article V, Section 2.B.1).

D. **AHAC Comments:**
   1. This incentive was reviewed, but there is no new recommendation at this time.

FLEXIBLE LOT CONFIGURATIONS

A. **Incentive Consideration Required:** Yes
   1. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

B. **Original Purpose of Incentive:**
   1. To allow affordable housing development on smaller parcels.

C. **Current Process:**
   1. The City has not considered allowing zero lot line standards for affordable housing; however, the City has eliminated the minimum lot size standard for select neighborhoods within the Redevelopment Area. Older residential areas of the City of Boynton Beach CDBG target area have several nonconforming lots that were unbuildable due to lot size and frontage requirements. In order to allow single-family residences to be built on these lots, Ordinance No. 20-018 was adopted that modified minimum lot area per unit, lot frontage, and building setbacks (front, interior side, corner side, and rear).

D. **AHAC Comments:**
   1. This incentive was reviewed, but there is no new recommendation at this time.

MODIFICATION OF STREET REQUIREMENTS

A. **Incentive Consideration Required:** Yes
   1. The modification of street requirements for affordable housing.

B. **Original Purpose of Incentive:**
   1. To lower development costs.
   2. To ensure that more of the buildable land is available for affordable housing development.

C. **Current Process:**
   1. The City has not considered this incentive.

D. **AHAC Comments:**
   1. This incentive was reviewed, but there is no new recommendation at this time.

PROCESS OF ONGOING REVIEW

A. **Incentive Consideration Required: Yes**
   1. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

B. **Original Purpose of Incentive:**

1. Statutorily required.
2. To provide insight and recommendation to City Commissioners when a proposed City Ordinance could impact the cost of affordable/workforce housing.

C. Current Process:

1. The Department of Development, the Community Improvement Division and the AHAC will continue to review all policies, procedures, ordinances, regulations and plan provisions to determine what effects, if any, they may have on the cost of producing affordable units prior to their passage. Proposed ordinances will be reviewed in sufficient time needed to evaluate and comment on any potential impact on the provision of affordable housing (As adopted by resolution R22-032 – FY2021 AHAC Housing Incentives Recommendation Report).

D. AHAC Comments:

1. This incentive was reviewed, but there is no new recommendation at this time.

PUBLIC LAND INVENTORY

A. Incentive Consideration Required: Yes

1. The preparation of a printed or electronic inventory of locally owned public lands suitable for affordable housing.

B. Original Purpose of Incentive:

1. The inventory of locally owned public lands appropriate for use as affordable housing is required to be prepared every three years.
2. Reduce the cost of the development of affordable housing.
3. Increase the availability of land for the development of affordable housing.

C. Current Process:

1. The Community Improvement Division maintains a list of the current inventory of all vacant land including those properties owned by the City of Boynton Beach and Palm Beach County within the target area. A list of all available land and a list of vacant land suitable for affordable housing in the city, is available as a link on the City's website for easy access for developers (As adopted by resolution R22-032 – FY2021 AHAC Housing Incentives Recommendation Report).

D. AHAC Comments:

1. This incentive was reviewed, but there is no new recommendation at this time.

SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS

A. Incentive Consideration Required: Yes

1. The support of development near transportation hubs and major employment centers and mixed-use developments.

B. Original Purpose of Incentive:

1. To reduce transportation costs for low- and moderate-income residents.
2. The income generated from the retail space can help subsidize the cost of the housing units.

3. To reduce transportation for residents while at the same time reducing dependence on fossil fuels.

C. Current Process:

1. As part of the Workforce Housing Program, developers may be entitled to request higher density land use and zoning category, if providing workforce housing units, for projects located within the Downtown Transit Oriented Development District (City Code of Ordinances, Part III, Chapter 1, Article V, Section 2.C). AHAC recommendation to include affordable housing units in the Downtown Transit Oriented Development District (As adopted by resolution R22-032 – FY2021 AHAC Housing Incentives Recommendation Report).

D. AHAC Comments:

1. This incentive was reviewed, but there is no new recommendation at this time.

Affordable Housing Advisory Committee
Report to City Commission
2024 SHIP Affordable Housing Incentive Strategies Report
Date: 3/18/2025

SUBMITTED TO: Robert Dearduff, Director of Special Programs
Florida Housing Finance Corporation
Date: 2/4/2025

SUBMITTED TO: Florida Housing Coalition
Date: 2/4/2025

PREPARED BY: RJ Ramirez, Community Improvement Division, Manager

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-060- Approve a temporary On-The-Job Training Agreement with Florida Division of Vocational Rehabilitation.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-060.

Explanation of Request: Florida Division of Vocational Rehabilitation (VR) provides On-the-Job Training (OJT) opportunities for individuals to gain employment experience at various job sites. The individual is paid by VR for the period of time they are completing the on-the-job training. Work Opportunities Unlimited, a community-based job placement service provider, helps facilitate placing the individuals at a worksite where they can obtain multiple skills. Approving this item will allow the Mayor to execute OJT Agreements between the City and VR.

How will this affect city programs or services? Provides assistance in the City Departments.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget for this item. This program is funded by Florida Division of Vocational Rehabilitation and would not have a fiscal impact on the City.

Attachments:
R25-060 Agenda_Item_2824-2025_Vocational_Rehab_Training_Agreements.docx
OJT-Agreement-Sample.pdf

RESOLUTION NO. R25-060

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING TEMPORARY ON-THE-JOB TRAINING AGREEMENTS WITH THE FLORIDA DIVISION OF VOCATIONAL REHABILITATION; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Division of Vocational Rehabilitation provides on-the-job training opportunities for individuals to gain employment experience at various job sites; and

WHEREAS, the Vocational Rehabilitation pays the individual for the period they are completing the on-the-job training; and

WHEREAS, Work Opportunities Unlimited, a community-based job placement service provider, helps facilitate placing individuals at a worksite where they can obtain multiple skills; and

WHEREAS, individuals are then matched with City department(s) that are able to provide an opportunity that aligns with the individual's employment goals; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve temporary On-The-Job Training Agreements with the Florida Division of Vocational Rehabilitation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve temporary On-The-Job Training Agreements with the Florida Division of Vocational Rehabilitation, in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreements and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

The following pages represent a sample agreement

Agreements would be filled out by Workforce Opportunities Unlimited, for each individual. City of Boynton Beach represents the Worksite.

FLORIDA DIVISION OF VOCATIONAL REHABILITATION
ON-THE-JOB TRAINING AGREEMENT

Participant Name:	**Case ID Number:**
Provider Name: Independence Works	**Employer of Record: Independence Works**
Authorization Issue:	
IPE Job Goal:	**Job Title:**

Worksite information
Name:
Address:
Supervisor Name:
Supervisor Phone:
Hourly Rate:
Note:

The following Agreement has been developed collaboratively between the Provider, the Participant, VR Staff and the Worksite. The Participant will participate in an On-the-Job Training (OJT) experience as an Employee/Trainee for the purpose of gaining practical knowledge and experience consistent with the IPE Job Goal. During OJT, the Trainee must: interact on a regular basis with employees who do not have disabilities and be classified as an employee and not as an independent contractor.

Special Conditions that apply to this OJT for the Participant: (Examples-workstation modification, ASL interpreting services, schedule limitations, etc.)

Worksite requirements *(Examples-Uniforms, tools, background screening, Special Certification etc.)*

FLORIDA DIVISION OF VOCATIONAL REHABILITATION
ON-THE-JOB TRAINING AGREEMENT

Work setting Indoor/Outdoor (If participant will be working off-site, please provide address of remote work location.)

Skills to be developed: List the skills which the Participant, Employment Specialist and worksite identified and how they will be developed during the work experience:

Skill to be developed:	Plan for skill development:
Active Listening	
Persuasiveness	
Attention to detail	
Physical stamina	
Community awareness	
Critical thinking	
Interpersonal communication	

THE PARTICIPANT (EMPLOYEE/TRAINEE) AGREES TO:

- Work at the Worksite to receive training and experience;
- Demonstrate an interest in the job and cooperate with all persons involved in training;

- Adhere to all rules and regulations of the business and act in an ethical manner at all times.
- Strive to develop the knowledge and skills necessary to become an effective team member of the business.
- Be punctual and in attendance on the job and at any meetings required by the Worksite.
- Inform the Worksite, the Provider, and the VR Counselor in the event of illness or emergency that prevents attendance artwork.
- Not voluntarily quit or resign from the job without informing the Worksite, the Provider, and the VR Counselor; and
- Actively participate in the vocational rehabilitation process.

THE WORKSITE AGREES TO:

- Provide instructions to the Participant (Employee/Trainee) regarding safe and correct work procedures.
- Supervise the Participant's (Employee/Trainee's) work.
- Ensure the Participant (Employee/Trainee) is receiving appropriate training in the anticipated areas of skills development described in the OJT Plan.
- Accept the basic responsibilities of employment as defined under all applicable laws, including but not limited to Child Labor Laws, Fair Labor Standards Act and all applicable state and federal laws.
- Ensure the worksite maintains a minimal vehicle insurance policy of $50,000/$100,000 if On- the- Job Training recipients will be transported and/or operating vehicles owned by the Worksite. DOE/VR must be listed as certificate holder and additional insured.

THE PROVIDER AND THE WORKSITE MUTUALLY AGREE:

- That the OJT experience will be in a work setting where people with disabilities engage in typical daily work patterns with co-workers who do not have disabilities; and where workers with disabilities are not congregated.
- To permit the VR Counselor to regularly review the progress of the Participant (Employee/Trainee);
- The provider agrees to have an approved Request for Approval to Hire a VR Participant form in the event the provider has ownership interest in the OJT worksite. (The OJT cannot start until the Request for Approval to Hire form has been fully approved)
- To permit the VR Counselor to visit the Participant (Employee/Trainee) at the job site to provide information and counseling, as appropriate; and (**check one**):

☐ That the Worksite will pay the Participant (Employee/Trainee) directly and is, or will become prior to commencement of the OJT, registered with VR as an OJT Vendor. The Worksite will ensure that an employment relationship exists between it and the Participant (Employee/Trainee) and, therefore, accepts the basic responsibilities of employment as defined under all applicable laws, including but not limited to the Fair Labor Standards Act, and all applicable state and federal labor laws.

☒ That the Provider will serve as the Employer of Record and will pay the Participant (Employee/Trainee) and request reimbursement from VR. By choosing this option, the Provider agrees to accept basic responsibilities of employment as defined under all applicable laws, including but not limited to the Fair Labor Standards Act, and all applicable state and federal labor laws.

WORKERS' COMPENSATION REPORTING REQUIREMENTS

☒ The Provider and/or the Worksite agree(s) to the responsibilities and policies related to Workers' Compensation with the Department of Education/Division of Vocational Rehabilitation. The Provider hereby attests the Participant was provided with a copy of the Vocational Rehabilitation Accident Reporting Instructions card prior to beginning the above agreed upon OJT experience, and the Worksite was provided with copies of the Reporting an on-the-Job Injury or Illness and Workers' Compensation Liaison forms.

Anticipated events

Start date of OJT:		**Total Number of Hours for OJT:**	
Hours per Week:		**End Date of OJT:**	
Number of Weeks:		**Anticipated Number of Wage Reimbursements Expected for this Experience:**	

Anticipated Work Schedule- Check days and enter hours:

☐ Monday	☐ Friday
☐ Tuesday	☐ Saturday
☐ Wednesday	☐ Sunday
☐ Thursday	Total:

FLORIDA DIVISION OF VOCATIONAL REHABILITATION
ON-THE-JOB TRAINING AGREEMENT

VR Counselor approval and signature is required before the OJT experience can begin.
VR Counselor must be the last signature obtained on this agreement.

REQUIRED SIGNATURES:

Participant Signature: _____ Date:
Participant Printed Name*:*

Parent/Guardian Signature*:* _____ Date:
Parent/Guardian Printed Name*:*

Employer of Record Signature: _____ Date:
Employer of Record Printed Name: _ Jenni Paine

Worksite Representative Signature: _____ Date:
Worksite Representative Printed Name:

VR Counselor Signature: _____ Date:
VR Counselor Printed Name:

I hereby attest, to the best of my knowledge, the above information is correct. VR reserves the right to suspend Provider registration if VR suspects the Provider has knowingly falsified this document, or otherwise engaged in fraudulent activity.

Provider Signature: _____ Date:
Provider Printed Name: _ Jenni Paine

If you have any difficulty regarding accessibility of this form or any data fields, contact Vocational Rehabilitation: Vremploymentserviceproviders@vr.fldoe.org

Stevens Amendment Language | Vocational Rehabilitation | Florida Department of Education (rehabworks.org)

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-061- Ratifying the City's application for the Florida Department of Law Enforcement (FDLE) Online Sting Operations Grant Program, and if awarded, authorize the City to accept the Grant and authorizing the Mayor or Chief of Police to sign all documents associated with the Grant subject to the approval of the City Attorney.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-061.

Explanation of Request:

State funding is provided to establish the Online Sting Operations Grant Program within the FDLE, aimed at supporting local law enforcement agencies in developing sting operations to identify individuals attempting to solicit children online.

Grant funds must be used specifically for the creation or implementation of online sting operations targeting individuals who solicit children online. The funds may cover expenses for necessary equipment, such as computers, electronics, software, and other related supplies.

To expand our agency's ability to identify, disrupt, and dismantle activities by online offenders soliciting children, our agency requires expanded technology, electronics and equipment as it relates to evidence processing. Offenders are reliant on digital devices to connect with minors online and conduct illegal activities. The addition of new computer equipment and software will enhance our agency's ability to investigate these crimes. The application was submitted on February 27, 2025.

How will this affect city programs or services? By allocating resources to combat online child exploitation, the Police Department can enhance its ability to protect vulnerable populations, particularly children, from predatory behavior. This funding supports law enforcement in identifying and apprehending offenders, thereby creating a safer environment in the City.

Account Line Item and Description: N/A

Fiscal Impact: If awarded, the City of Boynton Beach Police Department may receive up to $238,160.79 in grant funds with no cash match.

Attachments:
R25-061 Agenda_Item_2829-2025_FDLE_Online_Sting_Operations_Grant_Program.docx

RESOLUTION NO. R25-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE CITY'S TO APPLICATION FOR THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT ONLINE STING OPERATIONS GRANT PROGRAM, AND IF AWARDED, AUTHORIZING THE CITY TO ACCEPT THE GRANT, AND AUTHORIZING THE MAYOR AND/OR CHIEF OF POLICE TO EXECUTE ALL DOCUMENTS ASSOCIATED WITH THE GRANT; AND FOR ALL OTHER PURPOSES.

WHEREAS, State funding is provided to establish the Online Sting Operations Grant Program ("Grant Program") within the Florida Department of Law Enforcement ("FDLE") to support local law enforcement agencies in developing sting operations to identify individuals attempting to solicit children online; and

WHEREAS, Grant Program funds are available for the creation and/or implantation of online sting operations targeting individuals who solicit children online, by covering expenses for necessary equipment such as computers, electronics, software, and other related supplies; and

WHEREAS, in order to expand the City police department's ability to identify, disrupt, and dismantle activities by online offenders soliciting children, the City police department requires expanded technology, electronics, and equipment as it relates to evidence processing since offenders are reliant on digital devices in their attempts to connect with minors online and engage and conduct illegal activities ; and

WHEREAS, the Grant Program will enhance the City's Police Department's ability to protect vulnerable populations, particularly children, from predatory behavior, thereby creating a safer environment in the City; and

WHEREAS, the Grant Program will provide the City's police department with up to $238,160.79 in grant funds, if awarded; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to ratify the City's application for the Online Sting Operations Grant Program to support local law enforcement agencies in developing sting operations to identify individuals attempting to solicit children online, which will provide the City police department with up to $238,160.79 in grant funds, and if awarded, authorize the City to

accept the Grant and execute all future documents associated with the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby ratify the City's application for the Online Sting Operations Grant Program support local law enforcement agencies in developing sting operations to identify individuals attempting to solicit children online, which if awarded, will provide the City's police department with up to $238,160.79 in grant funds, attached hereto as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Mayor and/or the Chief of Boynton Beach Police Department to accept the Grant if awarded and execute the Grant Agreement, and any other document associated with applying for and accepting the Grant that does not otherwise increase the financial obligations of the City, subject to the approval of the City Attorney's Office.

SECTION 4. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-062- Approve the release of Performance Bond No. SU1122232 in the amount of $540,662 for the completion of construction work and required public improvements associated with Raising Cane's Restaurant.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-062.

Explanation of Request:

Pursuant to the City Code of Ordinances, a 110% performance bond for the Land Development Permit was collected for Raising Cane's Restaurant, based on the cost estimate of the duly licensed professional in the State of Florida. The total cost estimate for the improvements was $491,510.80, and the 110% performance bond was $540,662.

Following a comprehensive final inspection of the paving, grading, and drainage improvements conducted by Boynton Beach Utilities staff one year after construction and confirming the absence of any defects or outstanding issues, the construction performance bond shall hereby be released. This action signifies the complete fulfillment of all contractual obligations by the contractor, demonstrating the satisfactory completion of the project to the agreed-upon standards. The successful inspection and subsequent release of the bond validate the quality and integrity of the work performed, concluding the warranty period with a clean record.

How will this affect city programs or services? None

Account Line Item and Description: NA

Fiscal Impact: None

Attachments:
R25-062 Agenda_Item_2830-2025_Release_of_Performance_Bond_for_Raising_Canes.docx
C0731 Bond Release Request - Boynton Beach.pdf
Perfomance Bond.pdf
cst rcpt.pdf
LDP Engineer Cost Estimate .pdf

RESOLUTION NO. R25-062

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE FULL RELEASE OF PERFORMANCE BOND NO. SU1122232 IN THE AMOUNT OF $540,662 FOR COMPLETING THE CONSTRUCTION WORK AND REQUIRED PUBLIC IMPROVEMENTS ASSOCIATED WITH RAISING CANE'S RESTAURANT; AND FOR ALL OTHER PURPOSES.

WHEREAS, Pursuant to the City Code of Ordinances, a 110% performance bond for the Land Development Permit was collected for Raising Cane's Restaurant, based on the cost estimate of the duly licensed professional in the State of Florida. The total cost estimate for the improvements was $491,510.80, and the 110% performance bond was $540,662; and

WHEREAS, Arch Insurance Company, a surety company authorized to do business in the state of Florida, submitted a Performance Bond on April 20, 2022, for the Raising Cane's Construction Project, in the amount of $540,662; and

WHEREAS, the Construction Project has been completed; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the full release of Performance Bond No. SU1122232 in the amount of $540,662 for completing the construction work and required public improvements associated with Raising Cane's Restaurant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the full release of Performance Bond No. SU1122232 in the amount of $540,662 for completing the construction work and required public improvements associated with Raising Cane's Restaurant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents as may be necessary to accomplish the

purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Kimley»Horn

February 21, 2025

Milot Emile
City of Boynton Beach
Boynton Beach Utilities
124 E. Woolbright Rd,
Boynton Beach, FL 33435

Re: C0731 Boynton Beach Raising Canes
Bond Release
Bond No. SU1122232

Dear Milot,

Please accept this letter as a request for a bond release submitted as part of the C0731 Boynton Beach Raising Canes for the bond amount of $540,662.00. Improvements have since been completed and we are requesting the release of the bond. Veranda C0731 Boynton Beach Raising Canes has been completed in substantial accordance with the approved Construction Drawings, Details and Specifications. Please refer to the attached cost estimate for work completed.

As this work has been completed, certification has been completed, and final acceptance from city departments have been issued, we are requesting the bond release of **Bond No. SU1122232** to the following amount:

Original Bond Amount:	$540,662.00
Bond Release Amount (Work Completed):	$540,662.00
Proposed Bond Amount (Work Remaining):	**$0.00**

If you have any questions regarding this request, please do not hesitate to contact me at 772-794-4033 or kristina.belt@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Kristina E Belt

Digitally signed by Kristina E Belt
DN: cn=Kristina E Belt, c=US, o=Florida, email=kristina.belt@kimley-horn.com
Date: 2025.02.21 14:52:19 -05'00'

Kristina Belt, P.E. FL PE #86433

KRISTINA BELT LICENSE No. 86433 STATE OF FLORIDA PROFESSIONAL ENGINEER

EXHIBIT "N-3"
(LDR, Chap. 2, Art. III, Sec. 6.C.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That [I] [we], Raising Cane's Restaurants, LLC, hereinafter call PRINCIPAL, and Arch Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter referred to as SURETY, are held and firmly bound unto the City of Boynton Beach, a political subdivision of the State of Florida, hereinafter called CITY, the full and just sum of Five hundred forty thousand six hundred sixty-two U. S. Dollars ($540,662.00), lawful money of the United States of America, to be paid to the City of Boynton Beach, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

[WHEREAS, the above bound PRINCIPAL has received approval from the CITY for the recording of a certain subdivision plat known as Raising Cane's 1550 W. Boynton Beach Blvd., and such recording is prior to completion of construction of the Required Improvements as prescribed by the Subdivision, Platting and Required Improvements Regulations, Chapter 2, Article III, Section 2 C.2.c, and Chapter 4, Article VIII, Section 2 and 3 respectively of the Land Development Regulations of the City of Boynton Beach, hereinafter the REGULATIONS, pertaining to said subdivision;] or

[WHEREAS, the above bound PRINCIPAL has received approval from the CITY for the construction of a certain project known as Raising Cane's 1550 W. Boynton Beach Blvd., and such project shall construct and install the required public improvements to support the Project pursuant to the terms of the Permit,] and

WHEREAS, PRINCIPAL has been issued that certain [Land Development Permit] Number _____, hereinafter the PERMIT, for construction of said Required Improvements, a copy of which is attached hereto and by reference made a part hereof; and

WHEREAS, it was one of the conditions of said REGULATIONS and PERMIT that this bond be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound PRINCIPAL shall in all respects comply or cause others to comply with the terms and conditions of said PERMIT, within the time specified, and shall in every respect fulfill [its][his][her][their] obligation thereunder and under the plans therein referred to, then this obligation to be void; otherwise, it shall remain in full force and effect.

The PRINCIPAL and CITY agree that the City Engineer may, in writing, reduce the initial amount stated above in accordance with the requirements of said REGULATIONS.

The SURETY UNCONDITIONALLY COVENANTS AND AGREES that if the PRINCIPAL fails to perform all or any part of the construction work required by said PERMIT and REGULATIONS within the time specified, the SURETY, upon thirty (30) days written notice from the CITY or its authorized agent or officer, of the default, to the PRINCIPAL or its authorized agent or officer, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to, engineering, legal, and contingent costs, together with any damages either direct or consequential. Should the SURETY fail or refuse to perform and complete the said improvements, CITY, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the PRINCIPAL and/or SURETY, or both at law and in equity including specifically the specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL AND SURETY FURTHER JOINTLY AND SEVERALLY AGREE that the CITY, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the PRINCIPAL should fail or refuse to do so in accordance with the terms of said PERMIT. In the event CITY should exercise and give effect to such right, the PRINCIPAL and SURETY shall be jointly and severally liable hereunder to reimburse the CITY the total cost thereof, including but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all the obligations for construction of Required Improvements pursuant to the REGULATIONS and PERMIT.

IN WITNESS WHEREOF, the PRINCIPAL has executed these presents this 20th day of April, 2022.

(CORPORATE SEAL)

Raising Cane's Restaurants, L.L.C.
[a (Louisiana) corporation, licensed to do business in Florida]

BY: _____

Bryan L. Brown – Chief Development Officer

ATTEST:

_____

_____

(Impressionable corporate seal)

ADDRESS: 6800 Bishop Road

Plano, TX 75024

STATE OF Texas)
COUNTY OF Collin)

BEFORE ME personally appeared Bryan Brown who is personally known to me, or has produced _____ as identification, and who executed the foregoing instrument as [Vice] President of Raising Canes Restaurants, a corporation, and severally acknowledged to and before me that [he][she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 22 day of April, 2022.

My commission expires: 04.02.2025

Allyson Gibson
Notary Public

(Seal)

Allyson Gibson
My Commission Expires
04/02/2025
ID No. 128797505

-OR-

(INDIVIDUAL PRINCIPAL)

WITNESS: Sarah Allen
Sarah Allen

BY: _____

ADDRESS: 6800 Bishop Rd
Plano TX 75024

(SURETY SIGNATURE BLOCK)

Arch Insurance Company, SURETY

WITNESS: _____

BY: _____
Jennifer Gail Godere its attorney-in-fact
(power of attorney must be attached)

Doritza Mojica, Witness

ADDRESS: Harborside 3, 210 Hudson Street, Suite 300

JERSEY CITY, NJ 07311 - 1107

STATE OF Connecticut)
COUNTY OF Hartford)

BEFORE ME personally appeared Jennifer Gail Godere who[is][are] personally known to me or [has][have] produced N/A [and N/A, respectively] as identification, and who executed the foregoing instrument, and acknowledged before me that [he][she][they] executed said instrument for the purpose expressed therein.

WITNESS my hand and official seal this 20th day of April, 2022.

My commission expires: February 28, 2027

Holly Buffam Notary Public

(Seal) HOLLY BUFFAM
NOTARY PUBLIC - CT 185822
My Commission Expires Feb. 28, 2027

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aimee R. Perondine, Alexis Apostolidis, Amanda Pierina D'Angelo, Bethany Stevenson, Brendan Fletcher, Bryan M. Caneschi, Cassandra Baez, Donna M. Planeta, Eric Strba, Gentry Stewart, Jacqueline Rose Susco, Jennifer Gail Godere, Joshua Sanford, Kathryn Pryor, Kristopher Pisano, Melissa Stanton, Michelle Anne McMahon, Nicholas Turecamo and Rebecca M Josephson of Hartford, CT (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00).
This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **14th day of April, 2022**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1166622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated April 14, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **20 day of April, 2022**.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Miscellaneous Cash Receipt
CITY OF BOYNTON BEACH

No. 102961

Account No. _____

$ 540,662.00

_____, 20 ____

Received of Raising Canes

Address _____

For Performance Bond
SO 1122232

Dept. Utilities By Patty Kelly

COST ESTIMATE

Kimley»Horn

Date Prepared: 04/18/2022
Date of Plans: 02/16/2022 **Plan Milestone:**
Project: Raising Cane's - C0731 Boynton Beach, FL **Total Acreage: 0.88**
Client: Raising Cane's **Total Disturbed:**
KH Job Number: 147793008
Prepared By: Shelby Graziani
Checked By: Kristina Belt, P.E.

DEMO/EARTHWORK/SWPPP

	DESCRIPTION		QUANTITY	UNIT	COST / UNIT	TOTAL COST
		Division 31 - GC Building - Earthwork				
	Cut - On-Site (2" over disturbed area)		250	C.Y.	$ 10.00	$ 2,500.00
	Fill - On-Site (2" over distrubed area + Raised FFE)		281	C.Y.	$ 10.00	$ 2,810.00
	Export Off Site (Clean) (6' over existing bldg footprint plus 5' offset)		2,175	C.Y.	$ 18.00	$ 39,150.00
	Import Select Fill (Building Pad) (6' over exist.bldg footprint & 5' offset, raise paved areas 1')		2,970	C.Y.	$ 22.00	$ 65,340.00
	Fine Grading (12" over disturbed area)		1,440	C.Y.	$ 4.00	$ 5,760.00
	Clearing, Grubbing, Stripping of Topsoil		0.88	AC.	$ 2,000.00	$ 1,760.00
2.089		31 20 00 - Building Earthwork				$ 117,320.00
					Subtotal	**$ 117,320.00**

PAVEMENT/WALLS/SITE ITEMS

	DESCRIPTION		QUANTITY	UNIT	COST / UNIT	TOTAL COST
		Division 31 - Sitework				
3.026	Onsite Subgrade Preparation (Light/Medium/Heavy Duty onsite paving)	31 00 00 - Sitework	2,544	S.Y.	$ 3.00	$ 7,632.00
		Division 32 - Exterior Improvements				
	Onsite Light Duty Pavement (5" Concrete)		972	S.Y.	$ 45.00	$ 43,740.00
	Onsite Light Duty Pavement (Asphalt - 2" Surface, 6" Base)		520	S.Y.	$ 30.00	$ 15,600.00
	Onsite Heavy Duty Pavement (Asphalt - 2.5" Surface, 8" Base)		734	S.Y.	$ 45.00	$ 33,030.00
	Sidewalk Pavement (5" Rein. Concrete)		318	S.Y.	$ 45.00	$ 14,310.00
	Stamped Concrete/ Enhanced Pavement		61	S.Y.	$ 50.00	$ 3,050.00
	Curb and Gutter		1,300	L.F.	$ 45.00	$ 58,500.00
	Barrier Free Ramp		3	EA.	$ 550.00	$ 1,650.00
3.029		32 13 13 - Concrete Paving & Walks				$ 169,880.00
					Subtotal	**$ 177,512.00**

STORM SEWER

	DESCRIPTION		QUANTITY	UNIT	COST / UNIT	TOTAL COST
	24" HDPE		405	L.F.	$ 186.00	$ 75,330.00
	8" HDPE		185	L.F.	$ 110.00	$ 20,350.00
	4'. Dia. Manhole, Standard Depth		1	EA.	$ 5,000.00	$ 5,000.00
	5' Curb Inlet		1	EA.	$ 5,000.00	$ 5,000.00
	3x3 Grate Inlet		3	EA.	$ 4,500.00	$ 13,500.00
	Exfiltration Trench (24" HDPE)		175	L.F.	$ 100.00	$ 17,500.00
	Connection to Existing Grate Inlet		3	EA.	4,000	$ 12,000.00
3.047		33 40 00 - Storm Drainage				$ 148,680.00
					Subtotal	**$ 148,680.00**

OFF-SITE IMPROVEMENTS

	DESCRIPTION		QUANTITY	UNIT	COST / UNIT	TOTAL COST
	Remove Curb and Gutter		25	L.F.	$ 10.00	$ 250.00
	Pavement Demo and Removal		33	S.Y.	$ 12.00	$ 396.00
	Curb and Gutter		25	L.F.	$ 45.00	$ 1,125.00
	Off-site Subgrade Preparation (Heavy Duty off-site paving)		33	S.Y.	$ 45.00	$ 1,485.00
	Cut and Fill Rotation- Off Site		2	C.Y.	$ 10.00	$ 20.00
	Export Off Site (Clean)		2	C.Y.	$ 10.00	$ 20.00
	Off site Import		2	C.Y.	$ 10.00	$ 20.00
						$ 3,316.00
					Subtotal Off-Site Costs	**$ 3,316.00**

SUMMARY OF ESTIMATED PROJECT COSTS

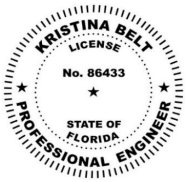
	SITEWORK COSTS	
	EARTHWORK	$ 117,320.00
	PAVEMENT/WALLS/SITE ITEMS	$ 177,512.00
	STORM SEWER	$ 148,680.00
	OFF-SITE IMPROVEMENTS	$ 3,316.00
	Project Subtotal	**$ 446,828.00**
	Contingency 10 %	**$ 44,682.80**
	Project Total	**$ 491,510.80**

Notes:

1. Review all notes and assumptions . These OPC's are not intended for basing financial decisions, or securing funding. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have not been rounded. This practice of not rounding is not intended to reflect or imply a level of certainty with respect to accuracy of the amount.

Assumptions:

1. This OPC is based of the Utility Plan dated 02/16/2022.
2. Existing adjacent City Utilities (water, sewer) are assumed to have adequate capacity to serve the development.
3. Pavement sections are assumed based on a geotechnical report. Please reference the report for additional information.
4. Note that gas, electric, and communication fees & quantities are provided by E-4 and are assumed in this OPC.
5. It is assumed that the existing transformer will be sufficient for the proposed development.
6. It is assumed that the existing dumpster does not require a proposed drain.
7. Six inch sanitary laterals are assumed to be adequate for the devleopment.
8. The cost for enhanced pavement is assumed for this OPC.



Kristina Belt, P.E.
Florida Regristation #86433

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-063- Approve the Amendment to the Parking Lease Agreement for the North Garage between the City and Boynton Beach Town Center Apartments, LLC and approve the Amendment to the Parking Lease Agreement for the South Garage between the City and Boynton Beach Town Center Apartments, LLC.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-063.

Explanation of Request:

The original Parking Lease Agreements was approved on February 21, 2023 by Resolution no. 23-023. The Amendments are to comply with the approved Minor Master Plan Modification (MMPM – 2024.01.2070, approved on April 1, 2024) and reflect the revised City lease space allocation. No net changes are proposed, and a total of 473 City lease spaces remain the same.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
R25-063 Agenda_Item_2835-2025_Amendments_to_Parking_Lease_Agreements.docx
Exhibit A to Resolution - Amendment to Parking Lease Agmt - North Garage.pdf
Exhibit B to Resolution - Amendment to Parking Lease Agmt - South Garage.pdf
R23-023.pdf

RESOLUTION NO. R25-063

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING FIRST AMENDMENTS TO PARKING LEASE AGREEMENTS FOR THE NORTH AND SOUTH GARAGES BETWEEN THE CITY AND BOYNTON BEACH TOWN CENTER APARTMENTS LLC; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Commission of the City of Boynton Beach passed Resolution R23-023, which authorized the Mayor to sign the Continuing Parking Lease Agreements between the City of Boynton Beach ("CITY") and Boynton Beach Town Center Apartments, LLC; and

WHEREAS, on March 8, 2023, the City entered into an agreement with Boynton Beach Town Center Apartments, LLC, pursuant to Resolution R23-023, to permit the City and general public to use the North Garage parking facilities of Boynton Beach Town Center Apartments; and

WHEREAS, on March 8, 2023, the City entered into an agreement with Boynton Beach Town Center Apartments, LLC, pursuant to Resolution R23-023, to permit the City and general public to use the South Garage parking facilities of Boynton Beach Town Center Apartments and

WHEREAS, the City and Boynton Beach Town Center Apartments, LLC have agreed to the Amendment of the Agreements as to the North Garage by modifying the Master Plan to increase the number of parking spaces from approximately 1,026 parking spaces to approximately 1,049 parking spaces and to modify the Parking Allocation and the schematic depiction of the parking spaces; and

WHEREAS, the City and Boynton Beach Town Center Apartments, LLC have agreed to the Amendment of the Agreements as to the South Garage by modifying the Master Plan to increase the number of parking spaces from approximately 983 parking spaces to approximately 1,005 parking spaces and modify the Parking Allocation and the schematic depiction of the parking spaces; and

WHEREAS, all remaining terms and conditions of the March 8, 2023, Agreements as to the North and South Garages shall remain in full force and effect; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the Amendments to the Agreement as to the North Garage to modify the Master Plan and update the number of parking spaces from

approximately 1,26 parking spaces to approximately 1,049 parking spaces, and to modify the Parking Allocation and the schematic depiction of the parking spaces; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the Amendments to the Agreement as to the South Garage to modify the Master Plan and update the number of parking spaces from approximately 983 parking spaces to approximately 1,005 parking spaces, and to modify the Parking Allocation and the schematic depiction of the parking spaces.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the First Amendment to the March 8, 2023 Agreement as to the North Garage to modify the Master Plan and update the number of parking spaces from approximately 1,26 parking spaces to approximately 1,049 parking spaces, and to modify the Parking Allocation and the schematic depiction of the parking spaces, in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve the First Amendment to the March 8, 2023 Agreement as to the South Garage to modify the Master Plan and update the number of parking spaces from approximately 983 parking spaces to approximately 1,005 parking spaces, and to modify the Parking Allocation and the schematic depiction of the parking spaces, in form and substance similar to that attached as Exhibit B.

SECTION 4. All remaining terms and conditions of the March 8, 2023 Agreements shall remain in full force and effect.

SECTION 5. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendments to the North and South Garages. The Mayor is further authorized to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

SECTION 6. Upon full execution of the Amendments, the Amendments shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11),

Florida Statutes.

SECTION 7. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AMENDMENT TO PARKING LEASE AGREEMENT

North Garage

THIS AMENDMENT TO PARKING LEASE AGREEMENT (this "**Amendment**") , which was approved by City Resolution No. 23-023 on February 21, 2023 is entered into this _____ day of _____2024, by and between Boynton Beach Town Center Apartments I LLC, Boynton Beach Town Center Apartments II LLC, Boynton Beach Town Center Apartments III LLC, Boynton Beach Town Center Apartments IV LLC, Boynton Beach Town Center Apartments V LLC, Boynton Beach Town Center Apartments VI LLC, Boynton Beach Town Center Apartments VII LLC, Boynton Beach Town Center Apartments VIII LLC and Boynton Beach Town Center Apartments IX LLC, each a Florida limited liability company, as tenants in common (together, "**Owner**"), and CITY OF BOYNTON BEACH ("**City**").

WITNESSETH:

WHEREAS, Boynton Beach Town Center Apartments, LLC, as predecessor to Owner, and City entered into that certain Parking Lease Agreement ("Original Agreement") approved via City Resolution No. 23-023) dated March 8, 2023 and recorded May 16, 2023 in Official Records Book 34305, commencing at Page 960, which recorded document included that certain Assignment of Parking Lease Agreement dated April 10, 2023 wherein such Parking Lease Agreement was assigned to Owner (together, Original Agreement as assigned shall herein be referred to as the "**Lease**"); and

WHEREAS, pursuant to discussions between Owner and City, the parties have agreed to modify the Master Plan to increase the number of parking spaces in the Garage from approximately 1026 parking spaces to approximately 1049 parking spaces, and to modify the Parking Allocation and the schematic depiction of the parking spaces as set forth herein; and

WHEREAS, Owner and City have agreed to replace certain exhibits to the Lease to reflect such revised Master Plan, Parking Allocation, and schematic drawings.

NOW, THEREFORE, in consideration of their mutual promises, covenants and intending to be legally bound, the parties hereto agree as follows:

1. **Recitals/Defined Terms.** The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms not defined herein shall have the meanings attributed to them in the Lease.

2. **Master Plan**. The Master Plan as set forth in **Exhibit "B"** of the Lease is hereby deleted in its entirety and replaced by the revised and approved Master Plan attached hereto as **Exhibit "B-1"**. All references to **Exhibit "B"** in the Lease are hereby replaced by reference to such **Exhibit "B-1"**.

3. **Parking Allocation**. The Parking Allocation as set forth in **Exhibit "C"** of the Lease is hereby deleted in its entirety and replaced by **Exhibit "C-1"** attached hereto. All references to **Exhibit "C"** in the Lease are hereby replaced by reference to such **Exhibit "C-1"**. Pursuant to such updated Parking Allocation, the approximately 1049 parking spaces in the Garage shall be allocated as modified by this Amendment.

4. **Amendment.** The Fourth WHEREAS clause in the Original Agreement shall be deleted in its entirety and replaced as follows:

> WHEREAS, pursuant to that certain Parking Allocation attached hereto as **Exhibit "C-1" ("Parking Allocation")**, the approximately 1049 parking spaces in the Garage shall be allocated as follows:
>
> a. 249 parking spaces which are being leased by Owner to City pursuant and subject to the terms and conditions in this Agreement (the **"City Spaces"**).
>
> b. 800 parking spaces which are not being leased to the City and are reserved by Owner for the exclusive use of its residential and commercial tenants, as depicted in the Parking Allocation as "Residential and Guest" and "Commercial" (together, the **"Owner Controlled Spaces"**; together, the City Spaces and the Owner Controlled Spaces are referred to hereinafter together as **"All Spaces"**); and

5. **Schematic Drawings**. **Exhibit "D"** to the Lease is hereby deleted in its entirety and is replaced by **Exhibit "D-1"** attached hereto. All references to **Exhibit "D"** in the Lease are hereby replaced by reference to such **Exhibit "D-1"**.

6. **Lease of City Spaces**. Section 3 of the Lease is hereby modified to conform to the Parking Allocation as updated in Section 2 of this Amendment, and to reflect that the City has been allocated 249 City Spaces. Accordingly, Sections 3.a and 3.b of the Lease are hereby deleted entirely and replaced as follows:

> **a.** 192 parking spaces shall be designated "**Exclusive City Spaces**," which shall be for the exclusive use of the City 24 hours a day, 7 days a week. The Exclusive City Spaces shall be located in the Garage as depicted in the attached **Exhibit D-1**; specifically, the Exclusive City Spaces shall be located from the first to third floors including ramps between those floors of the Garage. No more than 10% of the Exclusive Parking Spaces may be compact spaces and no more than 1% of the Exclusive Parking Spaces may be motorcycle spaces.
>
> b. 57 City Spaces shall be designated "**Nonexclusive City Spaces**," which shall be for the exclusive use of the City between the hours of 7:30 am to 6:30 pm, Monday through Friday (the "City Control Hours"). Except during the City Control Hours, the non-exclusive City Spaces shall be used on a first-come, first-served basis and Owner may utilize the Nonexclusive City Spaces for other parking purposes, including commercial parking and residential parking;

provided however, that Owner's use of the Nonexclusive Parking Spaces shall not be counted towards required parking for Owner's residential and commercial tenants for site planning purposes. Owner may not tow or boot vehicles from the Nonexclusive City Spaces solely because the City Control Hours have expired. No more than 10% of the Nonexclusive Parking Spaces may be compact spaces and no more than 1% of the Nonexclusive Parking Spaces may be motorcycle spaces.

7. **Authorization.** The signatory for Owner, below, warrants and confirms that he/she is duly authorized to sign on behalf of Owner and of each entity comprising Owner, and that he/she is authorized to enter into this Amendment.

8. **Conflict/Effect**. In the event of a conflict between the terms of the Lease and this Amendment, this Amendment shall prevail. Except as expressly modified herein, the Lease remains in full force and effect pursuant to its terms.

9. **Recording**. The City shall record this Amendment or a memorandum thereof in the Public Records of Palm Beach County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

This Amendment to Parking Lease Agreement is entered into and acknowledged by City and Owner as of the date first stated above.

_____
Approved for Form by City Attorney

CITY:

CITY OF BOYNTON BEACH

By:_____
Ty Penserga, Mayor

OWNER:

Boynton Beach Town Center Apartments I LLC
Boynton Beach Town Center Apartments II LLC
Boynton Beach Town Center Apartments III LLC
Boynton Beach Town Center Apartments IV LLC
Boynton Beach Town Center Apartments V LLC
Boynton Beach Town Center Apartments VI LLC
Boynton Beach Town Center Apartments VII LLC
Boynton Beach Town Center Apartments VIII LLC
and
Boynton Beach Town Center Apartments IX LLC,
each a Florida limited liability company

By: 
Name: Robert Kantor
Title: Manager of each of the above entities

EXHIBIT "B-1"

MASTER PLAN (REVISED)

The City of Boynton Beach

Development Department
Planning & Zoning Division
100 E Ocean Ave
Boynton Beach, Florida 33426
(P): 561-742-6260
www.boynton-beach.org

April 1, 2024

Robert Signer
Time Equities, Inc
55 5th Ave, 15th Floor,
New York, NY 10003

RE: Boynton Beach Town Square – Minor Master Plan Modification
File No.: MMPM - 2024.01.2070
Location: The subject properties bounded by Seacrest Boulevard to the west, NE/SE 1st Street to the east, Boynton Beach Boulevard to the north, and SE 2nd Avenue to the south

Dear Robert Signer:

In response to your submittal date-stamped April 1, 2024 for the administrative review and approval of the minor modifications proposed to the approved Master Plan (MPMD 23-004), depicting the following:

- Revisions to multi-family residential units on South and North Parcels.

	Previously Approved Master Plan (MPMD 23-004)	Minor Master Plan Modification (MMPM - 2024.01.2070)
South Parcel	457 Units	465 Units
North Parcel	441 Units	433 Units
Total Units	898 Units	898 Units

- Revisions to parking spaces designated for City/Civic use in the parking garages proposed on South and North Parcels.

	Previously Approved Master Plan (MPMD 23-004)	Minor Master Plan Modification (MMPM - 2024.01.2070)
South Parcel	236 Spaces	224 Spaces
North Parcel	237 Spaces	249 Spaces
Total Spaces	473 Spaces	473 Spaces

- Corrections to the plans addressing the previously issued Conditions of Approval for Town Square Master Plan (MPMD 23-004).

Please be informed that the proposed changes on the plans date-stamped April 1, 2024 are "minor" as defined within the Land Development Regulations, Chapter 2, Article II, Section 2.D.6. Master Plan. This project may continue to be processed, subject to the Conditions of Approval attached to this letter as "Exhibit A".

Please contact me at (561) 742-6378 should you have any questions.

Sincerely,

Amanda B. Radigan
The Director of Planning and Zoning Division

S:\Planning\SHARED\WP\PROJECTS\TOWN SQUARE\Town Square Master Plan\Town Square Master Plan Minor MMPM 2024.01.2070\Approval Letter - Town Square - MMPM 2024.01.2070.doc

EXHIBIT A

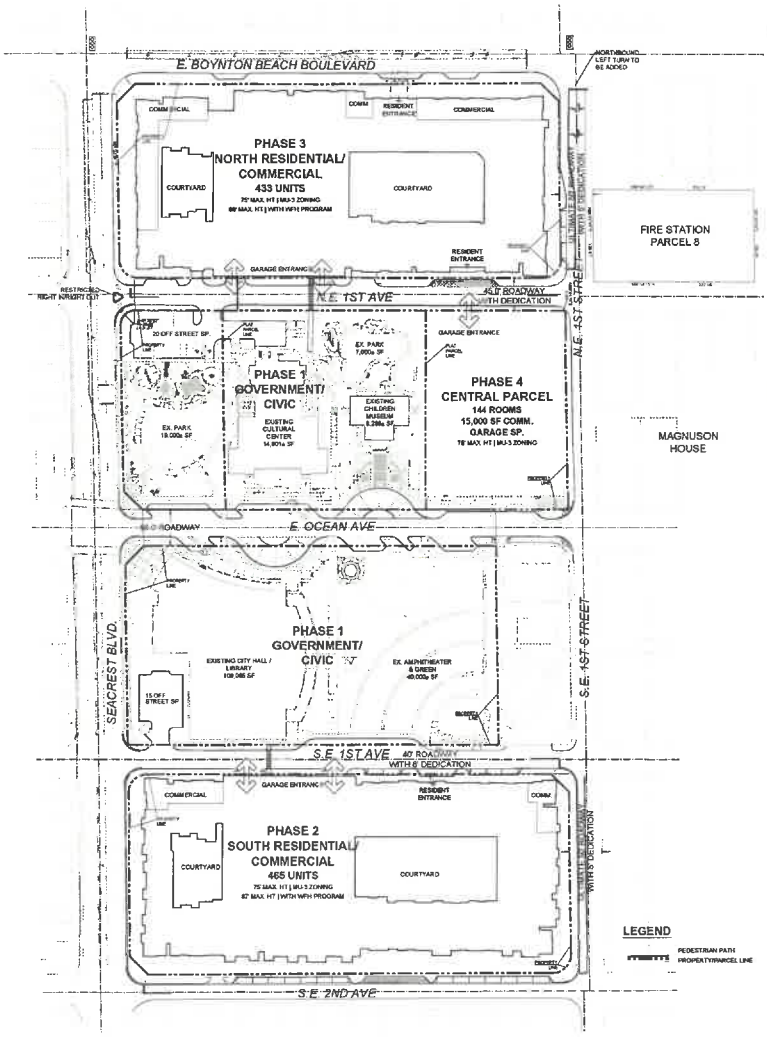
Conditions of Approval

Project Name: Boynton Beach Town Square Master Plan
File number: MMPM - 2024.01.2070
Reference: **Minor Master Plan Modification** with the March 29, 2024 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING		
1. Provide right-of-way dimensions on all roadways. The minimum right-of-way dedication shall be as follows: • Five (5) ft along the west side of SE 1st Street to provide a total of 25 ft right-of-way measured from the centerline between Boynton Beach Blvd and SE 2nd Avenue (the area between E Ocean Avenue and SE 1st Avenue is excluded). • 45 ft land dedication on the south side of Parcel 2 (North Parcel) aligned with and centered on the existing NE 1st Avenue right-of-way, Tract R1. • 8 ft land dedication on the north side of Parcel 7 (South Parcel) between Seacrest Boulevard and the west end of the existing SE 1st Avenue right-of-way to provide a total of 20 ft right-of-way measured from the centerline of existing SE 1st Avenue.	X	
2. In accordance with LDR, Chapter 3, Article II, Section 2.A, and the engineering Design Handbook and Construction Standards, corner lot lines at intersecting rights-of-way shall be the long chord of a twenty-five (25)-foot radius or of a greater radius where deemed necessary. Corner lots shall be designed to provide a safe intersection with respect to sight distance. A 25-foot radius with a Line of Sight Easement in lieu of 25-foot corner clip will be considered.	X	
3. The developer shall work with the City to align driveways on both the proposed project sites and existing driveway to Children's Museum playground/Community Center parking lot.	X	
4. The developer shall coordinate with FDOT and the City to obtain conceptual approval of a traffic signal at Boynton Beach Boulevard & SE/NE 1st Street. If a signal is allowed: • The City will require a pro-rata cost share for the signal, should a signal be warranted within two (2) years of the final certificate of occupancy (CO) being issued for Phase 3 (North Parcel). • The intersection of NE 1st Avenue and NE 1st Street should become a 2-way stop (E/W), and	X	

DEPARTMENTS		INCLUDE	REJECT
	• The eastbound approach of the intersection of NE 1st Avenue at NE 1st Street will be modified to include the following lane configuration: one (1) eastbound shared through-left lane and one (1) eastbound right-turn lane. The right-of-way dedication required for the additional lane will be taken from the hotel parcel on the south side of NE 1st Avenue.		
5.	Prior to Land Development Permit Approval, a traffic study and plan must be approved by the City Engineering Division.	X	
6.	A southbound right turn lane shall be provided at NE 1st Avenue on NW 1st Street, or provide a queuing analysis and request an engineering waiver.	X	
7.	A westbound left turn lane shall be provided on NE 1st Avenue onto Central Parcel (Phase 4), or provide a queuing analysis and request an engineering waiver.	X	
8.	All utilities and easements shall be coordinated with requisite utility authorities and shall be provided in accordance with LDR, Chapter 4, Article VIII, Section B for the installation of underground utilities or relocating existing facilities in conformance with the respective utility authority's rules and regulations.	X	
9.	Utility easements ten (10) feet in width shall be provided across that portion of a lot adjacent to a street for the future undergrounding of existing overhead lines.	X	
	UTILITIES		
10.	The developer shall specify the number of restaurants that will be in the commercial space of the project. One grease interceptor is required per each proposed restaurant. At time of permitting for interior commercial build out, detailed engineering calculations shall be submitted to demonstrate the capacity of grease interceptors. All grease interceptors shall be the City Standard reinforced concrete1,250 gallons per Utilities Standard Detail S-11.	X	
11.	A Hold Harmless Agreement is required for all the utilities located under the pavers.	X	
	PLANNING AND ZONING		
12.	The subject application is contingent on the applicant's participation in the City's Workforce Housing Program.	X	

DEPARTMENTS		INCLUDE	REJECT
13.	Replat of the Master Plan area is required prior to approval of any permit for the site.	X	
14.	Provide required parking calculations for the residential units. Pursuant to Part III, Chapter 4, Article V, Section 3. B. Table 4-17. Residential and Lodging Uses, 1,584 parking spaces are required for residential units proposed in North and South Parcels. The applicant is proposing 1,349 parking spaces for the units through participation in sustainability, pursuant to Part III, Chapter 4, Article V, Section 3. G, Parking Reductions for Sustainability. The requested parking rate reduction is conditioned on the Site Plan approval.	X	
15.	473 garage parking spaces shall be provided for the City Lease Spaces, and the parking for the proposed development shall comply with the requirements as defined in Part III, Chapter 4, Article V. Minimum Off-Street Parking Requirements.	X	
16.	Use(s) of Phase 4, AKA Central Parcel, are estimated for this Major Master Plan Modification application (MPMD 23-004) and subject to change at the discretion of the City. The uses shall be comparable to the existing proposal or the proposed use may be up to an equivalent intensity.	X	
17.	Should any associated agreements including, but not limited to the development agreement, temporary parking agreements and continuous parking lease agreements require updating, the agreements shall be updated prior to any permit issuance.	X	
18.	Revise the Exhibit of Garage Parking Space Designation to specify the parking spaces for both nonexclusive city use and exclusive city use in accordance with the Continuing Parking Lease Agreements (Resolution No. 23-023) or based upon agreement with the City.	X	
CITY COMMISSION CONDITIONS			
Comments: To be determined.			



DEVELOPMENT TEAM

APPLICANT/ DEVELOPER:	TIME EQUITIES, INC 55 5th AVENUE, 15th FLOOR SUITE 105 NEW YORK, NY 10003	SURVEYOR:	CAULFIELD & WHEELER, INC. 7900 GLADES RD., STE. 100 BOCA RATON, FL 33434 (561) 392-1991
PLANNER:	URBAN DESIGN STUDIO 610 CLEMATIS STREET, STE. CU02 WEST PALM BEACH, FL 33401 (561) 366-1100	TRAFFIC/ CIVIL ENGINEER:	KIMLEY HORN 1920 WEKIVA WAY, Suite 200 WEST PALM BEACH, FL 33433 (561) 845-0965
ARCHITECT:	MSA ARCHITECTS 8950 S.W. 74 COURT I SUITE 1513 MIAMI, FLORIDA 33156 (305) 273-9911	LANDSCAPE ARCHITECT:	ARCHITECTURAL ALLIANCE LANDSCAPE 813 SW 4th AVE FORT LAUDERDALE, FL 33315 (954) 764-5958

MMPM 2024.01.2070
Minor Master Plan Modification
March 29, 2024

LOCATION MAP



urban design studio
Urban Design
Land Planning
Landscape Architecure
610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX: 561.366.1111
www.urbandesignstudio.com
PL#0001729

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SITE DATA

PROJECT PHASE	1 - GOVT / CIVIC	2 - SOUTH RESIDENTIAL /COMM.	3 -NORTH RESIDENTIAL /COMM.	4 - CENTRAL HOTEL/COMM.
FUTURE LAND USE		MIXED USE - MEDIUM (MIX)		
ZONING		MIXED USE - 3 (MU-3)		
OVERLAYS BY PHASE	DTODD, CDC	DTODD, CDC	DTODD, CDC	DTODD, CDC
RESIDENTIAL DENSITY - ZONING DIST. for DTODD & WFH	ALLOWED: 50 units /acre (42 units WFH Program) PROPOSED: 61.2 units/ac project area			
MAX. RESIDENTIAL UNITS (based on Gross Project Area)	962			
MAX. FLOOR AREA RATIO	3.5 FAR			
MAX. BUILDING HT. - ZONING DIST. per DTODD & WFH	75'	75' (87')	75' (87')	75'

DTODD - Downtown Transit Oriented Development District CDC - Cultural District Overlay BBBO - Boynton Beach Blvd Overlay WFH - Workforce House Program

PROJECT SUMMARY

PARCEL NAME	PHASE #	PARCEL AREA (AC)	PARCEL AREA (SF)	PROPOSED	MAX. BUILDING AREA (SF)*	FAR	PROPOSED MIN. COMMERCIAL (SF)
GOVT/ CIVIC	1	5.78	251,675		139,800 (EXISTING)**	0.46 (EXISTING)	
SOUTH RES/COM	2	3.80	164,434	466 RES. UNITS	579,019	3.50	8,818
NORTH RES/COM	3	3.79	161,173	433 RES. UNITS	564,105	3.50	15,908
CENTRAL - HOTEL/COM	4	1.21	52,939	144 ROOMS	185,287	3.50	13,800
NET PROJECT AREA		14.49	631,218				38,734
ROW DEDICATIONS		1.733	75,475				
GROSS PROJECT AREA ***		16.62	675,848				
PLATTED PROJECT AREA		16.62	706,693				

* EXCLUDES GARAGE, TERRACES AND BALCONIES PER THE DEFINITION OF GROSS FLOOR AREA OF CITY'S LDR'S
** INCLUDES CITY HALL, LIBRARY, CHILDREN'S MUSEUM CULTURAL CENTER
*** USED FOR DENSITY CALCULATIONS

USEABLE OPEN SPACE CALCULATION

GROSS SITE AREA	14.49 AC	
x REQUIRED PERCENTAGE	9.50% OF TOTAL NET AREA, PURSUANT TO TABLE 3-4, CHAP. 3, ART. III, SEC C. BUILDING AND SITE REGULATIONS	
REQUIRED ACREAGE	0.97 AC	5,156 SF
PROVIDED ACREAGE (IN PH. I)	1.52 AC	66,000 SF

NOTES

1) THE MASTER PLAN PROPERTY BOUNDARIES, TOTAL LOT AND PARCEL AREAS ARE BASED ON THE RECORDED PLAT (PB 127 PAGES 1-6, EXCLUDING PARCEL 8 (FIRE STATION #1) AND ROAD RIGHT OF WAY TRACTS.

2) THE NUMBER OF PROPOSED UNITS AND BUILDING HEIGHT ARE BASED ON PARTICIPATION IN WORKFORCE HOUSING PROGRAM (WFH). FINAL BUILDING HEIGHTS SHALL BE COMPLIANT WITH WFH PROGRAM.

3) BUILDING OUTLINES IN PHASES 2 & 3 ARE APPROXIMATE AND SUBJECT TO SITE PLAN APPROVAL AND PERMITTING.

4) GARAGE PARKING - PARKING RATES BASED ON PART III, CHAPTER 4 , ARTICLE V. SECTION 3.G. PARKING REDUCTIONS FOR SUSTAINABILITY. APPROVAL OF THE PROPOSED PARKING RATE REDUCTION THROUGH PARTICIPATION IN SUSTAINABILITY IS CONDITIONED ON THE SITE PLAN APPROVAL(S).

5) GARAGE PARKING - GOVT/CIVIC PROVIDED IN PHASES 2 & 3 SUPPORT USES IN PHASE 1.

6) PARKING REQUIRED FOR PHASE 4 USE(S) TO BE PROVIDED ON PHASE 4 SITE.

7) GARAGE ENTRANCE LOCATIONS ARE APPROXIMATE AND SUBJECT TO SITE PLAN APPROVALS AND PERMITTING.

8) PHASE 4 USES ARE ESTIMATED FOR THE MASTER PLAN AND SUBJECT TO CHANGE AT THE DISCRETION BY THE CITY. PHASE 4 USES SHALL BE COMPARABLE TO THE CURRENT PROPOSAL OR BE UP TO EQUIVALENT INTENSITY.

9) LOCATION OF PUBLIC RESTROOMS ARE SUBJECT TO CHANGE AT TIME OF SITE PLAN APPLICATION BUT SHALL BE LOCATED IN PHASE 1 SITE AS PER DEVELOPMENT AGREEMENT.

10) ON STREET PARKING WILL BE PROVIDED WHERE POSSIBLE ON ALL ABUTTING STREETS AT TIME OF SITE PLAN APPLICATION.

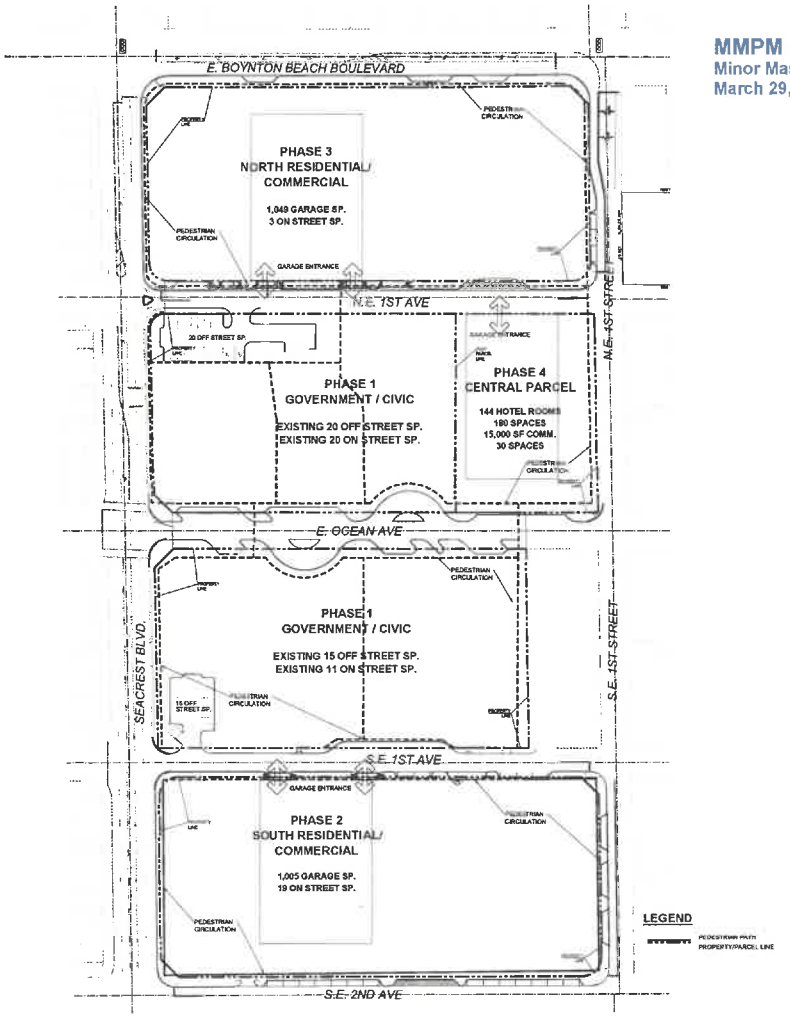
11) ALL UTILITY LINES WILL BE RELOCATED UNDERGROUND SUBJECT TO FPL APPROVAL.

TOWN SQUARE
Boynton Beach, FL
Master Plan

NORTH
6 30 60 120
Scale: 1" = 60'-0"

Date:
Project No.: 20-212 001
Designed By: DTH/BRS
Drawn By: BCM
Checked By: BCM/AVJ
Revision Dates:
1/29/2023 City Submittal
3/7/2023 Revisions per City
3/29/2023 Revisions per City
5/1/2023 Minor Modification Submittal
6/1/2023 Minor Modification Resubmittal
8/28/2023 Minor Modification Resubmittal

MSP-1
of 2



MMPM 2024.01.2070

Minor Master Plan Modification

March 29, 2024

PARKING SPACES REQUIRED				
Land Use	Proposed Intensity		Rate By Use	Spaces
Phase 1 – Government/ Civil Parcel				
City Hall/ Library/ Children's Museum	114,373	SF	Per City	321
Cultural Center	250	Seats	1/4	63
Recreation Areas/ Amphitheater/ Chilled Water	Per City			45
				4
City Spaces	Including 11 for Fire Station and 32 for Magnuson House			100
Phase 1 Parking Spaces - Required				533
Phase 2 – South Parcel*				
Studio/ 1BR Units	230	Units	1.33	306
2+ BR Units	235	Units	1.66	390
Residential Guest	465	Units	0.15	70
Commercial	6,818	SF	1/200	34
Phase 2 Parking Spaces - Required				808
Phase 3 – North Parcel*				
Studio/ 1BR Units	199	Units	1.33	265
2+ BR Units	234	Units	1.66	388
Residential Guest	433	Units	0.15	66
Commercial	16,906	SF	1/200	85
Phase 3 Parking Spaces - Required				803
Phase 4 – Central Parcel				
Hotel Rooms	144	Rooms	1.25	180
Commercial within Hotel	15,000	SF	50% of 1/200	38
Phase 4 Parking Spaces - Required				218
TOTAL SPACES REQUIRED				2,364
PARKING SPACES PROVIDED				Spaces
Phase 1 – Government/ Civic				
Garage Spaces -Total				0
On Street Spaces				31
Off Street Spaces				35
Phase 1 Parking Spaces - Provided				66
Phase 2 – South Residential*				
Garage Spaces -Total				1,005
Residential & Guest				786
Commercial/Public				19
City Leased Spaces				224
On Street Spaces				19
Off Street Spaces				0
Phase 2 Parking Spaces Provided				1,024
Phase 3 – North Residential*				
Garage Spaces -Total				1,049
Residential & Guest				719
Commercial/Public				82
City Leased Spaces				249
On Street Spaces				3
Off Street Spaces				0
Phase 3 Parking Spaces Provided				1,052
Phase 4 – Central Parcel**				
Garage Spaces – Total				218
Hotel & Commercial				218
Phase 4 Parking Spaces Provided				218
TOTAL SPACES PROVIDED				2,360

* Residential parking rates based on Part II, Chapter 4., Article V, Section. 3.D. Parking Reductions for Sustainability. Approval of the proposed parking rate reduction through participation in sustainability is conditioned on the Site Plan approval(s).

** Phase 4 uses are estimated for the Master Plan and subject to change at the discretion by the City. All required parking for Phase 4 uses shall be provided on the Phase 4 parcel. Phase 4 uses shall be comparable to the current proposal or be up to equivalent intensity.

urban design studio
Urban Design
Land Planning
Landscape Architecure
618 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561 366 1100 FAX: 561 366 1111
www.udsflorida.com
EB#0001279

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TOWN SQUARE

Boynton Beach, FL
Master Plan - Parking/Pedestrian Pathways

NORTH

Revision Dates:
1/3/2024 Per Submittal
10/8/2024 Revised per City
2/6/2025 Revised per City

MSP-2
of 2

EXHIBIT "C-1"

PARKING ALLOCATION

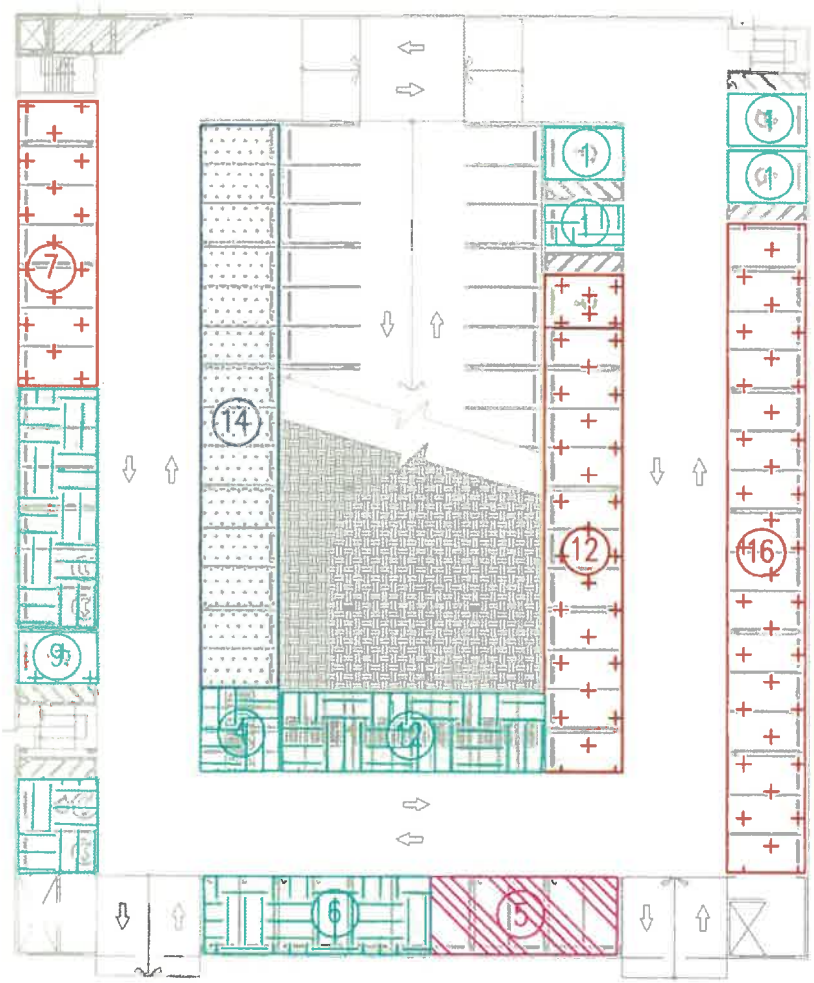
Boynton Town Square Apartments
Updated Parking Garage Reconcillation
May 17, 2024 - APPROVED SITE PLANS

North Building											
		Parking									
Floor	DUs	Vehicle Spaces	Motorcycle	Total Spaces	City Total	City - Non Excl.	City Excl	Comm.	Guest	Res.	Res + City Non Excl.
1	11	73	16	89	35	0	35	35	5	14	14
1.5	0	113	14	127	77	0	77	50	0	0	0
2	56	115	0	115	48	0	48	0	0	67	67
3	61	120	0	120	53	21	32	0	0	67	88
4	61	120	0	120	36	36	0	0	17	67	103
5	61	119	0	119	0	0	0	0	10	109	109
6	61	119	0	119	0	0	0	0	10	109	109
7	61	119	0	119	0	0	0	0	10	109	109
8	61	121	0	121	0	0	0	0	10	111	111
Total	433	1019	30	1049	249	57	192	85	62	653	710

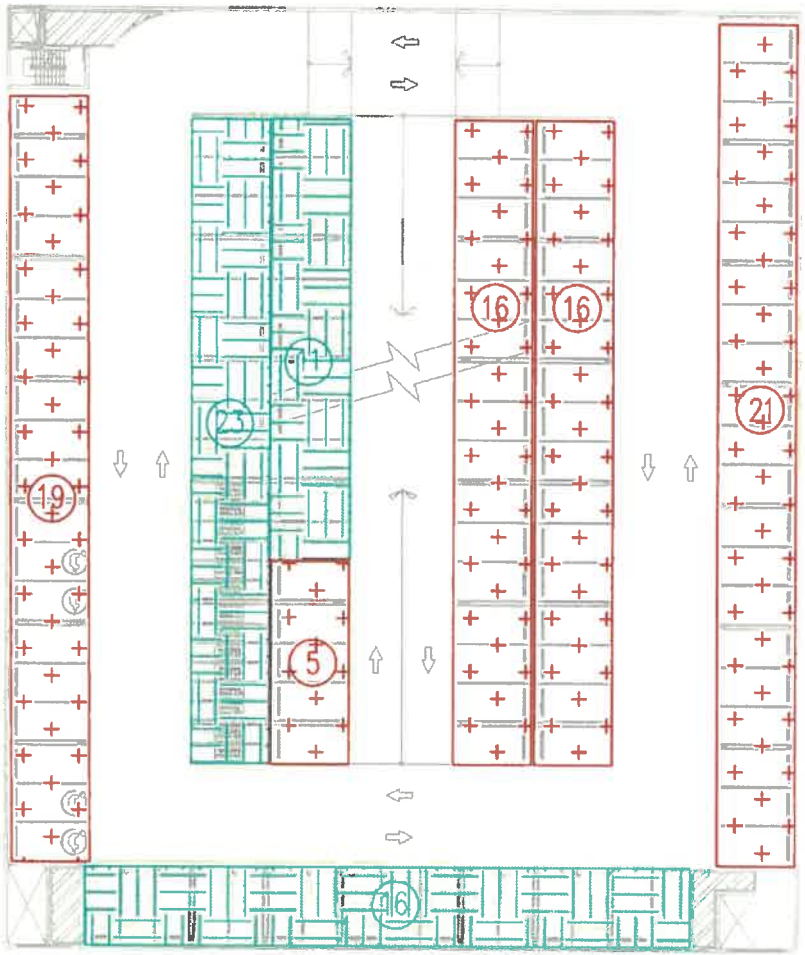
EXHIBIT "D-1"

DEPICTION OF PARKING SPACES

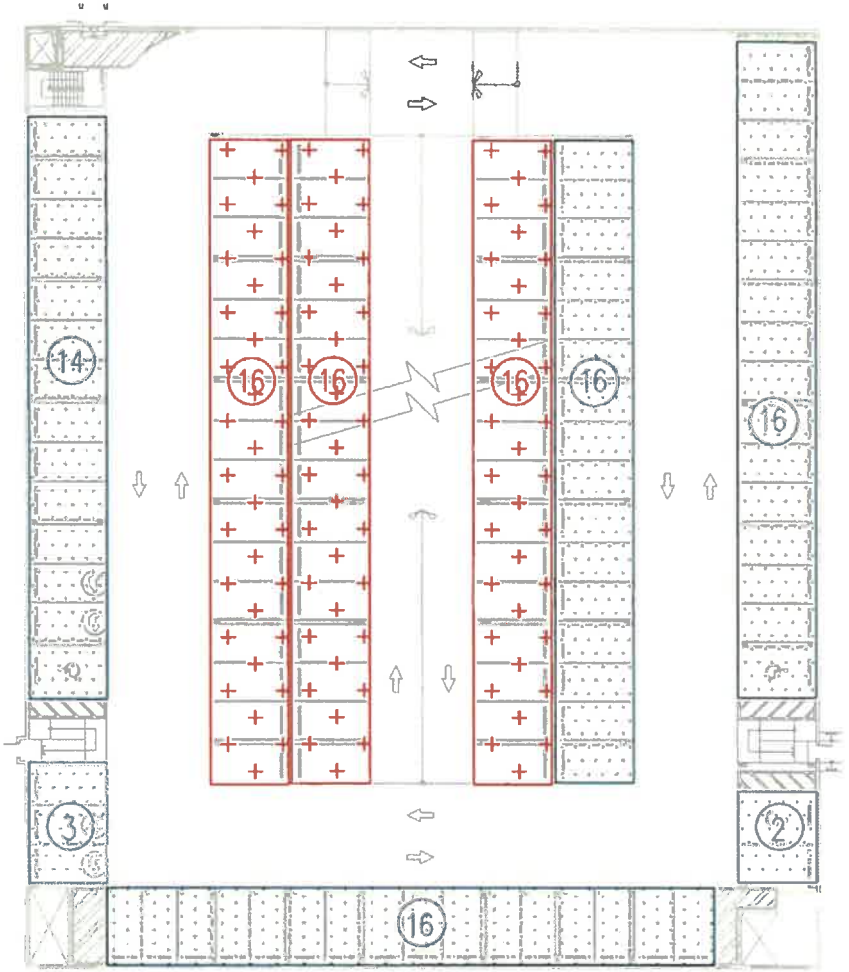
NORTH GARAGE FLOOR 1	
RESIDENTIAL SPACES: 14	
GUEST: 5	
COMMERCIAL SPACES: 35	
CITY NON-EXCLUSIVE SPACES: 0	
CITY EXCLUSIVE SPACES: 35	



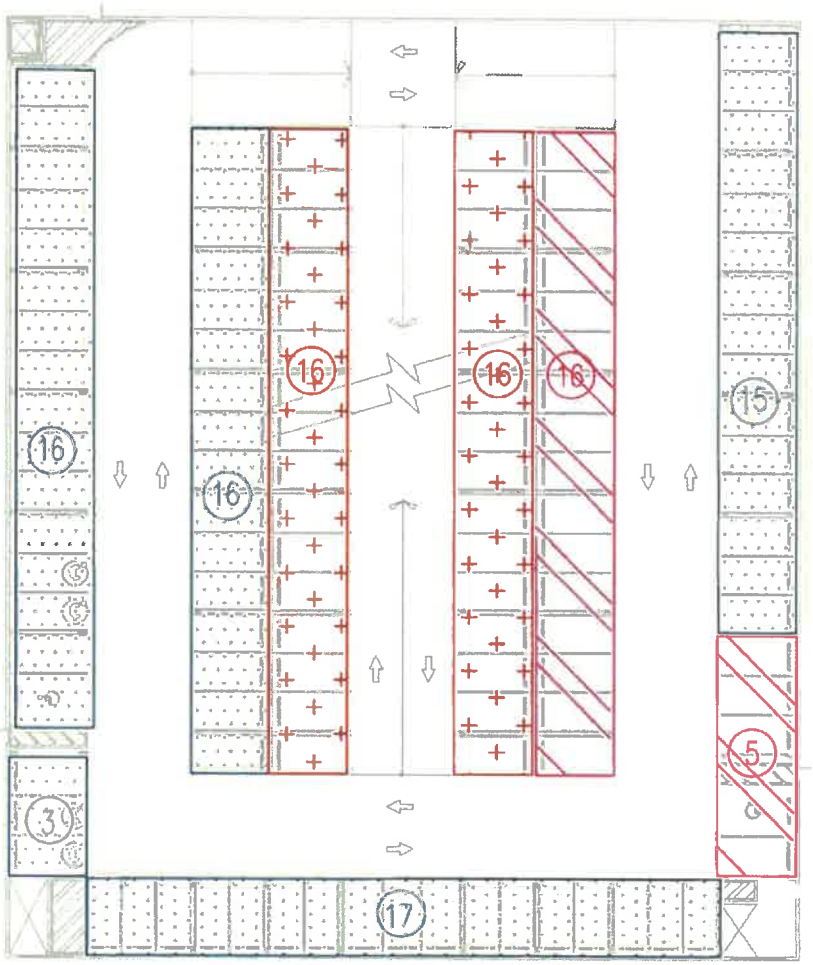
NORTH GARAGE FLOOR 1.5	
RESIDENTIAL SPACES: 0	
GUEST: 0	
COMMERCIAL SPACES: 50	
CITY NON-EXCLUSIVE SPACES: 0	
CITY EXCLUSIVE SPACES: 77	



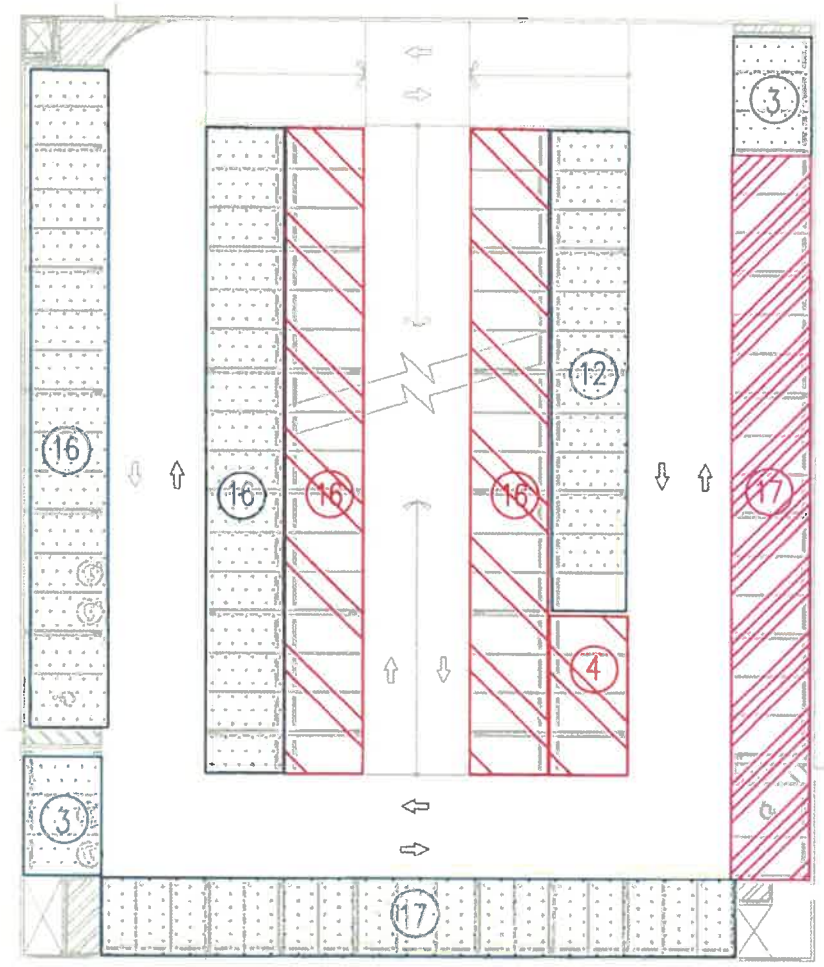
NORTH GARAGE FLOOR 2	
RESIDENTIAL SPACES: 67	
GUEST: 0	
COMMERCIAL SPACES: 0	
CITY NON-EXCLUSIVE SPACES: 0	
CITY EXCLUSIVE SPACES: 48	



NORTH GARAGE FLOOR 3	
RESIDENTIAL SPACES: 67	
GUEST: 0	
COMMERCIAL SPACES: 0	
CITY NON-EXCLUSIVE SPACES: 21	
CITY EXCLUSIVE SPACES: 32	

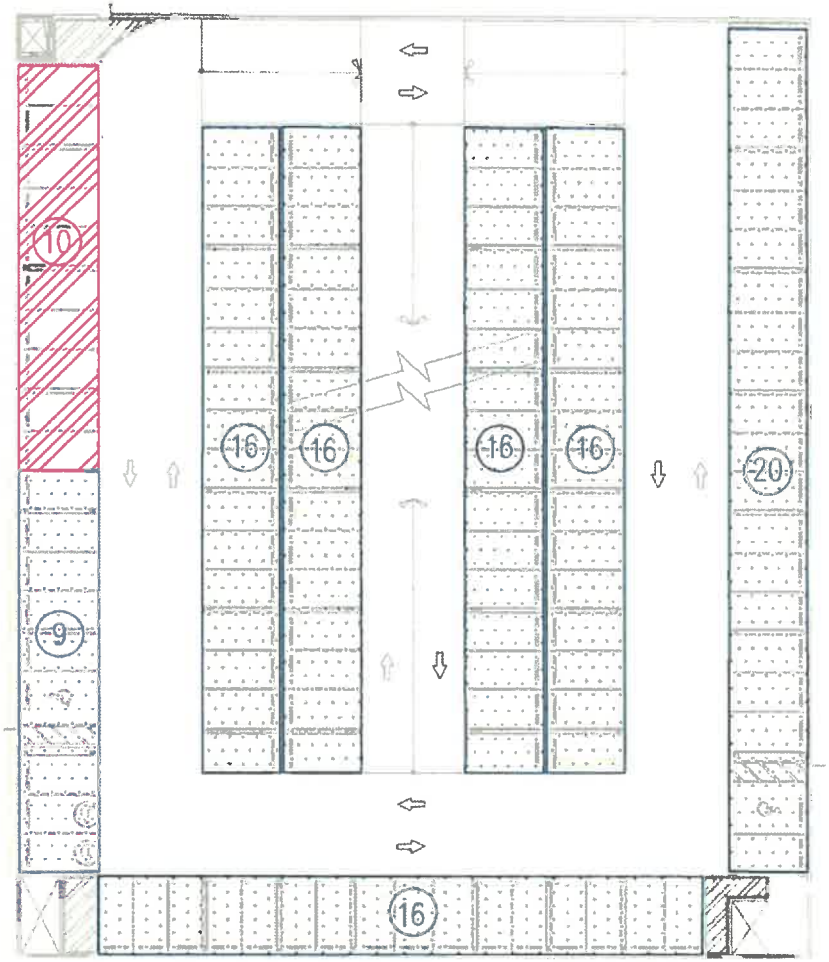


NORTH GARAGE FLOOR 4	
RESIDENTIAL SPACES: 67	
GUEST: 17	
COMMERCIAL SPACES: 0	
CITY NON-EXCLUSIVE SPACES: 36	
CITY EXCLUSIVE SPACES: 0	



NORTH GARAGE FLOOR 5–8 TYPICAL	
RESIDENTIAL SPACES: 109–111	
GUEST: 10	
COMMERCIAL SPACES: 0	
CITY NON–EXCLUSIVE SPACES: 0	
CITY EXCLUSIVE SPACES: 0	

* 109 SPACES ON FLOORS 5–7 AND 111 ON FLOOR 8



AMENDMENT TO PARKING LEASE AGREEMENT

South Garage

THIS AMENDMENT TO PARKING LEASE AGREEMENT (this "**Amendment**") , which was approved by City Resolution No. 23-023 on February 21, 2023 is entered into this _____ day of _____2024, by and between Boynton Beach Town Center Apartments I LLC, Boynton Beach Town Center Apartments II LLC, Boynton Beach Town Center Apartments III LLC, Boynton Beach Town Center Apartments IV LLC, Boynton Beach Town Center Apartments V LLC, Boynton Beach Town Center Apartments VI LLC, Boynton Beach Town Center Apartments VII LLC, Boynton Beach Town Center Apartments VIII LLC and Boynton Beach Town Center Apartments IX LLC, each a Florida limited liability company, as tenants in common (together, "**Owner**"), and CITY OF BOYNTON BEACH ("**City**").

WITNESSETH:

WHEREAS, Boynton Beach Town Center Apartments, LLC, as predecessor to Owner, and City entered into that certain Parking Lease Agreement ("Original Agreement") approved via City Resolution No. 23-023) dated March 8, 2023 and recorded May 16, 2023 in Official Records Book 34305, commencing at Page 914, which recorded document included that certain Assignment of Parking Lease Agreement dated April 10, 2023 wherein such Parking Lease Agreement was assigned to Owner (together, Original Agreement as assigned shall herein be referred to as the "**Lease**"); and

WHEREAS, pursuant to discussions between Owner and City, the parties have agreed to modify the Master Plan to increase the number of parking spaces in the Garage from approximately 983 parking spaces to approximately 1,005 parking spaces, and to modify the Parking Allocation and the schematic depiction of the parking spaces as set forth herein; and

WHEREAS, Owner and City have agreed to replace certain exhibits to the Lease to reflect such revised Master Plan, Parking Allocation, and schematic drawings.

NOW, THEREFORE, in consideration of their mutual promises, covenants and intending to be legally bound, the parties hereto agree as follows:

1. **Recitals/Defined Terms.** The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms not defined herein shall have the meanings attributed to them in the Lease.

2. **Master Plan**. The Master Plan as set forth in **Exhibit "B"** of the Lease is hereby deleted in its entirety and replaced by the revised and approved Master Plan attached hereto as **Exhibit "B-1"**. All references to **Exhibit "B"** in the Lease are hereby replaced by reference to such **Exhibit "B-1"**.

3. **Parking Allocation**. The Parking Allocation as set forth in **Exhibit "C"** of the Lease is hereby deleted in its entirety and replaced by **Exhibit "C-1"** attached hereto. All references to **Exhibit "C"** in the Lease are hereby replaced by reference to such **Exhibit "C-1"**. Pursuant to such updated Parking Allocation, the approximately 1049 parking spaces in the Garage shall be allocated as modified by this Amendment.

4. **Amendment.** The Fourth WHEREAS clause in the Original Agreement shall be deleted in its entirety and replaced as follows:

WHEREAS, pursuant to that certain Parking Allocation attached hereto as **Exhibit "C-1" ("Parking Allocation")**, the approximately 1005 parking spaces in the Garage shall be allocated as follows:

a. 224 parking spaces which are being leased by Owner to City pursuant and subject to the terms and conditions in this Agreement (the **"City Spaces"**).

b. 781 parking spaces which are not being leased to the City and are reserved by Owner for the exclusive use of its residential and commercial tenants, as depicted in the Parking Allocation as "Residential and Guest" and "Commercial" (together, the **"Owner Controlled Spaces"**; together, the City Spaces and the Owner Controlled Spaces are referred to hereinafter together as **"All Spaces"**); and

5. **Schematic Drawings**. **Exhibit "D"** to the Lease is hereby deleted in its entirety and is replaced by **Exhibit "D-1"** attached hereto. All references to **Exhibit "D"** in the Lease are hereby replaced by reference to such **Exhibit "D-1"**.

6. **Lease of City Spaces**. Section 3 of the Lease is hereby modified to conform to the Parking Allocation as updated in Section 2 of this Amendment, and to reflect that the City has been allocated 224 City Spaces. Accordingly, Sections 3.a and 3.b of the Lease are hereby deleted entirely and replaced as follows:

a. 171 parking spaces shall be designated "**Exclusive City Spaces**," which shall be for the exclusive use of the City 24 hours a day, 7 days a week. The Exclusive City Spaces shall be located in the Garage as depicted in the attached **Exhibit D-1**; specifically, the Exclusive City Spaces shall be located from the first to third floors including ramps between those floors of the Garage. No more than 10% of the Exclusive Parking Spaces may be compact spaces and no more than 1% of the Exclusive Parking Spaces may be motorcycle spaces.

b. 53 City Spaces shall be designated "**Nonexclusive City Spaces**," which shall be for the exclusive use of the City between the hours of 7:30 am to 6:30 pm, Monday through Friday (the "City Control Hours"). Except during the City Control Hours, the non-exclusive City Spaces shall be used on a first-come, first-served basis and Owner may utilize the Nonexclusive City Spaces for other parking purposes, including commercial parking and residential parking;

provided however, that Owner's use of the Nonexclusive Parking Spaces shall not be counted towards required parking for Owner's residential and commercial tenants for site planning purposes. Owner may not tow or boot vehicles from the Nonexclusive City Spaces solely because the City Control Hours have expired. No more than 10% of the Nonexclusive Parking Spaces may be compact spaces and no more than 1% of the Nonexclusive Parking Spaces may be motorcycle spaces.

7. **Authorization.** The signatory for Owner, below, warrants and confirms that he/she is duly authorized to sign on behalf of Owner and of each entity comprising Owner, and that he/she is authorized to enter into this Amendment.

8. **Conflict/Effect**. In the event of a conflict between the terms of the Lease and this Amendment, this Amendment shall prevail. Except as expressly modified herein, the Lease remains in full force and effect pursuant to its terms.

9. **Recording**. The City shall record this Amendment or a memorandum thereof in the Public Records of Palm Beach County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

This Amendment to Parking Lease Agreement is entered into and acknowledged by City and Owner as of the date first stated above.

CITY:

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

_____
Approved for Form by City Attorney

OWNER:

Boynton Beach Town Center Apartments I LLC
Boynton Beach Town Center Apartments II LLC
Boynton Beach Town Center Apartments III LLC
Boynton Beach Town Center Apartments IV LLC
Boynton Beach Town Center Apartments V LLC
Boynton Beach Town Center Apartments VI LLC
Boynton Beach Town Center Apartments VII LLC
Boynton Beach Town Center Apartments VIII LLC
and
Boynton Beach Town Center Apartments IX LLC,
each a Florida limited liability company

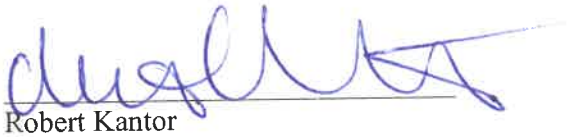
By: 
Name: Robert Kantor
Title: Manager of each of the above entities

EXHIBIT "B-1"

MASTER PLAN (REVISED)

The City of Boynton Beach

Development Department
Planning & Zoning Division
100 E Ocean Ave
Boynton Beach, Florida 33426
(P): 561-742-6260
www.boynton-beach.org

April 1, 2024

Robert Signer
Time Equities, Inc
55 5th Ave, 15th Floor,
New York, NY 10003

RE: Boynton Beach Town Square – Minor Master Plan Modification
File No.: MMPM - 2024.01.2070
Location: The subject properties bounded by Seacrest Boulevard to the west, NE/SE 1st Street to the east, Boynton Beach Boulevard to the north, and SE 2nd Avenue to the south

Dear Robert Signer:

In response to your submittal date-stamped April 1, 2024 for the administrative review and approval of the minor modifications proposed to the approved Master Plan (MPMD 23-004), depicting the following:

- Revisions to multi-family residential units on South and North Parcels.

	Previously Approved Master Plan (MPMD 23-004)	Minor Master Plan Modification (MMPM - 2024.01.2070)
South Parcel	457 Units	465 Units
North Parcel	441 Units	433 Units
Total Units	898 Units	898 Units

- Revisions to parking spaces designated for City/Civic use in the parking garages proposed on South and North Parcels.

	Previously Approved Master Plan (MPMD 23-004)	Minor Master Plan Modification (MMPM - 2024.01.2070)
South Parcel	236 Spaces	224 Spaces
North Parcel	237 Spaces	249 Spaces
Total Spaces	473 Spaces	473 Spaces

- Corrections to the plans addressing the previously issued Conditions of Approval for Town Square Master Plan (MPMD 23-004).

Please be informed that the proposed changes on the plans date-stamped April 1, 2024 are "minor" as defined within the Land Development Regulations, Chapter 2, Article II, Section 2.D.6. Master Plan. This project may continue to be processed, subject to the Conditions of Approval attached to this letter as "Exhibit A".

Please contact me at (561) 742-6378 should you have any questions.

Sincerely,

Amanda B. Radigan
The Director of Planning and Zoning Division

S:\Planning\SHARED\WP\PROJECTS\TOWN SQUARE\Town Square Master Plan\Town Square Master Plan Minor MMPM 2024.01.2070\Approval Letter - Town Square - MMPM 2024.01.2070.doc

EXHIBIT A

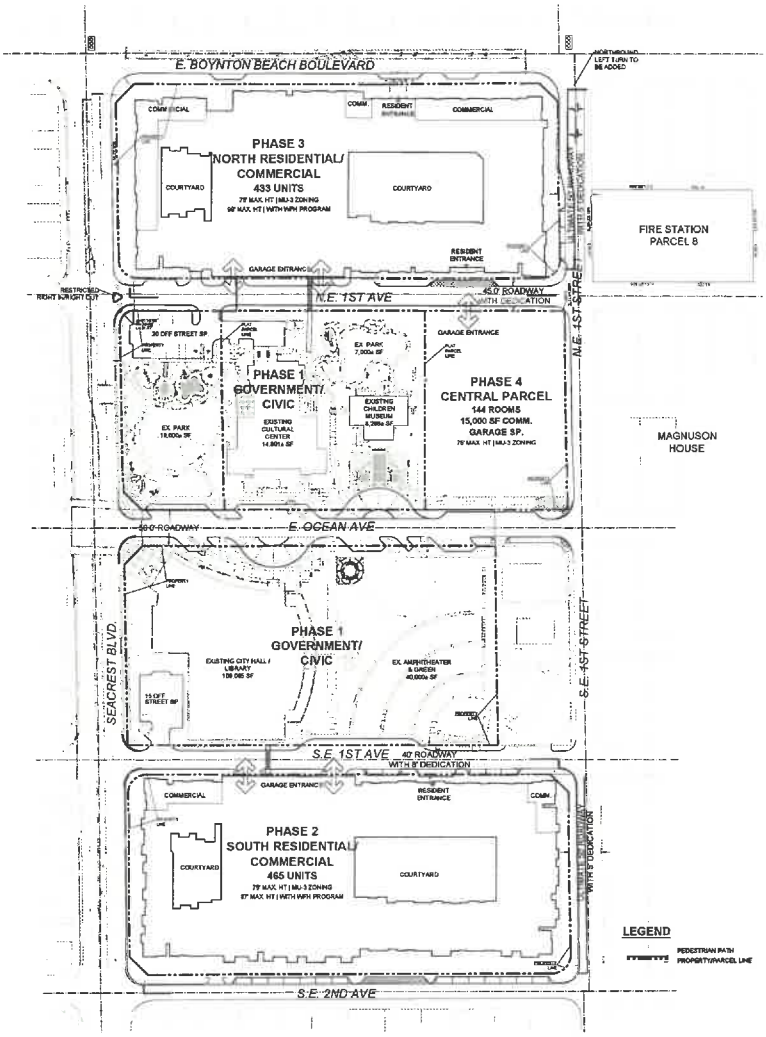
Conditions of Approval

Project Name: Boynton Beach Town Square Master Plan
File number: MMPM - 2024.01.2070
Reference: **Minor Master Plan Modification** with the March 29, 2024 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING		
1. Provide right-of-way dimensions on all roadways. The minimum right-of-way dedication shall be as follows: • Five (5) ft along the west side of SE 1st Street to provide a total of 25 ft right-of-way measured from the centerline between Boynton Beach Blvd and SE 2nd Avenue (the area between E Ocean Avenue and SE 1st Avenue is excluded). • 45 ft land dedication on the south side of Parcel 2 (North Parcel) aligned with and centered on the existing NE 1st Avenue right-of-way, Tract R1. • 8 ft land dedication on the north side of Parcel 7 (South Parcel) between Seacrest Boulevard and the west end of the existing SE 1st Avenue right-of-way to provide a total of 20 ft right-of-way measured from the centerline of existing SE 1st Avenue.	X	
2. In accordance with LDR, Chapter 3, Article II, Section 2.A, and the engineering Design Handbook and Construction Standards, corner lot lines at intersecting rights-of-way shall be the long chord of a twenty-five (25)-foot radius or of a greater radius where deemed necessary. Corner lots shall be designed to provide a safe intersection with respect to sight distance. A 25-foot radius with a Line of Sight Easement in lieu of 25-foot corner clip will be considered.	X	
3. The developer shall work with the City to align driveways on both the proposed project sites and existing driveway to Children's Museum playground/Community Center parking lot.	X	
4. The developer shall coordinate with FDOT and the City to obtain conceptual approval of a traffic signal at Boynton Beach Boulevard & SE/NE 1st Street. If a signal is allowed: • The City will require a pro-rata cost share for the signal, should a signal be warranted within two (2) years of the final certificate of occupancy (CO) being issued for Phase 3 (North Parcel). • The intersection of NE 1st Avenue and NE 1st Street should become a 2-way stop (E/W), and	X	

DEPARTMENTS		INCLUDE	REJECT
	• The eastbound approach of the intersection of NE 1st Avenue at NE 1st Street will be modified to include the following lane configuration: one (1) eastbound shared through-left lane and one (1) eastbound right-turn lane. The right-of-way dedication required for the additional lane will be taken from the hotel parcel on the south side of NE 1st Avenue.		
5.	Prior to Land Development Permit Approval, a traffic study and plan must be approved by the City Engineering Division.	X	
6.	A southbound right turn lane shall be provided at NE 1st Avenue on NW 1st Street, or provide a queuing analysis and request an engineering waiver.	X	
7.	A westbound left turn lane shall be provided on NE 1st Avenue onto Central Parcel (Phase 4), or provide a queuing analysis and request an engineering waiver.	X	
8.	All utilities and easements shall be coordinated with requisite utility authorities and shall be provided in accordance with LDR, Chapter 4, Article VIII, Section B for the installation of underground utilities or relocating existing facilities in conformance with the respective utility authority's rules and regulations.	X	
9.	Utility easements ten (10) feet in width shall be provided across that portion of a lot adjacent to a street for the future undergrounding of existing overhead lines.	X	
	UTILITIES		
10.	The developer shall specify the number of restaurants that will be in the commercial space of the project. One grease interceptor is required per each proposed restaurant. At time of permitting for interior commercial build out, detailed engineering calculations shall be submitted to demonstrate the capacity of grease interceptors. All grease interceptors shall be the City Standard reinforced concrete1,250 gallons per Utilities Standard Detail S-11.	X	
11.	A Hold Harmless Agreement is required for all the utilities located under the pavers.	X	
	PLANNING AND ZONING		
12.	The subject application is contingent on the applicant's participation in the City's Workforce Housing Program.	X	

DEPARTMENTS		INCLUDE	REJECT
13.	Replat of the Master Plan area is required prior to approval of any permit for the site.	X	
14.	Provide required parking calculations for the residential units. Pursuant to Part III, Chapter 4, Article V, Section 3. B. Table 4-17. Residential and Lodging Uses, 1,584 parking spaces are required for residential units proposed in North and South Parcels. The applicant is proposing 1,349 parking spaces for the units through participation in sustainability, pursuant to Part III, Chapter 4, Article V, Section 3. G, Parking Reductions for Sustainability. The requested parking rate reduction is conditioned on the Site Plan approval.	X	
15.	473 garage parking spaces shall be provided for the City Lease Spaces, and the parking for the proposed development shall comply with the requirements as defined in Part III, Chapter 4, Article V. Minimum Off-Street Parking Requirements.	X	
16.	Use(s) of Phase 4, AKA Central Parcel, are estimated for this Major Master Plan Modification application (MPMD 23-004) and subject to change at the discretion of the City. The uses shall be comparable to the existing proposal or the proposed use may be up to an equivalent intensity.	X	
17.	Should any associated agreements including, but not limited to the development agreement, temporary parking agreements and continuous parking lease agreements require updating, the agreements shall be updated prior to any permit issuance.	X	
18.	Revise the Exhibit of Garage Parking Space Designation to specify the parking spaces for both nonexclusive city use and exclusive city use in accordance with the Continuing Parking Lease Agreements (Resolution No. 23-023) or based upon agreement with the City.	X	
CITY COMMISSION CONDITIONS			
Comments: To be determined.			



DEVELOPMENT TEAM

APPLICANT/ DEVELOPER:	TIME EQUITIES, INC 55 5th AVENUE, 15th FLOOR SUITE 105 NEW YORK, NY 10003	SURVEYOR:	CAULFIELD & WHEELER, INC. 7900 GLADES RD., STE. 100 BOCA RATON, FL 33434 (561) 392-1991
PLANNER:	URBAN DESIGN STUDIO 610 CLEMATIS STREET, STE. CU02 WEST PALM BEACH, FL 33401 (561) 366-1100	TRAFFIC/ CIVIL ENGINEER:	KIMLEY HORN 1920 WEKIVA WAY, Suite 200 WEST PALM BEACH, FL 33433 (561) 845-0665
ARCHITECT:	MSA ARCHITECTS 8950 S.W. 74 COURT I SUITE 1513 MIAMI, FLORIDA 33156 (305) 273-9911	LANDSCAPE ARCHITECT:	ARCHITECTURAL ALLIANCE LANDSCAPE 612 SW 4th AVE FORT LAUDERDALE, FL 33315 (954) 764-8858

MMPM 2024.01.2070
Minor Master Plan Modification
March 29, 2024

LOCATION MAP



urban design studio
Urban Design
Land Planning
Landscape Architecture
610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561 366 1100 FAX: 561 366 1111
www.udsflorida.com
AA.26001279

SITE DATA

PROJECT PHASE	1 - GOVT / CIVIC	2 - SOUTH RESIDENTIAL /COMM.	3 -NORTH RESIDENTIAL /COMM.	4 - CENTRAL HOTEL/COMM.
FUTURE LAND USE	MIXED USE - MEDIUM (MEM)			
ZONING	MIXED USE 1 (MU-3)			
OVERLAYS BY PMA/SC	DTODD, CDO	DTODD, CDO	DTODD, WFHO	DTODD, CDO
RESIDENTIAL DENSITY - ZONING DIST. (w/ DTODD & WFH)	ALLOWED: 30 u/a Zoning / 63 u/a WFH Program PROPOSED: 41.1 units/net project area			
MAX. RESIDENTIAL UNITS (based on Gross Project Area)	963			
MAX. FLOOR AREA RATIO	3.5 FAR			
MAX. BUILDING HT. - ZONING DIST. (w/ DTODD & WFH)	75'	75' (87')	75' (95')	75'

DTODD - Downtown Transit Oriented Development District CDO = Cultural District Overlay WFHO - Boynton Beach Blvd Overlay WFH - Workforce Housing Program

PROJECT SUMMARY

PARCEL NAME	PHASE #	PARCEL AREA (AC)	PARCEL AREA (SF)	PROPOSED	MAX. BUILDING AREA (SF)*	FAR	PROPOSED MIN. COMMERCIAL (SF)
GOVT/CIVIC	1	5.76	251,870		130,903 (EXISTING)**	0.46 (EXISTING)	
SOUTH RES/COM	2	3.80	166,434	465 RES. UNITS	579,019	3.50	6,516
NORTH RES/COM	3	3.70	161,173	433 RES. UNITS	564,105	3.50	16,908
CENTRAL - HOTEL/COM	4	1.21	52,838	144 ROOMS	185,287	3.50	15,000
NET PROJECT AREA		14.49	631,316				38,724
ROW DEDICATIONS		1.733	75,475				
GROSS PROJECT AREA ***		16.22	674,848				
PLATTED PROJECT AREA		16.22	706,691				

* EXCLUDES GARAGE, TERRACES AND BALCONIES PER THE DEFINITION OF GROSS FLOOR AREA OF CITY'S LDR'S
** INCLUDES CITY HALL, LIBRARY, CHILDREN'S MUSEUM, CULTURAL CENTER
*** USED FOR DENSITY CALCULATIONS.

USEABLE OPEN SPACE CALCULATION

GROSS SITE AREA	14.49 AC	
x REQUIRED PERCENTAGE	0.50% OF TOTAL NET AREA, PURSUANT TO TABLE 3-4, CHAP. 3, ART. II, SEC.C, BUILDING AND SITE REGULATIONS	
REQUIRED ACREAGE	0.07 AC	3,196 SF
PROVIDED ACREAGE (IN PH. I)	1.52 AC	66,000 SF

NOTES

1) THE MASTER PLAN PROPERTY BOUNDARIES, TOTAL LOT AND PARCEL AREAS ARE BASED ON THE RECORDED PLAT (PB 127 PAGES 1-5, EXCLUDING PARCEL 8 (FIRE STATION #1) AND ROAD RIGHT OF WAY TRACTS.

2) THE NUMBER OF PROPOSED UNITS AND BUILDING HEIGHT ARE BASED ON PARTICIPATION IN WORKFORCE HOUSING PROGRAM (WFH). FINAL BUILDING HEIGHTS SHALL BE COMPLIANT WITH WFH PROGRAM.

3) BUILDING OUTLINES IN PHASES 2 & 3 ARE APPROXIMATE AND SUBJECT TO SITE PLAN APPROVAL AND PERMITTING.

4) GARAGE PARKING - PARKING RATES BASED ON PART III, CHAPTER 4 , ARTICLE V, SECTION 3.G. PARKING REDUCTIONS FOR SUSTAINABILITY. APPROVAL OF THE PROPOSED PARKING RATE REDUCTION THROUGH PARTICIPATION IN SUSTAINABILITY IS CONDITIONED ON THE SITE PLAN APPROVAL(S).

5) GARAGE PARKING - GOVT/CIVIC PROVIDED IN PHASES 2 & 3 SUPPORT USES IN PHASE 1.

6) PARKING REQUIRED FOR PHASE 4 USE(S) TO BE PROVIDED ON PHASE 4 SITE.

7) GARAGE ENTRANCE LOCATIONS ARE APPROXIMATE AND SUBJECT TO SITE PLAN APPROVALS AND PERMITTING.

8) PHASE 4 USES ARE ESTIMATED FOR THE MASTER PLAN AND SUBJECT TO CHANGE AT THE DISCRETION BY THE CITY. PHASE 4 USES SHALL BE COMPARABLE TO THE CURRENT PROPOSAL OR BE UP TO EQUIVALENT INTENSITY.

9) LOCATION OF PUBLIC RESTROOMS ARE SUBJECT TO CHANGE AT TIME OF SITE PLAN APPLICATION BUT SHALL BE LOCATED IN PHASE 1 SITE AS PER DEVELOPMENT AGREEMENT.

10) ON STREET PARKING WILL BE PROVIDED WHERE POSSIBLE ON ALL ABUTTING STREETS AT TIME OF SITE PLAN APPLICATION.

11) ALL UTILITY LINES WILL BE RELOCATED UNDERGROUND SUBJECT TO FPL APPROVAL.

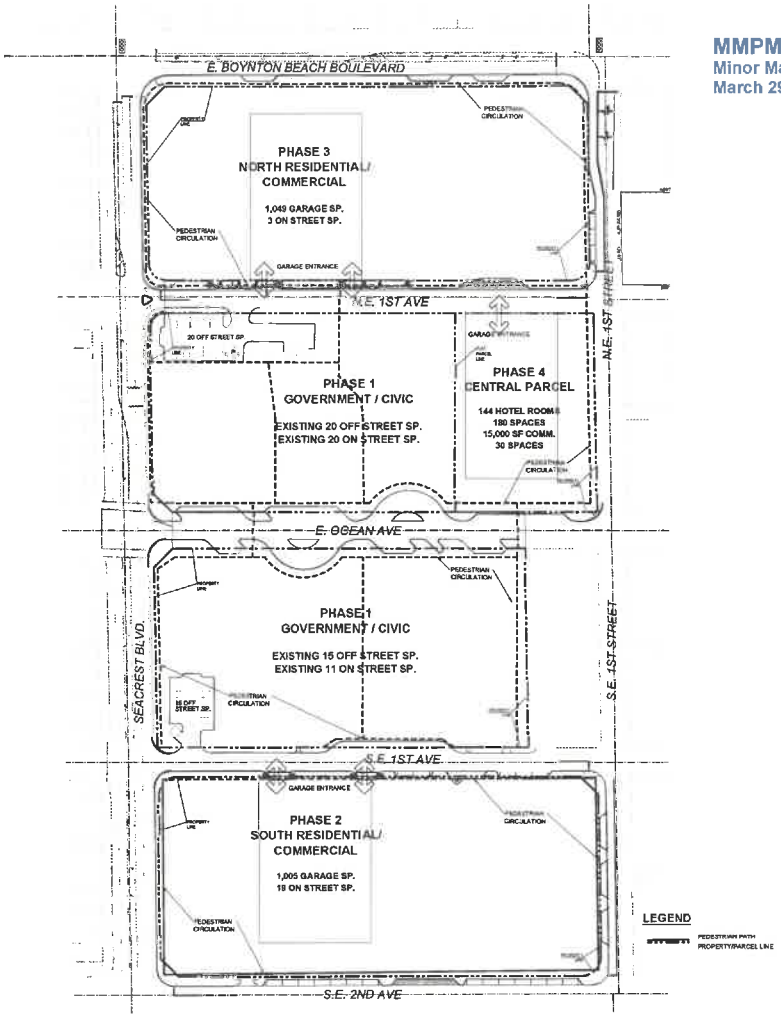
TOWN SQUARE
Boynton Beach, FL
Master Plan

NORTH
0 30 60 120
Scale: 1" = 60'-0"

Date: 4/2024
Project No.: 95-212.001
Designed By: OTHERS
Drawn By: BDM
Checked By: BDM/JV

Revision Dates:
1/18/2024 City Submittal
3/13/2024 Revisions per City
3/29/2024 Revisions per City

MSP-1
of 2



MMPM 2024.01.2070

Minor Master Plan Modification

March 29, 2024

PARKING SPACES REQUIRED				
Land Use	Proposed Intensity		Rate By Use	Spaces
Phase 1 – Government/ Civil Parcel				
City Hall/ Library/ Children's Museum	114,373	SF	Per City	321
Cultural Center	250	Seats	1/4	63
Recreation Areas/ Amphitheater/ Chilled Water	Per City			45
				4
City Spaces	Including 11 for Fire Station and 32 for Magnuson House			100
Phase 1 Parking Spaces - Required				533
Phase 2 – South Parcel*				
Studio/ 1BR Units	230	Units	1.33	306
2+ BR Units	235	Units	1.66	390
Residential Guest	465	Units	0.15	70
Commercial	6,818	SF	1/200	34
Phase 2 Parking Spaces - Required				800
Phase 3 – North Parcel*				
Studio/ 1BR Units	199	Units	1.33	265
2+ BR Units	234	Units	1.66	388
Residential Guest	433	Units	0.15	65
Commercial	16,908	SF	1/200	85
Phase 3 Parking Spaces - Required				803
Phase 4 – Central Parcel				
Hotel Rooms	144	Rooms	1.25	180
Commercial within Hotel	15,000	SF	50% of 1/200	38
Phase 4 Parking Spaces - Required				218
TOTAL SPACES REQUIRED				2,354
PARKING SPACES PROVIDED				Spaces
Phase 1 – Government/ Civic				
Garage Spaces -Total				0
On Street Spaces				31
Off Street Spaces				35
Phase 1 Parking Spaces - Provided				66
Phase 2 – South Residential*				
Garage Spaces -Total				1,005
Residential & Guest				786
Commercial/Public				13
City Leased Spaces				224
On Street Spaces				19
Off Street Spaces				0
Phase 2 Parking Spaces Provided				1,024
Phase 3 – North Residential*				
Garage Spaces -Total				1,049
Residential & Guest				715
Commercial/Public				82
City Leased Spaces				249
On Street Spaces				3
Off Street Spaces				0
Phase 3 Parking Spaces Provided				1,052
Phase 4 – Central Parcel**				
Garage Spaces – Total				218
Hotel & Commercial				218
Phase 4 Parking Spaces Provided				218
TOTAL SPACES PROVIDED				2,360

* Residential parking rates based on Part II, Chapter 4., Article V, Section. 3 G. Parking Reductions for Sustainability. Approval of the proposed parking rate reduction through participation in sustainability is conditioned on the Site Plan approval(s).

** Phase 4 uses are estimated for the Master Plan and subject to change at the discretion by the City. All required parking for Phase 4 uses shall be provided on the Phase 4 parcel. Phase 4 uses shall be comparable to the current proposal or be up to equivalent intensity.

urban design studio
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Land Planning
Landscape Architecture
610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX 561.366.1111
www.udsflorida.com
EB.AA0003709

TOWN SQUARE

Boynton Beach, FL

Master Plan - Parking/Pedestrian Pathways

NORTH

0 30' 60' 120'

Scale: 1" = 60'-0"

Project No.: 20-212.00
Designed By: OTHERS
Drawn By: BCM
Checked By: BCM/AV

Revision Dates:

MSP-2
of 2

EXHIBIT "C-1"

PARKING ALLOCATION

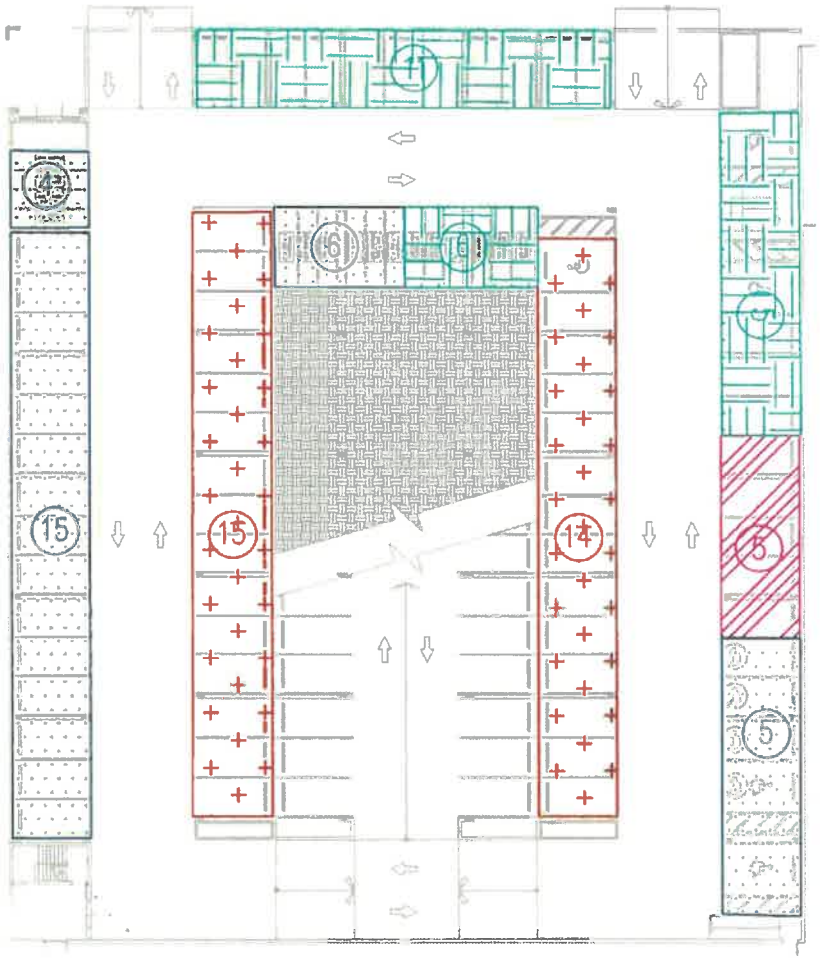
Boynton Town Square Apartments
Updated Parking Garage Reconcillation
May 17, 2024 - APPROVED SITE PLANS

South Building											
		Parking									
Floor	DUs	Vehicle Spaces	Motorcycle	Total Spaces	City Total	City - Non Excl.	City Excl	Comm.	Guest	Res.	Res + City Non Excl.
1	19	70	16	86	29	0	29	22	5	30	30
1.5	0	107	14	121	93	0	93	12	16	0	0
2	62	110	0	110	45	14	31	0	0	65	79
3	64	114	0	114	41	23	18	0	0	73	96
4	64	114	0	114	16	16	0	0	6	92	108
5	64	114	0	114	0	0	0	0	6	108	108
6	64	114	0	114	0	0	0	0	6	108	108
7	64	114	0	114	0	0	0	0	6	108	108
8	64	118	0	118	0	0	0	0	6	112	112
Total	465			1005	224	53	171	34	51	696	749
Grand Total	898	1019	30	2054	473	110	363	119	113	1349	1459

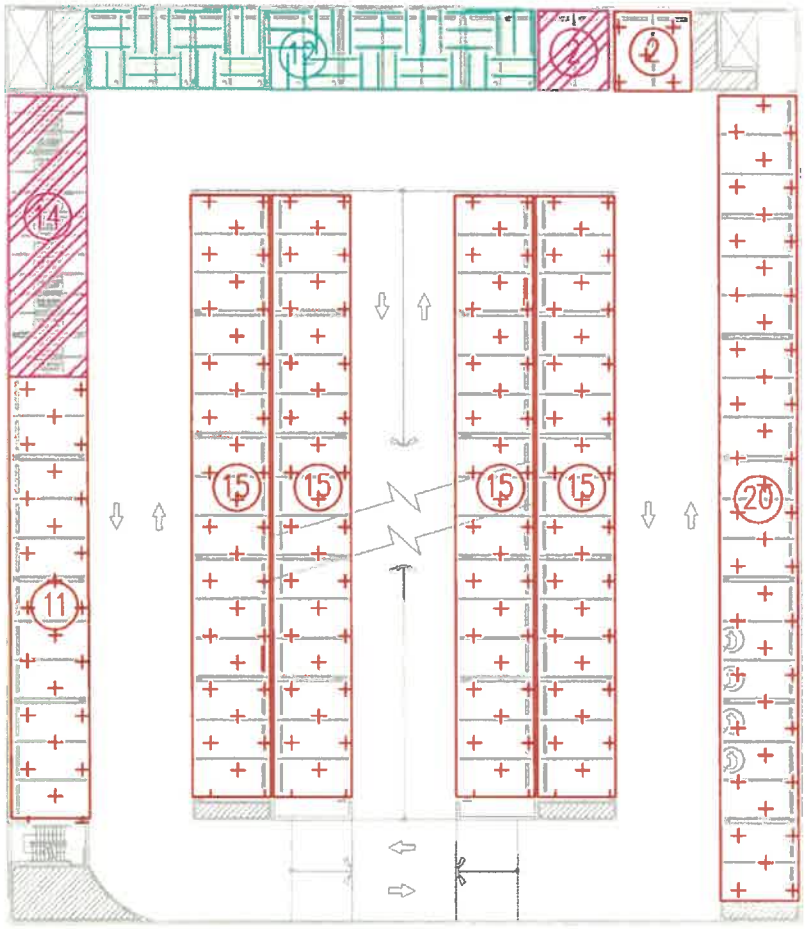
EXHIBIT "D-1"

DEPICTION OF PARKING SPACES

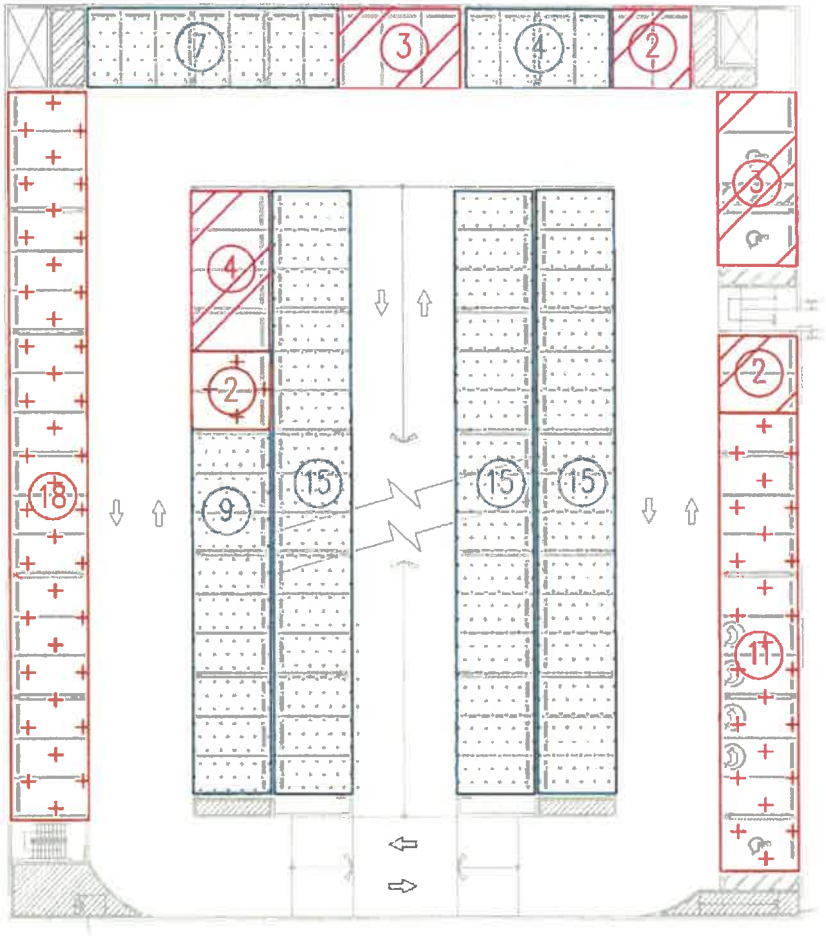
SOUTH GARAGE FLOOR 1	
RESIDENTIAL SPACES: 30	
GUEST: 5	
COMMERCIAL SPACES: 22	
CITY NON-EXCLUSIVE SPACES: 0	
CITY EXCLUSIVE SPACES: 29	



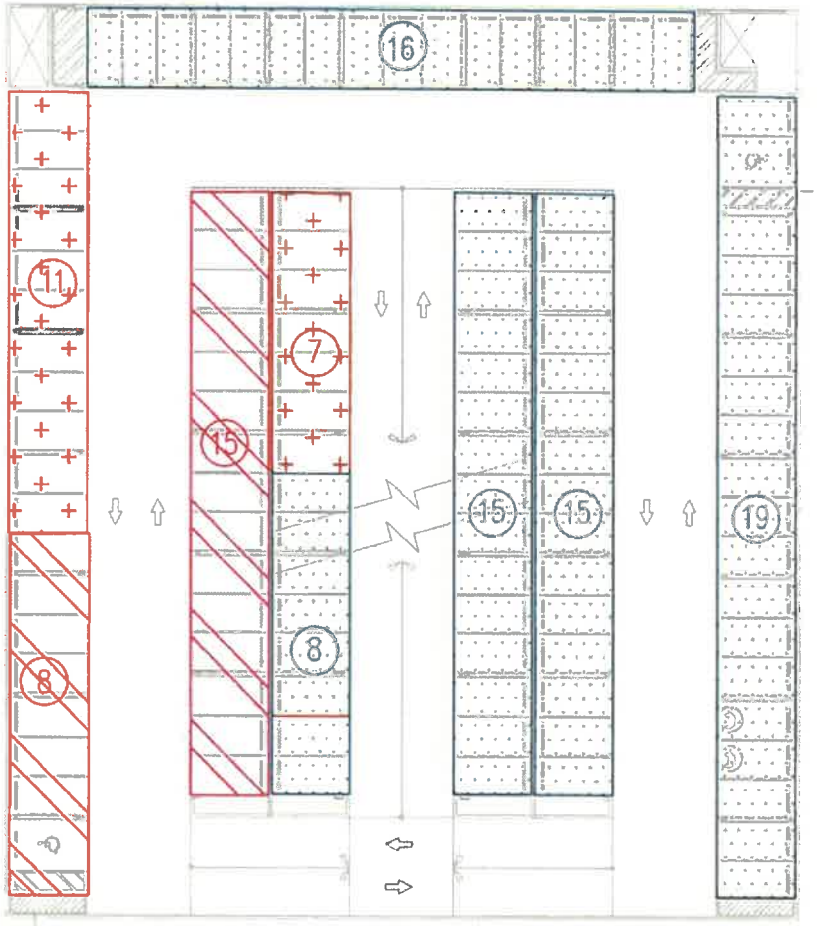
SOUTH GARAGE FLOOR 1.5	
RESIDENTIAL SPACES: 0	
GUEST: 16	
COMMERCIAL SPACES: 12	
CITY NON-EXCLUSIVE SPACES: 0	
CITY EXCLUSIVE SPACES: 93	



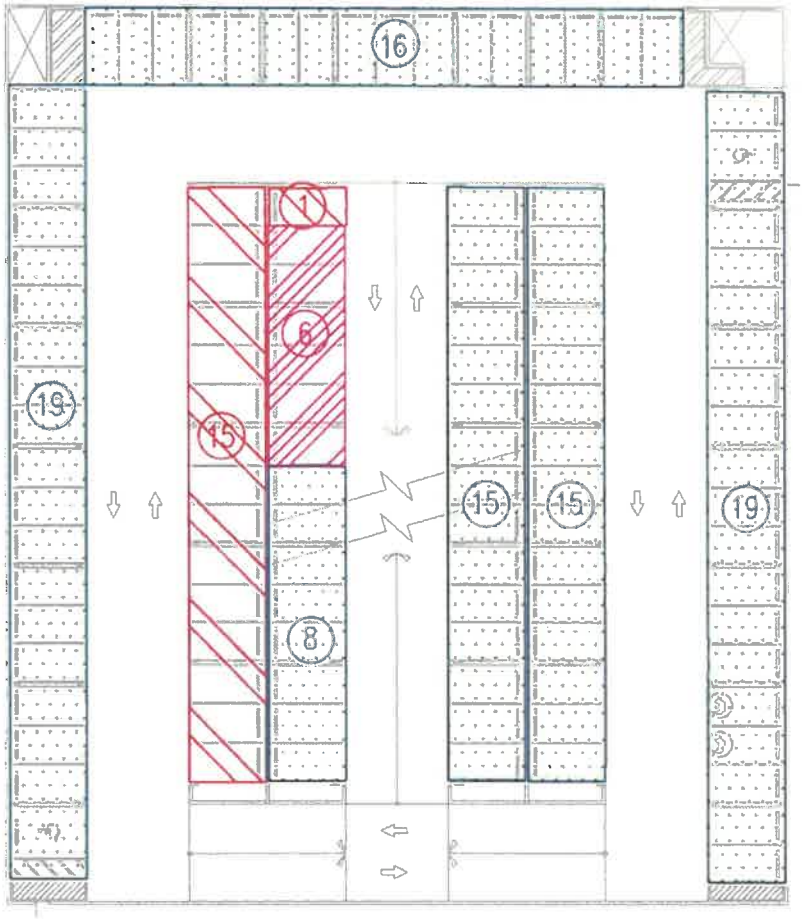
SOUTH GARAGE FLOOR 2	
RESIDENTIAL SPACES: 65	
GUEST: 0	
COMMERCIAL SPACES: 0	
CITY NON-EXCLUSIVE SPACES: 14	
CITY EXCLUSIVE SPACES: 31	



SOUTH GARAGE FLOOR 3	
RESIDENTIAL SPACES: 73	
GUEST: 0	
COMMERCIAL SPACES: 0	
CITY NON-EXCLUSIVE SPACES: 23	
CITY EXCLUSIVE SPACES: 18	

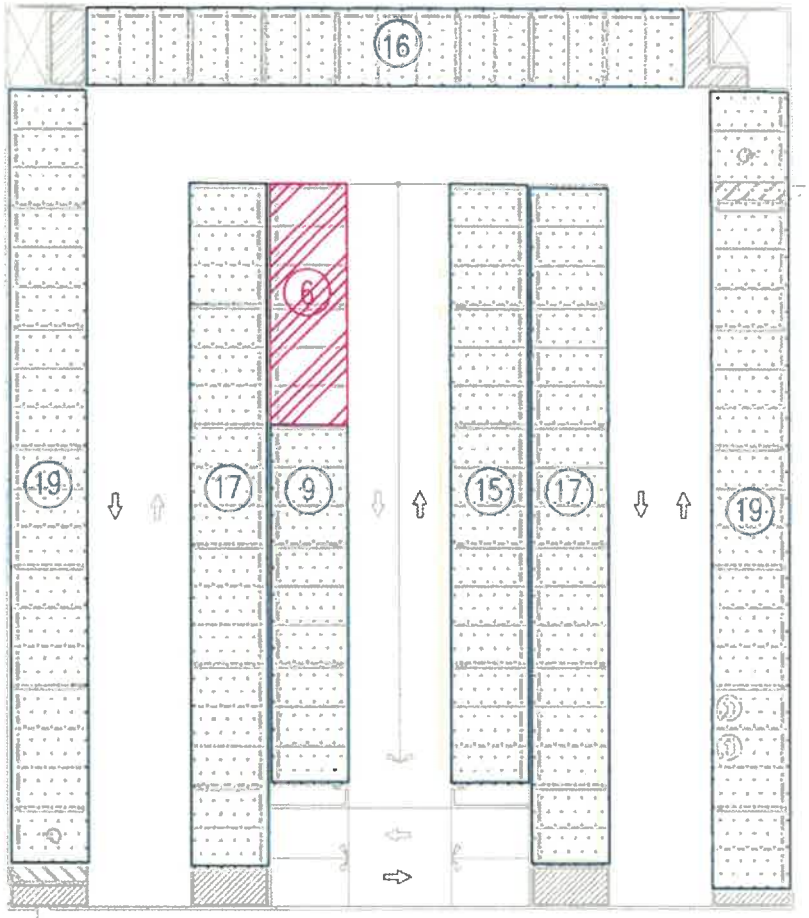


SOUTH GARAGE FLOOR 4	
RESIDENTIAL SPACES: 92	
GUEST: 6	
COMMERCIAL SPACES: 0	
CITY NON-EXCLUSIVE SPACES: 16	
CITY EXCLUSIVE SPACES: 0	



SOUTH GARAGE FLOOR 5–8 TYP	
RESIDENTIAL SPACES: 108–112	
GUEST: 6	
COMMERCIAL SPACES: 0	
CITY NON–EXCLUSIVE SPACES: 0	
CITY EXCLUSIVE SPACES: 0	

* 108 SPACES ON FLOORS 5–7
AND 112 SPACES ON FLOOR 8



RESOLUTION R23-023

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE CONTINUING PARKING LEASE AGREEMENTS (NORTH AND SOUTH) AND ANY AND ALL DOCUMENTS ASSOCIATED THEREWITH BETWEEN THE CITY OF BOYNTON BEACH AND BOYNTON BEACH TOWN CENTER APARTMENTS, LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Continuing Parking Lease Agreements will provide permanent parking for City employees and the public for the duration of the Agreements, which is 100 years and will take effect once the permanent parking facilities are completed; and

WHEREAS, The Continuing Parking Lease Agreements will permit the City and general public to use the parking facilities once they are completed, for City employees and the public using City Hall and Town Square facilities; and

WHEREAS, the City Commission has determined that it is in the best interests of the residents of the City to approve and authorize the Mayor to sign the Continuing Parking Lease Agreements and any and all documents associated therewith between the City of Boynton Beach and Boynton Beach Town Center Apartments, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission hereby approves and authorizes the Mayor to sign the Continuing Parking Lease Agreements and any and all documents associated therewith between the City of Boynton Beach and Boynton Beach Town Center Apartments, LLC. Copies of the Continuing Parking Lease Agreements are attached hereto and incorporated herein by reference as Exhibit "A" (North) and Exhibit "B" (South).

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 21st day of February, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	No response (virtual)	
Commissioner – Aimee Kelley	✓	
VOTE	4-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

CFN 20230163893
OR BK 34305 PG 960
RECORDED 5/16/2023 1:44 PM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 960 - 1005; (46pgs)

PARKING LEASE AGREEMENT
North Garage

THIS PARKING LEASE AGREEMENT (the "**Agreement**") is entered into this day of March 8, 2023, by and between BOYNTON BEACH TOWN CENTER APARTMENTS, LLC, a Florida limited liability company ("**Owner**"), and CITY OF BOYNTON BEACH ("**City**").

WITNESSETH:

WHEREAS, Owner owns certain real property in Boynton Beach, Florida, as more particularly depicted on the attached **Exhibit "A",** together with all rights, easements and appurtenances belonging or in any way pertaining thereto, and all improvements to be constructed thereon, including without limitation certain buildings, and a parking garage commonly known Garage North (the **"Garage")** (collectively, the **"Property"**); and

WHEREAS, Owner, itself or through an affiliate thereof, and City have entered into a Development Agreement of even date herewith (the "**Development Agreement**") governing, among other things, development of the Garage, and Owner's obligations to commence construction thereunder; and

WHEREAS**,** pursuant to the Development Agreement and that certain City-approved master plan attached hereto as **Exhibit "B"** (the "**Master Plan**"), the Garage contemplated for construction on the Property is anticipated to contain a total of approximately 1026 parking spaces; and

WHEREAS, pursuant to that certain Parking Allocation attached hereto as **Exhibit "C"** ("**Parking Allocation**"), the approximately 1026 parking spaces in the Garage shall be allocated as follows:

a. 237 parking spaces which are being leased by Owner to City pursuant and subject to the terms and conditions in this Agreement (the "**City Spaces**").

b. 789 parking spaces which are not being leased to City and are reserved by Owner for the exclusive use of its residential and commercial tenants, as depicted in the Parking Allocation as "Residential and Guest" and "Commercial" (together the "**Owner Controlled Spaces**"; the City Spaces and the Owner Controlled Spaces are referred to hereinafter together as "**All Spaces**"); and

WHEREAS, Owner desires to lease the City Spaces to City, upon the terms and conditions set forth herein; and

WHEREAS, once constructed, the Garage will provide required parking for certain City buildings and facilities;

WHEREAS, pursuant to the Master Plan, Owner plans to construct a second parking garage ("South Garage"); and

WHEREAS, simultaneous with the execution of this Agreement the parties intend to execute a substantially similar parking lease agreement for parking spaces in the South Garage;

NOW, THEREFORE, in consideration of their mutual promises, covenants and intending to be legally bound, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Construction of Garage**. The Garage will be constructed pursuant to the terms and conditions of the Master Plan and the Development Agreement and any development orders issued for the Garage.

3. **Lease of City Spaces.** Owner hereby leases to City and City hereby leases from Owner, pursuant and subject to the terms and conditions of this Agreement, the City Spaces, together with the nonexclusive use, in common with others entitled thereto, of the Common Areas, for the purpose of accessing and using the City Spaces. As constructed and installed, the City Spaces shall be located within the areas designated as the City Spaces in the site plan to be submitted to City for its approval, provided that such spaces shall be on the same levels of the Garage as depicted on the drawing attached hereto as Exhibit "D" (the remaining levels of the Garage being reserved for the Owner Controlled Spaces). The parties understand that the attached Exhibit "D" is for illustrative purposes only, remains subject to site plan review, and nothing in this Agreement shall be deemed a site plan approval or relieve Owner of its obligations to obtain the same. Notwithstanding illustrative nature of Exhibit "D," the 237 City Spaces shall be as follows, subject to the terms herein:

a. 192 parking spaces shall be designated "**Exclusive City Spaces**," which shall be for the exclusive use of the City 24 hours a day, 7 days a week. The Exclusive City Spaces shall be located no higher in the Garage than the ramp located between the mezzanine and second level of the Garage. No more than 10% of the Exclusive Parking Spaces may be compact spaces and no more than 1% of the Exclusive Parking Spaces may be motorcycle spaces.

b. 45 City Spaces shall be designated "**Nonexclusive City Spaces**," which shall be for the exclusive use of the City between the hours of 7:30 am to 6:30 pm, Monday through Friday (the "**City Control Hours**"). Except during the City Control Hours, the Nonexclusive City Spaces shall be used on a first-come, first-served basis and Owner may utilize the Nonexclusive City Spaces for other parking purposes, including commercial parking and residential parking; provided however, that Owner's use of the Nonexclusive Parking Spaces shall not be counted towards required parking for Owner's residential and commercial tenants for site planning purposes. Owner may not tow or boot vehicles from the Nonexclusive City Spaces solely because the City Control Hours have expired. No more than 10% of the Nonexclusive Parking Spaces may be compact

spaces and no more than 1% of the Nonexclusive Parking Spaces may be motorcycle spaces.

c. During the site planning process, the parties may agree to swap the location of a portion of the City Spaces with certain of those spaces depicted as "commercial spaces" on Exhibit "D."

4. **Owner Controlled Spaces.** Owner shall have the absolute right to use and control the Owner Controlled Spaces for the purpose of providing parking for its residential and commercial tenants on an exclusive basis, pursuant to rules and regulations binding such tenants as determined by Owner from time to time in its sole discretion, notwithstanding anything in this Agreement to the contrary (provided such rules and regulations shall not materially affect the use of or access to the City Spaces and are in compliance with all applicable city, state, and federal ordinances, laws, rules, and regulations). Further, Owner shall have the right to install a gate or other mechanism within the Garage, to be installed, modified, replaced, repaired and maintained at Owner's sole cost, which shall restrict access to the Owner Controlled Spaces as deemed appropriate by Owner in its sole and absolute discretion (the "**Gate**"); it being understood and agreed that the Owner Controlled Spaces are intended and reserved exclusively for the use and enjoyment of Owner's tenants, are not being leased to City, and City shall have no rights (possessory or otherwise) with respect thereto (except to enforce Owner's express obligations hereunder if necessary). Notwithstanding the foregoing, Owner's installation, maintenance, modification, replacement and repair of the Gate shall not materially interfere with City's and the public's use of the City Spaces, and all such work shall be performed in accordance with all Legal Requirements. In the event that City and Owner later agree that certain City Spaces may be located behind a Gate, such agreement shall be expressly conditioned on the understanding that the Owner may not deny the City (or City's designee, if any) access to the City Spaces behind the Gate for any reason whatsoever (it being understood that such City Spaces may be located behind the Gate, but the City (or its designee) shall at all times have continuous and uninterrupted access (via a gate fob, "clicker" or otherwise) through the Gate to and from such City Spaces). Additionally, Owner shall have the right, from time to time, alter or modify the use, design or structure (or any combination thereof) of that portion of the Garage comprising the Owner Controlled Spaces and the Common Area appurtenant thereto (the "Owner Alteration"), provided (i) Owner obtains all necessary permits and approvals for the applicable governmental authorities, (ii) the Owner Alteration, including alteration of the Common Areas appurtenant to such Owner Controlled Spaces, shall not disturb the City Spaces or the use thereof (as permitted in this Agreement).

5. **Management of Garage**. Owner, itself or through an affiliate or management company designated by Owner in its sole discretion, shall operate and maintain the Garage as a first-class facility and shall, in such capacity, among other things, assess City its Proportionate Share of Operating Expenses pursuant to Section 9 below. Notwithstanding the foregoing, however, if any portion of the City Spaces (or the Common Areas appurtenant thereto) are subject to any interference, action, condition, material waste or damage not caused solely by Owner, its agents, contractors, tenants or designees and which, in Owner's reasonable discretion, (i) impedes or restricts access to the Common Areas and/or Owner Controlled Spaces (ii) creates a visual, audial or other nuisance, (iii) violates any applicable laws or codes which violations can be lawfully

remediated by Owner, (iv) violates the any of the Rules and Regulations (defined below) or (v) otherwise causes the Garage to be less than a "first-class" facility (any of the foregoing, a "**Violation**"), then Owner shall have the right to tow or boot vehicles, perform extra cleaning or maintenance, contact the appropriate authorities, replace or repair damage or take such other action as Owner reasonably believes is necessary to remedy such violation and City shall reimburse Owner's actual charges therefor within forty-five (45) days of delivery of an invoice with reasonable detail. Reimbursement for any such Violation shall be in addition to any Operating Expenses for which City is otherwise responsible. Owner shall have the right, but not the obligation, to create reasonable rules and regulations for use of the Garage ("**Rules and Regulations**") which shall be uniformly applied in a non-discriminatory manner and shall be effective upon delivery of a copy thereof to City; provided however, that any such Rules and Regulations shall not impede or disrupt the City's rights under this Agreement (including the City's rights to use and access the City Spaces), and including the right to park vehicles in the Exclusive City Spaces during hurricanes or other natural disasters. The Owner shall operate the Garage in compliance with all applicable laws, ordinances, regulations, codes or orders of the United States, the State of Florida, county, and/or city or other applicable governmental subdivisions where the Garage is located. Owner shall comply with all such laws, ordinances, regulations, codes and orders now in effect or hereafter enacted or passed during the Term.

6. **Term and Commencement of Term.** This Agreement shall be in full force and effect from the date of the issuance of the final Certificate of Occupancy (or equivalent certification) for the Garage ("Effective Date"). The term of the Agreement **("Term")** shall commence on the date first written above. Unless sooner terminated pursuant to the terms of this Agreement, the Term shall continue from the Commencement Date for a period of one hundred (100) years and shall terminate at midnight on the last day of the one hundredth (100th) Lease Year (as hereinafter defined) **("Expiration Date").**

7. **Rent and Expenses.**

(a) Pursuant to the Development Agreement, City has provided consideration to Owner for the use of the City Spaces for the Term set forth herein, the sufficiency of which Owner hereby acknowledges.

(b) The City shall pay its Proportionate Share of the Operating Expenses (as defined in Section 9) related to the maintenance and operation of the Garage.

8. **Sales Tax Exemption**. Notwithstanding anything to the contrary set forth in this Agreement, so long as City obtains and provides a true, correct, and complete copy of a sales tax exemption certificate, issued by the Florida Department of Revenue to Owner contemporaneously with City's execution and delivery of this Agreement, City shall be exempted from paying sales tax (from which it is so exempt) under this Agreement. City shall, not later than thirty (30) days before the end of each calendar year throughout the Term provide to Owner an updated sales tax exemption certificate from the Florida Department of Revenue to establish City's exemption from sales tax for the upcoming year. In the event that, at any time during the Term, City no longer holds a valid sales tax exemption certificate from the Florida Department of Revenue or it is determined by the Florida Department of Revenue that sales tax is otherwise due on the amounts payable by City under this Agreement for any reason whatsoever, then City shall be liable for all sales taxes due under this

Agreement and shall promptly remit same to Owner. City may, upon written notice to Owner, request that Owner contest any such taxes, assessments and other charges that City reasonably determines, in its good faith judgment, are not appropriate or applicable. Owner may elect, but shall not be obligated, to accept any request by City to contest such taxes, assessments and/or other charges. In the event Owner elects to accept City's request, City shall reimburse Owner for all actual costs and expenses incurred by Owner in connection with contesting such taxes, assessments and/or other charges on City's behalf (including, without limitation, reasonable attorneys' fees) within thirty (30) days of Owner's written demand therefor. Notwithstanding any pending tax or assessment contest, City shall be obligated to pay, when and as due under this Agreement, all taxes, assessments or other charges so contested. City's obligation to pay any taxes, assessments and/or other charges under this Agreement shall not be contingent upon the resolution of any such tax contest. Owner shall provide the City with a credit for all taxes, assessments and other charges which are awarded to Owner in such tax contest to the extent applicable to City's Proportionate Share.

9. **Expenses.**

(a) Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(i) "City's Proportionate Share of Operating Expenses" shall be calculated as follows: the City shall be charged 100% of the Operating Expenses associated with the Exclusive City Spaces, which shall be calculated by dividing the number of Exclusive City Spaces by the number of total Garage spaces, then multiplying the resulting number by the total Operating Expenses of the Garage. The City shall also be charged 33% of the Operating Expenses associated with the Nonexclusive City Spaces, which shall be calculated by dividing the number of Nonexclusive City Spaces by the number of total Garage spaces, which resulting amount shall be multiplied by .33, which shall then be multiplied by the Operating Expenses of the Garage. The multiplier .33 is determined by dividing the number of hours the City will control the Nonexclusive City Spaces during one week by 168 and rounding to the nearest two decimal places. The Operating Expenses of the Exclusive City Spaces shall be added to the Operating Expenses of the Nonexclusive Spaces to determine the City's Proportionate Share of Operating Expenses. Figure 1, below, contains a mathematical illustration of the calculation described in this Section 9(a)(i).

Figure 1: City's Proportionate Share of Operating Expenses Calculation

$$\frac{\text{Number of Exclusive City Spaces}}{\text{Number of Total Garage Spaces}} \times \text{Operating Expenses} = \text{Operating Expenses for Exclusive City Spaces}$$

$$\frac{\text{Number of Nonexclusive City Spaces}}{\text{Number of Total Garage Spaces}} \times .33 \times \text{Operating Expenses} = \text{Operating Expenses for Nonexclusive City Spaces}$$

$$\text{Operating Expenses for Exclusive City Spaces} + \text{Operating Expenses for Nonexclusive City Spaces} = \text{City's Proportionate Share of Operating Expenses}$$

At present, the parties anticipate that the City's Proportionate Share of Operating Expenses shall be 20.10% of the total Operating Expenses of the Garage.

(ii) "Commencement Date" shall mean that "Commencement Date" as set forth in that certain Confirmation of Commencement Date completed and executed by City and Owner on the form attached as **Exhibit "E"** hereto. Upon the issuance of a final certificate of occupancy for the Garage (or upon another milestone agreed in writing by Owner and City), then Owner and City shall promptly execute the Confirmation of Commencement Date with the applicable date of issuance of such certificate of occupancy (or other agreed date) inserted as the Commencement Date.

(iii) "Common Areas" shall mean all areas located within the Garage excluding the actual parking spaces comprising All Spaces. To avoid confusion, Common Areas shall include all utilities, drainage, driveways, structures, elevators, ductwork, risers, decoration (including, without limitation, artwork), landscaping, ramps and all other portions of the Garage, including, without limitation, those Common Areas which serve the Garage and/or All Spaces.

(iv) "Lease Year" shall mean the following time periods: the first Lease Year shall commence upon the Commencement Date and end on December 31; and each Lease Year thereafter shall commence upon January 1 after the end of the prior Lease Year, and shall end on

December 31 of that year. Any calculations based on the first Lease Year and last Lease Year shall be prorated accordingly.

(v) "Operating Expenses" shall mean all costs and expenses which Owner actually incurs for operating, maintaining and repairing the Garage, the parking areas (including, without limitation, All Spaces), and the Common Areas. Operating Expenses shall include the following with respect to the Garage and Owner and any manager or operator engaged to manage the Garage and others engaged in the operation, maintenance and repair thereof: (a) market rate management fees, including, to the extent permitted under the applicable management contract, employee compensation, benefits and taxes; (b) all charges for water, sewer, electricity and other utilities and services which are not separately metered, pest control, and rubbish removal, and taxes thereon; (c) the cost of all supplies, tools, materials and equipment; (d) the cost of repairs, maintenance, alterations, replacements and painting; the cost of cleaning, maintenance and landscaping of Common Areas and window cleaning; (e) the cost of capital improvements to any portion of the Garage; (f) all taxes and assessments (including, without limitation, real estate taxes); (g) insurance costs; and (h) all other costs customarily treated as operating expenses or taxes in buildings of this nature. Operating Expenses do not include salary, benefits, or bonuses of Owner's employees or officers employed by Owner or any subsidiary of Owner or entity related to Owner; or other expenses not directly related to the operation of the Garage. Notwithstanding the foregoing, the City shall not be required to pay taxes and assessments from which it is lawfully exempt, and in the event Owner receives any reduction in taxes or assessments owed or paid, which reduction can be verified as resulting directly from the City's status as a governmental entity, such savings shall be passed directly on to the City. Any Operating Expenses associated solely with the Owner Controlled Spaces shall not be included in the calculation of City's Proportionate Share of Operating Expenses.

(vi) Rights. City acknowledges that Owner shall have the right to install facilities within the Common Areas for the benefit of the Garage and to perform services for the benefit of the Garage, of Owner, of Owner's tenants, and of the licensees, employees, customers, visitors and invitees of the Garage, and to pass through to the City its proportionate share of the costs of operating, maintaining and insuring such facilities and performing such services, which may include, without limitation, additional security, trash compaction and disposal, litter control, and landscape maintenance of the Garage. Owner's costs of operating, maintaining and insuring any such facilities and providing any such services for the benefit of the Garage as a whole, as well as all costs passed through to Owner by the City or incurred directly by Owner for operating, maintaining and insuring the Common Areas, as well as all other costs incurred by Owner in connection with administering, operating, maintaining and insuring the Garage, shall be included, in proportionate share, in Operating Expenses for purposes hereof. Notwithstanding anything to the contrary in this Agreement, to the extent that any material improvements to the Garage contemplated by Owner directly affect the City Spaces or City's right to the use of the City Spaces, Owner shall be required to obtain the prior written consent of City, which consent shall not be unreasonably withheld, delayed or conditioned by City, and City shall be responsible for City's Proportionate Share of Operating Expenses with respect to such improvements. However, to the extent that any improvements to the Garage only:

(A) Affect the City Spaces or City's right to the use of the City Spaces under this Agreement, City shall be solely responsible for all costs of construction, installation, maintenance, repair, and replacement of such improvements; and

(B) Affect the Owner Controlled Spaces or Owner's right to the use of the Owner Controlled Spaces under this Agreement, then Owner shall be solely responsible for all costs of construction, installation, maintenance, repair, and replacement of such improvements.

(b) Payment of City's Proportionate Share. Commencing as of the Effective Date, City agrees to pay to Owner, in accordance with the methodology set forth in Section 9(a)(i), the City's Proportionate Share of Operating Expenses (prorated for any partial Lease Year at the beginning or end of the Term).

(c) Estimate. For each Lease Year during the Term, Owner shall supply City with an estimate of the City's Proportionate Share of Operating Expenses ("Owner's Estimated Expense Computation") for such Lease Year. City shall pay to Owner on the first day of each month during the Lease Year one-twelfth (1/12) of Owner's Estimated Expense Computation. For each Lease Year during the Term, Owner shall notify City of the actual annualized Operating Expenses for the Lease Year just concluded ("Owner's Actual Expense Computation"). Owner's Actual Expense Computation shall be prorated for any fraction of a Lease Year in which the Term begins or ends. If the Owner's Estimated Expense Computation paid by City to Owner with regard to any Lease Year is less than the Owner's Actual Expense Computation with regard to the same Lease Year, the amount of such shortfall shall be taken into account in calculating the Owner's Estimated Expense Computation for the following Lease Year (and shall thereby increase the following Lease Year's estimated payments by the amount of such shortfall). If the portion of the Owner's Estimated Expense Computation paid by City to Owner with regard to any Lease Year exceeds the Owner's Actual Expense Computation with regard to the same Lease Year, the excess shall be taken into account in calculating the Owner's Estimated Expense Computation for the following Lease Year (and shall thereby decrease the following Lease Year's estimated payments by the amount of such excess).

(d) Right to Audit. City shall have the right, at its sole cost and expense, within sixty (60) days from receipt of Owner's Actual Expense Computation, to audit or have its appointed accountant audit Owner's records related to Owner's Actual Expense Computation, provided any such audit may not occur more frequently than once during each Lease Year occurring during the term of the Agreement. City must raise any objection to any item contained within the Owner's Actual Expense Computation by providing written notice of such objection to Owner within thirty (30) days after its completion of the audit of Owner's records. If City has paid in excess of its Proportionate Share of Operating Expenses, then Owner will immediately adjust the Estimated Expense Computation to take into account the amount of the overpayment.

(e) Changes to Common Areas. City acknowledges that (subject to applicable laws, codes and ordinances) the Owner has the right to: change or modify and add to or subtract from the sizes, locations, shapes and arrangements of parking areas, entrances, exits, parking aisle alignments, lighting, landscaping, and other Common Areas and Common Area improvements and facilities located within the Garage; establish and, from time to time, change the level or grade of parking surfaces and do and perform such other acts in and to Common Areas as Owner, in its sole discretion, deems advisable. Notwithstanding the foregoing, except as required by applicable law, Owner will not modify or rearrange the City Spaces without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned, or delayed. In no case shall the City Spaces

be moved to a higher level than depicted on Exhibit "D" unless expressly consented to by the City in its sole discretion.

(f) Demolition of Garage. After 30 years from the Effective Date, the Owner has the right to demolish the garage and construct new parking garage improvements on the Property; provided however that Owner may exercise such right only if the following conditions are met:

(A) Except in cases where immediate demolition is required to protect public health or provide public safety, Owner shall provide the City at least one year's advance written notice of such demolition;

(B) Owner must obtain, at its sole expense, all necessary approvals and permits;

(C) Owner must, at its sole expense, provide to City parking in a substantially equivalent amount of parking spaces in an alternative location and with the same rights to use, occupy, manage, charge for (meter), and tow temporarily during the demolition and construction of the new parking garage. In the event the temporary parking provided is more than .25 miles from the entrance to City Hall, Owner shall provide, at its sole expense, shuttle service not less than once per hour and for which the average shuttle trip time does not exceed 15 minutes; and

(D) Upon completion of the new parking garage, this Agreement shall remain in full force and effect and Developer and City shall recognize the new parking garage as the Garage.

In the event Developer exercises its right to demolish the Garage, the City may, in its sole discretion, elect (x) to terminate this Agreement instead of accepting alternative parking arrangements, or (y) to allow the Agreement to remain in full force and effect but provide its own alternative parking arrangements, during which City shall not pay any fees or costs of any kind to Owner.

10. **Late Charge and Default Interest.** Any payment owed by City not received within thirty (30) calendar days of the date due shall bear an administrative late charge of Twenty-Five and 00/100 Dollars ($25.00) and shall bear interest at ten (10%) per annum. If any check given to Owner for any payment under this Agreement is dishonored, for any reason whatsoever not attributable to Owner, in addition to all other remedies available to Owner, at Owner's option, all future payments from City shall be made by Cashier's Check drawn on a bank located in the Palm Beach County or by wire transfer to Owner's account.

11. **Payment of Utilities.** Subject to reimbursement by City as part of the Operating Expenses, Owner shall provide and pay for any electrical or other utility services required to operate the City Spaces. Owner makes no warranty or representation as to the quality or capacity of utility service to the City Spaces.

12. **Use of City Spaces.**

(a) City shall use the City Spaces solely for the parking of motor vehicles and for no other purpose. The City may, in its sole discretion, allow the general public to park in all, some, or none of (i) the Exclusive City Spaces at all times and (ii) the Nonexclusive City Spaces only during the City Controlled Hours.

(b) City acknowledges that all parking in the Garage is currently on a self-parking basis. City covenants and agrees that notwithstanding anything in Section 5 above or otherwise in this Agreement to the contrary, Owner shall have no obligation, liability, or responsibility to City should the City Spaces be occupied at any time or times by vehicles not so authorized or directed by Owner.

(c) During the Term of this Agreement, City, at its sole expense, shall have the right to install or otherwise designate (via paint or other approved format) and maintain appropriate signage of the City Spaces, including signage indicating that the Exclusive City Spaces are for the sole use of City, that the Nonexclusive Spaces are for the sole use of the City during the City Control Hours, and that violators will be subject to towing at the violators' expense. Any signage that City intends to be installed shall first be submitted to Owner for its review and approval which shall not be unreasonably withheld, conditioned, or delayed. City, at its sole cost and expense, shall prior to installation of signage, obtain all required governmental, quasi-governmental, and other permits and approvals.

(d) During the Term of this Agreement, City, at its sole expense, shall have the right to install and maintain metered parking equipment and such other equipment and facilities as are necessary in connection with allowing the public use of all or any portion of the City Spaces in the ordinary course, whether with or without charge, on an hourly or daily basis. Any equipment that City intends to be installed shall first be submitted to Owner for its review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed provided that such installation will comply with applicable law and will not materially impact the structural integrity of the Garage, any electrical or other systems in the Garage, or otherwise have any material adverse impact upon the Garage or its use and operation. City, at its sole cost and expense, shall, prior to installation of such equipment, obtain all required governmental, quasi-governmental, and other permits and approvals. City shall be responsible for all costs of installation, maintenance, and repair of such equipment and facilities, and shall coordinate same with Owner and any third-party manager of the Garage at no expense to Owner or such third-party manager; City shall be entitled to all revenue resulting from such use of the City Spaces, and such amounts shall either be collected by or paid to City, or if collected by Owner or any third-party manager, shall be paid to City or, at the option of the City in its sole discretion, applied to reduce City's obligations with respect to City's Proportionate Share of Operating Expenses. If City should elect to have metered parking equipment installed for its facilities during the initial construction or at any time thereafter, City shall pay for and/or reimburse Owner for the total construction cost for the additional metered parking equipment.

(e) City, at its sole expense, may also contract with a duly licensed towing company to service the City Spaces and to enforce the signage described in Section 12(c), above. If City elects to contract with such a towing company, City shall promptly furnish Owner with a copy of its written contract with the towing company, and shall require the towing company to furnish insurance in connection with its services in a form and in amounts reasonably required by the Owner, and such insurance shall name the Owner as an additional insured.

(f) City, at its sole expense, may also contract with a management company to operate the City Spaces or any aspect thereof, including metering, charging, maintenance, signage, and other aspects. Such manager shall reasonably coordinate with Owner and any manager employed by Owner for the operation of the Garage. This Section 12(f) shall not interfere with or

reduce the Owner's rights pursuant to Sections 5 and 9 of this Agreement, including but not limited to the right to pass through to the City its proportionate share of the costs of operating the Garage.

(g) City covenants that, during the Term, no part of the City Spaces shall be used in any manner whatsoever for any purposes other than as set forth in this Section 12 or in violation of the laws, ordinances, regulations, codes or orders of the United States, the State of Florida, county, and/or city or other applicable governmental subdivisions where the City Spaces are located. City shall comply with all such laws, ordinances, regulations, codes and orders now in effect or hereafter enacted or passed during the Term insofar as the City Spaces and any signs of the City are concerned (collectively, **"Legal Requirements").**

(h) The City Control Hours have been determined based on the operating hours of the City's facilities. In the event the such operating hours change, the City may request that Owner agree to modify the City Control Hours accordingly, which agreement shall not be unreasonably withheld, conditioned, or delayed, and in which case the City's Proportionate Share of Operating Expenses shall be adjusted accordingly.

13. **City's Insurance.** City may elect to self-insure against certain risks, including certain risks related to City's rights under this Agreement and to City's occupation or use of the City Spaces. City shall keep Owner reasonably apprised of any material changes to its self-insurance program (e.g., any current action or planned actions to make significant increases or decreases in the reserves for such purpose or to modify the source or method of replenishment of such reserves). Notwithstanding the foregoing, to the extent that City obtains any insurance policy from a private insurer (rather than a governmental insurance pooling arrangement or other self-insurance method), City, at its sole cost, shall maintain such coverages with admitted insurers authorized to do business in the State of Florida and which are rated "A-/VIII" or equivalent in Best's Key Rating Guide, or any successor thereto (or if there is none, a rating organization having a national reputation); City shall provide to Owner a copy of each such policy or a certificate of insurance prior to the Commencement Date (or if City later elects to obtain insurance in lieu of self-insurance, then City shall immediately notify Owner in writing of such election and provide a certificate of insurance which conforms to the requirements of this Section). If permitted by the insurer or the terms of City's insurance pooling arrangement or other self-insurance method, any policy of insurance maintained by City in connection with the Garage shall name Owner as an additional insured, and if required by any mortgagee, shall name such mortgagee as additional insured. Furthermore, any policy of insurance maintained by City in connection with the Garage shall provide that written notice shall be given to all insured parties, additional insured parties, and holders of certificates of insurance at least thirty (30) days prior to suspension, cancellation, termination, modification, non-renewal or lapse or material change of coverage. Subject to applicable law, in no event shall the limits of any insurance policies (or City's election to self-insure as to any risks in connection with the Garage) limit the liability of City under this Agreement.

14. **Waiver of Claims.** Except for claims arising from Owner's intentional or negligent acts that are not covered by City's insurance required by this Agreement, subject to applicable law, City or any party claiming through City (or both) (collectively, **"City Parties")** hereby waives all claims against Owner and Owner's members, and each of their respective members, managers, officers, agents, employees, and independent contractors (collectively, **"Owner Parties")** for injury or death to persons, or damage to property or to any other interest of any of the City Parties, resulting from: (i) any occurrence in or upon the Garage; (ii) wind, rain, hurricane, flooding, fire, explosion, hail, or other

casualty or act of God; and (iii) vandalism, assault, battery, malicious mischief, theft or other acts or omissions of any third parties not caused by Owner's failure to operate the Garage in all material respects as required by this Agreement.

15. **Indemnification by City.** Subject to applicable law, City shall indemnify, defend, and hold harmless Owner and Owner's members, and each of their respective members, managers, employees, independent contractors, attorneys, and agents, and each of their respective heirs, representatives, successors and assigns, from and against any and all claims, expenses, damages and liabilities of every kind and nature whatsoever including, without limitation, reasonable attorneys' fees, court costs, litigation expenses, and penalties, arising out of, caused by, or related to the use of the City Spaces by City and its employees, independent contractors, invitees, or agents, and the conduct and/or actions of any of City's employees, independent contractors, invitees, guests, or agents relating thereto up to the amount specified in Section 768.28, Florida Statutes, whether such claim lie in indemnity, contract, tort, or otherwise. This Section 15 shall survive the termination of the Agreement.

16. **Indemnification by Owner.** Owner (and Owner's heirs, successors, and assigns) shall indemnify, defend, and hold harmless City and City's managers, employees, independent contractors, attorneys, and agents, and each of their respective heirs, representatives, successors and assigns, from and against any and all claims, expenses, damages and liabilities of every kind and nature whatsoever including, without limitation, reasonable attorneys' fees, court costs, litigation expenses, and penalties, arising out of, caused by, or related to any acts of negligence or intentional misconduct by Owner or any of its employees, independent contractors, invitees, guests, or agents. This Section 16 shall survive the termination of the Agreement.

17. **Events of Default by City.** Upon the happening of one or more of the following events **("Event of Default"),** Owner shall have any and all rights and remedies hereinafter set forth:

(a) if City shall fail to pay any sum due from City to Owner within forty-five days (45) calendar days after City receives written notice of the failure to pay after the payment is due;

(b) if City attempts to transfer its rights under this Agreement without Owner's prior written consent including any attempt to assign this Agreement or sublease all or any portion of the City Spaces without Owner's prior written consent;

(c) if City violates any other material term, condition, or covenant in this Agreement which is to be performed by City, and fails to remedy the same within ninety (90) days after written notice of the default is given by Owner to City. Such written notice shall give reasonable detail as to the nature and extent of the default and identify the Agreement provisions containing the obligations. If the default cannot reasonably be cured within ninety (90) days, City shall not be in default of this Agreement if City, during said ninety (90) day period, commences to cure the default and diligently continues in good faith to cure the default until completion.

18. **Remedies of Owner.**

(a) If any monetary Event of Default by City occurs, then, in addition to any other remedies of Owner, Owner shall have Owner shall have the right to bring an action to recover all sums due, which may include an action for revenues generated by the City Spaces (including, if necessary, court selection of a receiver) to be paid to Owner up to the amount owed.

(b) If any Event of Default by City occurs, in addition to or instead of the remedies described in this Agreement, Owner may exercise any right or remedy now or hereafter existing at law or in equity or by statute.

(c) If any Event of Default by City occurs, Owner, in addition to other rights and remedies it may have, shall have the right to remove all personal property, including signage, from the City Spaces and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of City, and Owner shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise, and City hereby waives any and all claims against Owner for loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

Any amounts which may be due Owner shall include any costs, expenses, or any other amounts payable pursuant to this Agreement.

(d) If City fails to maintain any insurance required by law, Owner shall have the right to force-place such insurance with respect to the City's rights under this Agreement or to add City as an additional insured under a policy of Owner's as to City's rights under this Agreement, and Owner shall have the right to charge City for any amounts required to purchase such insurance (or to be reimbursed for such amounts).

(e) Any and all rights, remedies and options given in this Agreement to Owner shall be cumulative and in addition to and without waiver of, or in derogation of, any right or remedy under this Agreement or provided under any law now or hereafter in effect.

(f) No cure periods shall apply to any emergencies or to failure to maintain and furnish insurance.

(g) It is expressly understood that the remedies provided in the Event of Default by the City shall be in the form of damages or equitable relief, which may include, specific performance, and injunctive relief (it being understood monetary damages may not be a sufficient remedy for City's default hereunder), and shall not result in termination of this Agreement.

19. **Event of Default by Owner.** Owner shall be in default of this Agreement ("Owner Event of Default") if it fails to perform any provision of this Agreement that it is obligated to perform, and if the failure to perform is not cured within ninety (90) days of written notice of the default from City to Owner. Such written notice shall give reasonable detail as to the nature and extent of the default and identify the Agreement provisions containing the obligations. If the default cannot reasonably be cured within ninety (90) days, Owner shall not be in default of this Agreement if Owner, during such ninety (90) day period, commences to cure the default and diligently continues in good faith to cure the default until completion.

20. **Remedies of City.** If Owner shall have failed to cure any Owner Event of Default, after applicable written notice and opportunity to cure, City may terminate this Agreement, may seek damages or specific performance, which may include injunctive relief, and may exercise any right or remedy now or hereafter existing at law or in equity or by statute.

21. **Non-Waiver.** Any failure of either party to insist upon strict performance of any part or provision of the Agreement shall not be deemed a waiver, and shall not waive or diminish such party's right thereafter to demand strict compliance therewith or any other provision and shall not prejudice or affect such party's rights in event of a subsequent default. Except as otherwise provided in this Agreement, each party's rights and remedies under this Agreement are cumulative. No delay or failure by either party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

22. **No Assignment or Sublease/Change in Ownership.**

(a) City may not assign this Agreement in whole or in part, nor sublease all or any portion of the City Spaces, without the prior written consent of Owner in each instance, which consent shall be at Owner's sole discretion; provided, however, that the foregoing shall not prohibit the City from allowing public use of all or any portion of the City Spaces in the ordinary course, whether with or without charge, on an hourly or daily basis. The consent by Owner to any assignment or sublease shall not constitute a waiver of the necessity for such consent to any subsequent assignment or sublease. No assignment, sublease, occupancy or collection shall be deemed acceptance of the assignee, sub-lessee, or occupant, or as a release of City from the further performance by City of the covenants on the part of City herein contained. Despite Owner's consent to an assignment or sublease, City shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions hereof or any rent or other sums to be paid hereunder unless otherwise expressly consented to by Owner in its sole discretion. Any attempted assignment or sublease without Owner's prior written consent shall be void and shall constitute an Event of Default.

(b) City acknowledges and agrees that, subject to the terms of this Agreement, any and all right and interest of Owner in and to the City Spaces and the Property, and all right and interest of Owner in this Agreement, may be conveyed or assigned at the sole discretion of Owner at any time provided such conveyance or assignment is of the whole Agreement and the party conveyed or assigned to is recognized as Owner under this Agreement.

(c) If Owner, in its sole and absolute discretion, consents to an assignment or sublease of all or any portion of the City Spaces, the form of such documents shall be as acceptable to Owner in its sole and absolute discretion.

23. **Subordination and Attornment.**

(a) From time to time, Owner may request the City to subordinate its rights hereunder to mortgage or other method of financing or refinancing through a subordination, non-disturbance, and attornment agreement ("SNDA"). Any subordination must be effectuated through an SNDA reasonably acceptable to the City so as to ensure the City's rights under this Agreement are continued without interruption for the Term of this Agreement. So long as the above-described

conditions are met and the City has adequate assurances this Agreement will not be disturbed, the City shall approve of the SNDA. So long as such request is received more than 10 days before a City Commission meeting, the SNDA shall be placed on the next City Commission agenda, and if received less than 10 days before the next City Commission meeting, shall be placed on the agenda of the next available regularly scheduled meeting. Further, the City and Owner agree to work together with reasonable diligence and in good faith to create a standard form of SNDA to expedite such requests.

(b) If any proceedings are brought for the foreclosure of, or if exercise of the power of sale occurs under, any mortgage covering the City Spaces and/or the Property; or if a deed is given in lieu of foreclosure of any such mortgage, City shall attorn to the purchaser, mortgagee, or grantee in lieu of foreclosure, upon any such foreclosure or sale or transfer in lieu of foreclosure, and recognize such purchaser, mortgagee, or grantee in lieu of foreclosure, as Owner under this Agreement.

24. **Estoppel.** Owner and City agree that each will, at any time and from time to time, within thirty (30) days following written notice by the other party hereto specifying that it is given under this Section 24, execute, acknowledge and deliver to the party who gave such notice, or its designate, a statement in writing certifying this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect and stating the modifications), and the date to which any payments due hereunder from City have been paid in advance, if any, and stating whether or not there are defenses or offsets claimed by the maker of the certificate and whether or not to the best of knowledge of the signer of such certificate the other party is in default in performance of any covenant, agreement or condition contained in this Agreement, and if so, specifying each such default of which the maker may have knowledge. The failure of either party to execute, acknowledge and deliver to the other a statement in accordance with the provisions of this Section 24 within such thirty (30) day period shall constitute an acknowledgment, by the party given such notice, which may be relied on by any person holding or proposing to acquire an interest in the Property or any part thereof or the City Spaces or this Agreement from or through the other party, that this Agreement is unmodified and in full force and effect and that such amounts have been duly and fully paid to and including the respective due dates immediately preceding the date of such notice and shall constitute, as to any person entitled as aforesaid to rely upon such statements, waiver of any defaults which may exist prior to the date of such notice; provided, however that nothing contained in the provisions of this Section 24 shall constitute waiver by Owner of any default in payment of any amounts owed as of the date of such notice and, unless expressly consented to in writing by Owner, and City shall still remain liable for the same.

25. **Right of Entry.** Owner and Owner's agents may enter the Garage at all reasonable times to examine the City Spaces (as well as other portions of the Garage), and to show the Garage to prospective purchasers, mortgagees, or other interested parties, and to make such repairs, alterations, improvements or additions as Owner may deem necessary or desirable (including, without limitation, actions taken pursuant to Section 5 or 9 above), and Owner shall be allowed to take all material into and upon the City Spaces that may be required therefor without the same constituting a termination of or infringement upon City's rights in whole or in part, provided however that should such material remain in the City Spaces more than 3 calendar days the amounts payable to Owner shall be abated in proportion to the reasonably determined loss of use and access to the City Spaces while the repairs, alterations, improvements, or additions are being made. If City shall not be present to open and permit

entry into the City Spaces, at any time, when for any reason an entry will be necessary or permissible, Owner or Owner's agents may enter the same without in any manner affecting the obligations and covenants of this Agreement.

26. **Hazardous Materials and Environmental Laws; Indemnity.**

City shall not cause or permit the City Spaces to be used for the generation, handling, storage, transportation, disposal or release of any Hazardous Materials except as specifically exempted or permitted under applicable Environmental Laws, and City shall not cause or permit the City Spaces or any activities conducted thereon to be in violation of any current and/or future applicable Environmental Laws. City agrees to indemnify, defend and hold Owner (and Owner's members, principals, affiliates, directors, officers, employees, mortgagees, ground Owners, heirs, successors and assigns, as applicable) harmless from and against any and all claims, losses, damages (including all foreseeable and unforeseeable consequential and incidental damages), liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and orders, judgments, remedial action, requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, without limitation, attorneys' fees and expenses at both trial and appellate levels), directly or indirectly resulting in whole or in part from the violation of any Environmental Laws applicable to any activity conducted thereon, and from any use, generation, handling, storage, transportation, disposal or release of Hazardous Materials at or in connection with the Garage and City's use thereof, or any contamination, detoxification, closure, cleanup or other remedial measure required under any Environmental Laws. This indemnity shall survive the full payment of charges under this Agreement and the expiration or earlier termination of this Agreement, and shall inure to the benefit of Owner and Owner's heirs, personal representatives, successors and assigns.

As used herein, "Hazardous Materials" means: substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "containments", or other pollution under applicable federal, state, commonwealth, county, municipal, or local laws, ordinances, codes, rules, regulations or orders now or hereafter in effect.

As used herein "Environmental Laws" means: any applicable current federal, commonwealth, state, county, municipal, or local laws, ordinances, rules, codes, regulations, or orders pertaining to Hazardous Materials or industrial hygiene or environmental conditions.

27. **Time of the Essence.** Time is of the essence regarding the performance of every provision of this Agreement.

28. **Limitation of Liability of Owner.** Notwithstanding any provision to the contrary contained in this Agreement, City shall look solely to the estate and property of Owner (which term Owner, for the purposes of this Section 28 only includes any party with a real property interest in any portion the Property including a leasehold interest) in the event of any claim against Owner arising out of or in connection with this Agreement, the relationship of Owner and City, or City's use of the City Spaces, and City agrees that the liability of Owner arising out of or in connection with this Agreement, the relationship of Owner and City, or City's use of the City Spaces, shall be limited to such estate and property of Owner in and to the Property. No properties or assets of Owner other than

the estate and property of Owner in and to the Property, and no property owned by any affiliate of or member of Owner shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of City arising out of or in connection with this Agreement, the relationship of Owner and City or City's use of the City Spaces. In the event of Owner bankruptcy, all City's rights under this Agreement (including the rights of use and access to the City Spaces, and amount and timing of payment) shall be considered appurtenant to the Property for the balance of the Term and shall be considered enforceable rights but may be subject to any limitation or subordination found in any SNDA entered into pursuant to Section 23(a) above.

29. **Waiver of Jury Trial.** OWNER AND CITY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) THIS AGREEMENT, OR (II) CITY'S USE OF CITY SPACES AND THE GARAGE. THE WAIVERS SET FORTH IN THIS SECTION ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT TO BOTH PARTIES IN AGREEING TO ENTER INTO THIS AGREEMENT.

30. **Notices.** All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given:

(a) when personally delivered; or

(b) the next Business Day after being sent by reputable overnight express courier (charges prepaid); or

(c) when received if by facsimile or e-mail transmission, so long as notice is concurrently provided to the parties to this Agreement by a method set forth in Section 30(a) or Section 30(b).

Unless another address is specified in writing, notices, demands and communications to the parties shall be sent to the addresses indicated below:

If to City:

Dan Dugger, City Manager
100 E. Ocean Avenue
Boynton Beach, FL 33435
Email: DuggerD@bbfl.us

With a copy to:

Michael Cirullo, Jr.
Goren Cherof Doody and Ezrol, PA
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308
MCirullo@gorencherof.com

Kathryn Rossmell
Lewis, Longman & Walker, PA
360 S. Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401
krossmell@llw-law.com

If to Owner:

Jerneb Acquisition Corp. I
c/o Time Equities, Inc.
55 Fifth Avenue – 15th Floor
New York, New York 10003
Attention: Robert Kantor and Robert Singer
Email: rkantor@timeequities.com
rsinger@timeequities.com

With a copy to:

Mark J. Lynn, Esq.
Greenspoon Marder LLP
200 E. Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301
e-mail: mark.lynn@gmlaw.com

If any party refuses to accept any attempted delivery of notice in any of the foregoing manners, then notice shall be deemed to have been delivered upon such refusal. Any party hereto shall have the right to change its address for notice if written notice is given to all other parties in accordance with the notice provisions hereof.

31. **Miscellaneous.**

(a) Accord and Satisfaction. No payment by City or receipt by Owner of a lesser amount than the amount stipulated in this Agreement to be paid shall be deemed to be other than on account of the earliest stipulated payable amounts, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such amount or pursue any other remedy provided herein or by law.

(b) Entire Agreement. This Agreement and the exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all covenants, promises, agreements, conditions and understandings between Owner and City concerning the City Spaces and there are no covenants, promises, conditions or understandings, either oral or written, between them other than are herein set forth. Neither Owner nor Owner's agents have made nor shall be bound to any representations with respect to the City Spaces except as herein expressly set forth, and all representations, either oral or written, shall be deemed to be merged into this Agreement. Except

as herein otherwise provided, no subsequent alteration, change or addition to this Agreement shall be binding upon Owner or City unless reduced to writing and signed by them.

(c) Successors and Assigns. All rights, obligations, and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, legal representatives, and permitted successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee of City unless the assignment to such assignee has been approved by Owner in writing as provided herein. Nothing contained in this Agreement shall in any manner restrict Owner's right to assign this Agreement and, in the event Owner sells its interest in the Property and the purchaser assumes Owner's obligations and covenants, Owner shall thereupon be relieved of all further obligations hereunder.

(d) Captions and Section Numbers. The captions, section numbers, and article numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

(e) Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) Construction of Language. Whenever in this. Agreement the context allows, the terms "Agreement," "Term" and "Term of this Agreement", or terms of similar import, shall be deemed to include all renewals, extension or modifications of this Agreement or the Term. The word "including" when used in this Agreement shall be deemed to mean "including, but not limited to," or "including without limitation." Whenever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and the neuter, references to the neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and the singular to include the plural. The headings of sections or subsections in this Agreement are for convenience only and shall not be relevant for purposes of interpretation of this Agreement. This Agreement has been negotiated "at arm's length" by Owner and City, each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Agreement. Therefore, this Agreement shall not be more strictly construed against either party by reason of the fact that one party may have drafted this Agreement.

(g) Counterparts/ Electronic or Facsimile Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument. The electronic signature of any party hereto shall be as binding as the original signature of such party for all purposes; and the copy of any parties' signature to this Agreement delivered by facsimile, e-mail, or such other electronic means shall be as binding and enforceable as the parties' original signature to this Agreement.

(h) Governing Law/Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any action arising out of, or in connection to, this Agreement or between the parties hereto, shall be brought exclusively in the courts of Palm Beach County, Florida.

(k) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of partners or co-venturers, or creating or establishing the relationship of a joint venture between Owner and City. The provisions hereof are for the exclusive benefit of the parties, and no other person or entity, including creditors of any party hereto, shall have any right or claim against any party by reason of those provisions or be entitled to enforce any of those provisions against any party.

(l) Agreement Subject to Covenants, Conditions, and Restrictions. City acknowledges and agrees that its rights hereunder are subject to, and subordinate to the declarations, covenants, conditions, restrictions, easements, and agreements of record as of the date of this Agreement.

(m) Radon Gas Notification. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(n) Sovereign Immunity. The parties agree that the City is a political subdivision of the State of Florida and therefore is entitled to sovereign immunity. Except as expressly provided herein, nothing in this Agreement shall be construed to require the City to indemnify Owner, or insure Owner for its negligence or to assume any liability for Owner. Further, any provision in this Agreement that requires the City to indemnify, hold harmless or defend Owner from liability for any other reason shall not alter the City's rights of sovereign immunity or extend the City's liability beyond the limits established in Section 768.28 of the Florida Statutes, as it may be amended from time to time. Nothing in this Agreement shall be deemed a waiver of the City's rights of sovereign immunity, and in no case shall the City's liability exceed the amount specified in Section 768.28, Florida Statutes, whether such claim lie in indemnity, contract, tort, or otherwise.

(o) Recorded Document. The City shall record this Agreement or a memorandum thereof in the Public Records of Palm Beach County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

This Parking Lease Agreement is entered into and acknowledged by City and Owner as of the date first stated above.

Approved for Form by City Attorney

CITY:

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

MAR8 '23 5:27PM
CITY CLERK
BOYNTON BEACH

Note: Notarized signature page inserted for recording purposes.

This Parking Lease Agreement is entered into and acknowledged by City and Owner as of the date first stated above.

Approved for Form by City Attorney

CITY:

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11 day of MAY, 2023 by **Ty Penserga, as Mayor of the City of Boynton Beach**, who is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

LYNN M. SWANSON
MY COMMISSION # HH 155706
EXPIRES: November 17, 2025
Bonded Thru Notary Public Underwriters

OWNER:

WITNESSES:

Print Name: Lori Riccio

Print Name: Cristina Mejia

BOYNTON BEACH TOWN CENTER APARTMENTS, LLC, a Florida limited liability company

By:
Name: Robert Kanter
Title: Manager

NOTE: Notarized Signature Page Inserted for Recording Purposes.

Boynton Beach Town Center Apartments I LLC
Boynton Beach Town Center Apartments II LLC
Boynton Beach Town Center Apartments III LLC
Boynton Beach Town Center Apartments IV LLC
Boynton Beach Town Center Apartments V LLC
Boynton Beach Town Center Apartments VI LLC
Boynton Beach Town Center Apartments VII LLC
Boynton Beach Town Center Apartments VIII LLC and
Boynton Beach Town Center Apartments IX LLC, each
a Florida limited liability company

By: _____
Name: Robert Kantor
Title: Manager of each of the above entities

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization by Robert Kantor, as Manager of Boynton Beach Town Center Apartments I, LLC, Boynton Beach Town Center Apartments II, LLC, Boynton Beach Town Center Apartments III, LLC, Boynton Beach Town Center Apartments IV, LLC, Boynton Beach Town Center Apartments V, LLC, Boynton Beach Town Center Apartments VI, LLC, Boynton Beach Town Center Apartments VII, LLC, Boynton Beach Town Center Apartments VIII, LLC, Boynton Beach Town Center Apartments IX, LLC, each a Florida limited liability company, who is personally known to me or wo has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of April, 2023.

_____
Notary Public, State of New York
Alexandra J. Fink
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

October 11, 2024

ALEXANDRA J FINK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FI6349139
Qualified in New York County
My Commission Expires: 10/11/24

EXHIBIT "A"

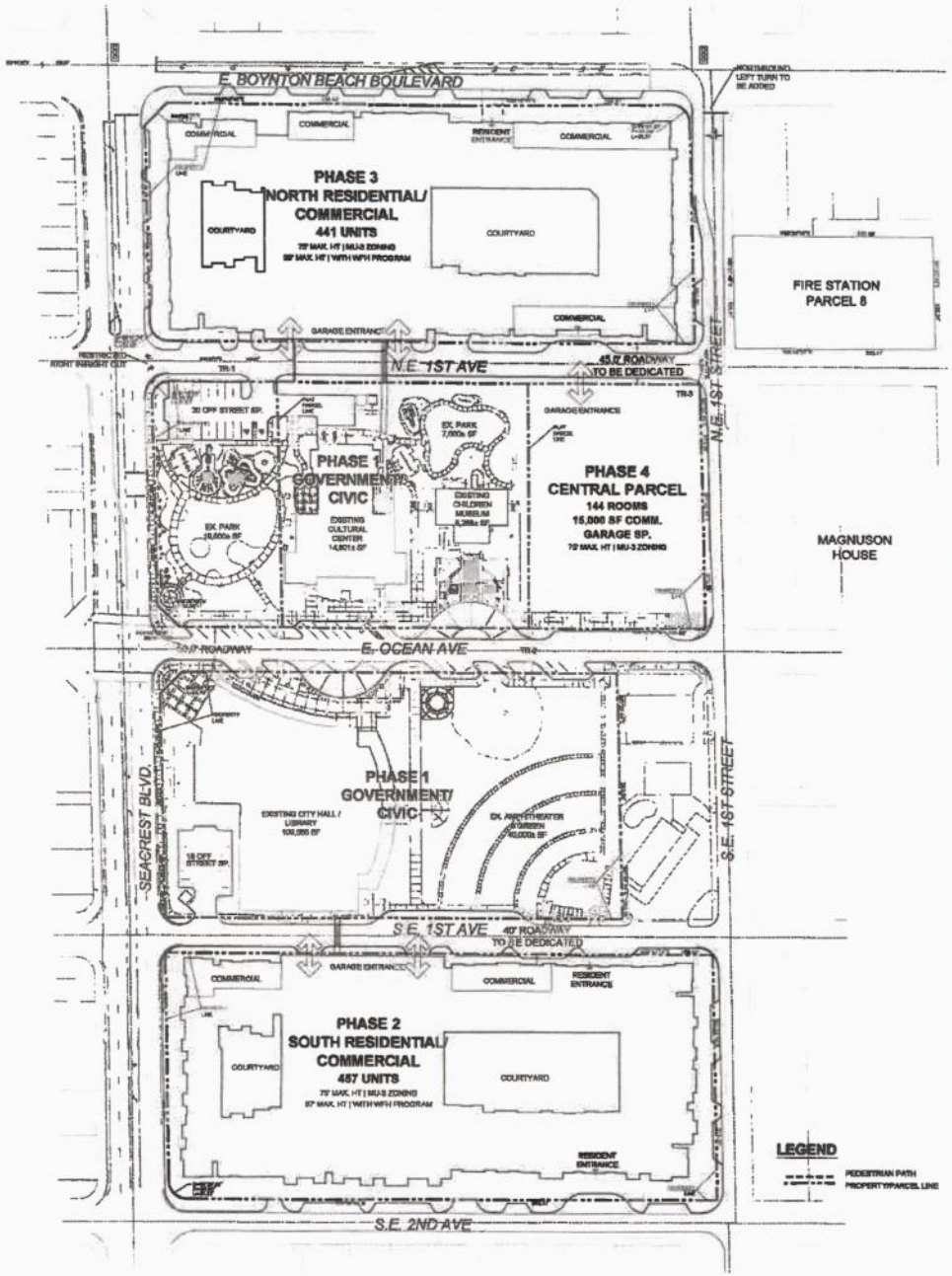
THE PROPERTY

Parcel 1, Boynton Beach Town Square, according to the plat thereof, as recorded in Plat Book 127, Page 1, of the Public Records of Palm Beach County, Florida; and

Parcel 2, Boynton Beach Town Square, according to the plat thereof, as recorded in Plat Book 127, Page 1, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"

MASTER PLAN



DEVELOPMENT TEAM

APPLICANT/ DEVELOPER:	TIME EQUITIES, INC 55 5th AVENUE, 15th FLOOR SUITE 1506 NEW YORK, NY 10003	SURVEYOR:	CAULFIELD & WHEELER, INC. 7900 GLADES RD., STE. 100 BOCA RATON, FL 33434 (561) 392-1991
PLANNER:	URBAN DESIGN STUDIO 610 CLEMATIS STREET, STE. CU02 WEST PALM BEACH, FL 33401 (561) 366-1100	TRAFFIC/ CIVIL ENGINEER:	KIMLEY HORN 1920 WEKIVA WAY, Suite 200 WEST PALM BEACH, FL 33433 (561) 845-0855
ARCHITECT:	MSA ARCHITECTS 6000 S.W. 74 COURT ISUITE 1513 MIAMI, FLORIDA 33155 (305) 273-0911	LANDSCAPE ARCHITECT:	ARCHITECTURAL ALLIANCE LANDSCAPI 612 SW 4th AVE FORT LAUDERDALE, FL 33315 (954) 764-8888

LOCATION MAP



Exhibit D - Master Plan

1 of 2

02 09, 2023

SITE DATA

PROJECT PHASE	1 - GOVT / CIVIC	2 - SOUTH RESIDENTIAL /COMM.	3 -NORTH RESIDENTIAL /COMM.	4 - CENTRAL HOTEL/COMM.
FUTURE LAND USE	MIXED USE- MEDIUM (MXM)			
ZONING	MIXED USE - 3 (MU-3)			
OVERLAYS BY PHASE	DTODD, CDO	DTODD, CDO	DTODD, BBRO	DTODD, CDO
RESIDENTIAL DENSITY - ZONING DIST. (w/ DTODD & WFH)	ALLOWED: 50 u/a Zoning / 62 u/a WFH Program PROPOSED: 97.9 u/a			
MAX. RESIDENTIAL UNITS	982			
MAX. FLOOR AREA RATIO	3.5 FAR			
MAX. BUILDING HT. - ZONING DIST. (w/ DTODD & WFH)	75'	75' (97')	75' (97')	75'

DTODD - Downtown Transit Oriented Development District CDO = Cultural District Overlay BBRO - Boynton Beach Blvd Overlay. WFH - Workforce House Program

PROJECT SUMMARY

PARCEL NAME	PHASE #	PARCEL AREA (AC)	PARCEL AREA (SF)	PROPOSED	MAX. BUILDING AREA (SF)*	FAR	PROPOSED RSL COMMERCIAL (SF)
GOVT/ CIVIC	1	3.58	155,752		130,909 (EXISTING)**	0.48 (EXISTING)	
SOUTH RES/COM	2	3.84	171,855	441 RES. UNITS	900,896	3.80	7,165
NORTH RES/COM	3	4.19	182,476	457 RES. UNITS	638,846	3.80	16,339
CENTRAL - HOTEL/COM	4	1.21	52,850	144 ROOMS	184,979	3.50	15,000
GROSS AREA		16.83	675,945	982,797			38,504
RON DE DEDICATIONS		0.705	30,745				
PLATTED PROJECT AREA		16.22	706,691				

* EXCLUDES GARAGE, TERRACES AND BALCONIES PER THE DEFINITION OF GROSS FLOOR AREA OF CITY'S LDR'S.
** INCLUDES CITY HALL, LIBRARY, CHILDREN'S MUSEUM, CULTURAL CENTER

USEABLE OPEN SPACE CALCULATION

GROSS SITE AREA	16.83 AC.	
x REQUIRED PERCENTAGE	0.50% OF TOTAL NET AREA, PURSUANT TO TABLE 3-4, CHAP. 3, ART. II, SEC.C, BUILDING AND SITE REGULATIONS	
REQUIRED ACREAGE	0.08 AC	3,360 SF
PROVIDED ACREAGE (IN PH.1)	1.52 AC	66,000 SF

NOTES

1) THE MASTER PLAN PROPERTY BOUNDARIES, TOTAL LOT AND PARCEL AREAS ARE BASED ON THE RECORDED PLAT (PB 127 PAGES 1-6, EXCLUDING PARCEL B (FIRE STATION #1) AND ROAD RIGHT OF WAY TRACTS.

2) THE NUMBER OF PROPOSED UNITS AND BUILDING HEIGHT ARE BASED ON PARTICIPATION IN WORKFORCE HOUSING PROGRAM (WFH). FINAL BUILDING HEIGHTS SHALL BE COMPLIANT WITH WFH PROGRAM.

3) BUILDING OUTLINES IN PHASES 2 & 3 ARE APPROXIMATE AND SUBJECT TO SITE PLAN APPROVAL AND PERMITTING.

4) GARAGE PARKING - RESIDENTIAL PARKING RATES BASED ON PART III, CHAPTER 4., ARTICLE V. SECTION. 3.G. PARKING REDUCTIONS FOR SUSTAINABILITY. APPROVAL OF THE PROPOSED PARKING RATE REDUCTION THROUGH PARTICIPATION IN SUSTAINABILITY IS CONDITIONED ON THE SITE PLAN APPROVAL(S).

5) GARAGE PARKING - GOVT/CIVIC PROVIDED IN PHASES 2 & 3 SUPPORT USES IN PHASE 1.

6) PARKING REQUIRED FOR PHASE 4 USE(S) TO BE PROVIDED ON PHASE 4 SITE.

7) GARAGE ENTRANCE LOCATIONS ARE APPROXIMATE AND SUBJECT TO SITE PLAN APPROVALS AND PERMITTING.

8) PHASE 4 USES ARE ESTIMATED FOR THE MASTER PLAN AND SUBJECT TO CHANGE AT THE DISCRETION BY THE CITY. PHASE 4 USES SHALL BE COMPARABLE TO THE CURRENT PROPOSAL OR BE UP TO EQUIVALENT INTENSITY.

9) LOCATION OF PUBLIC RESTROOMS ARE SUBJECT TO CHANGE AT TIME OF SITE PLAN APPLICATION BUT SHALL BE LOCATED IN PHASE 1 SITE AS PER DEVELOPMENT AGREEMENT.

10) ON STREET PARKING WILL BE PROVIDED WHERE POSSIBLE ON ALL ABUTTING STREETS AT TIME OF SITE PLAN APPLICATION.

11) ALL UTILITY LINES WILL BE RELOCATED UNDERGROUND SUBJECT TO FPL APPROVAL.

urban design studio
Urban Design
Land Planning
Landscape Architecure
610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX 561.366.1111
www.udsflorida.com
FL#0002739

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TOWN SQUARE

Boynton Beach, FL

Master Plan

NORTH

0 30' 60' 120'

Scale: 1" = 60'-0"

Date: 1/5/2023
Project No.: 20-212.01
Designed By: OTI-EDS
Drawn By: SDM
Checked By: SDM/AV

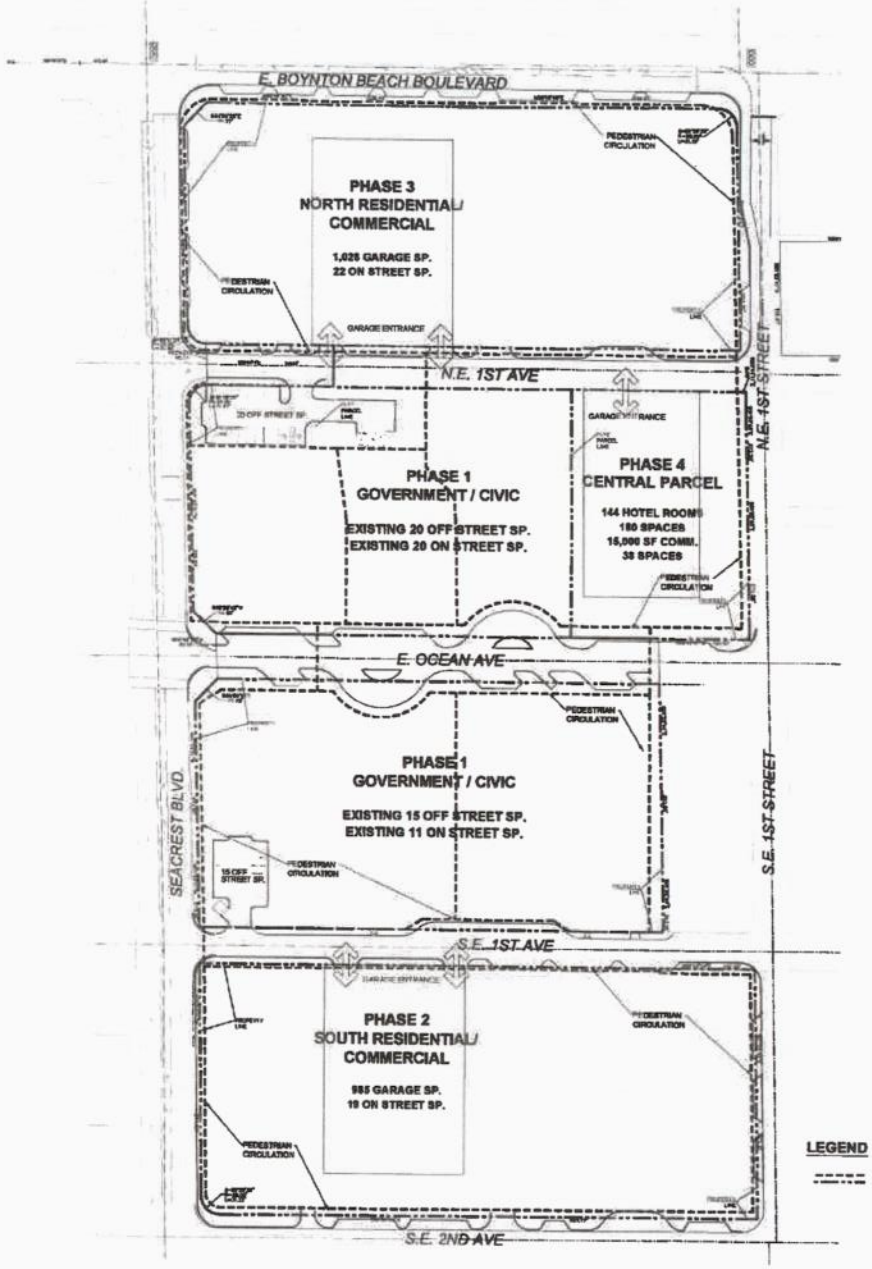
Revision Dates:
1/19/2023 City Submittal
2/7/2023 Revisions per City
2/9/2023 Revisions per City

MSP-1
of 2

Exhibit D - Master Plan

2 of 2

02 09, 2023



PARKING SPACES REQUIRED			RATE BY USE	SPACES
PHASE 1 - GOVERNMENT/CIVIC				
City Hall/Library/Children's Museum	114,373	SF	per City	321
Cultural Center (Seats)	230	SEATS	1/4	63
Recreational Areas/Amphitheater	per City			45
Chilled Water				4
City Spaces	11 for Fire Station & 32 for Mainmoon House			100
Phase 1 Parking Spaces - Required				533

PHASE 2 - SOUTH RESIDENTIAL / COMM.	QUANTITY	UNITS	RATE*	REQUIRED
Residential Units - Total Phase 2	487	UNITS		
Studio/1 Bedroom Units	250	UNIT	1.33	333
2+ Bedroom Units	207	UNIT	1.66	344
Residential Guest	487	UNIT	0.15	69
Commercial	7,186	SF	1/200	36
Phase 2 Parking Spaces - Required				782

PHASE 3 - NORTH RESIDENTIAL / COMM.	QUANTITY	UNITS	RATE*	REQUIRED
Residential Units - Total Phase 2	487	UNITS		
Studio/1 Bedroom Units	232	UNIT	1.33	309
2+ Bedroom Units	209	UNIT	1.66	347
Residential Guest	641	UNIT	0.15	97
Commercial	16,339	SF	1/200	82
Phase 3 Parking Spaces - Required				885

PHASE 4 - CENTRAL PARCEL***	QUANTITY	UNITS	RATE**	REQUIRED
Hotel Rooms	144	ROOMS	1.25	180
Commercial	15,000	SF	1/200	38
Phase 4 Parking Spaces - Required				218

TOTAL SPACES REQUIRED	2,378

PARKING SPACES PROVIDED		SPACES
PHASE 1 - GOVERNMENT/CIVIC		
Garage Spaces - Total		0
Gov't/Civic ***		0
On Street Spaces		31
Off Street Spaces		35
Phase 1 Parking Spaces - Provided		66

PHASE 2 - SOUTH RESIDENTIAL / COMM.		
Garage Spaces - Total		985
	Residential & Guest	732
	Commercial	17
	City Leased Spaces	236
On Street Spaces for Commercial Use		19
Off Street Spaces		0
Phase 2 Parking Spaces - Provided		1,004

PHASE 3 - NORTH RESIDENTIAL / COMM.		
Garage Spaces - Total		1,028
	Residential & Guest	721
	Commercial	80
	City Leased Spaces	227
On Street Spaces for Commercial Use		22
Off Street Spaces		0
Phase 3 Parking Spaces - Provided		1,050

PHASE 4 - CENTRAL PARCEL***		
Garage Spaces - Total		218
	Hotel & Commercial	180
	Gov't/Civic	38
Phase 4 Parking Spaces - Provided		218

TOTAL SPACES PROVIDED		
	Total Phase 2 & 3 Garage Spaces for Residential, Guest & Commercial	1,540
	Total Phase 2 & 3 Garage Spaces to be leased by City	473
	Total On/Off Street Public Spaces (95+19+22)	107

* Residential parking rates based on Part II, Chapter 4., Article V., Section. 3.G. Parking Reductions for Sustainability. Approval of the proposed parking rate reduction through participation in sustainability is conditional on the Site Plan approval(s).

** Hotel Commercial parking rate at 50% per City LDR Part II, Chapter 4, Art. V, Sec. 2.B.

*** Phase 4 uses are estimated for the Master Plan and subject to change at the discretion by the City. All required parking for Phase 4 uses shall be provided on the Phase 4 parcel. Phase 4 uses shall be comparable to the current proposal or be up to equivalent intensity.

urban design studio
Urban Design
Land Planning
Landscape Architecture

TOWN SQUARE

Boynton Beach, FL

Master Plan - Parking/Pedestiran Pathways

NORTH

Scale: 1" = 60'-0"

Project No.: 20-012.001
Designed By: OTHERS
Drawn By: SCM
Checked By: BCM/AV

Revision Dates:

MSP-2
of 2

EXHIBIT "C"

PARKING ALLOCATION

North Building						
		Parking				
Floor	DUs	Total	City	Comm.	Res.	Ratio
1	14	75	54	0	21	1.50
1.5	0	120	120	0	0	0.00
2	59	115	32	0	83	1.41
3	62	120	31	0	89	1.44
4	62	120	0	32	88	1.42
5	62	119	0	28	91	1.47
6	62	119	0	0	119	1.92
7	62	119	0	0	119	1.92
8	58	121	0	0	121	2.09
Total	441	1028	237	60	731	1.66

South Building						
		Parking				
Floor	DUs	Total	City	Comm.	Res.	Ratio
1	22	73	40	0	33	1.50
1.5	0	114	114	0	0	0.00
2	61	110	30	0	80	1.31
3	63	114	30	0	84	1.33
4	63	114	22	0	92	1.46
5	63	114	0	17	97	1.54
6	63	114	0	0	114	1.81
7	63	114	0	0	114	1.81
8	59	118	0	0	118	2.00
Total	457	985	236	17	732	1.60

Grand Total	898	2013	473	77	1463	

BLDG I - North Parcel

BLDG PER LEVELS								
TYPE	Level 1st	Level 2nd	Levels 3rd - 7th	Level 8th	TOTAL	AREA	LEASABLE AREA (NRSF)	% TOTALS
STUDIO/1 Ba								
ST	2	4	20	3	29	550 sf	15,950 sf	6.6%
1 BDR & 1BDR + DEN:								
A1	1	6	35	6	48	793 sf	38,064 sf	46.0%
A1M	1	14	70	13	98	749 sf	73,402 sf	
A2	0	4	20	4	28	606 sf	19,544 sf	
B1	2	3	20	4	29	950 sf	27,550 sf	
2 BDR:								
B2	1	3	15	3	22	980 sf	21,560 sf	37.9%
C1	1	2	15	3	23	1,068 sf	24,809 sf	
C2	5	16	85	16	122	1,156 sf	141,032 sf	
3 BDR:								
D1	0	1	5	1	7	1,341 sf	9,387 sf	9.5%
D2	0	5	25	5	35	1,461 sf	51,135 sf	
Units per Level	14	59	310	58				
Average Unit Size						958 sf		
Total/Building					441 dus		422,583 sf	100.0%

Provided Parking BLDG I (North Parcel)				
	9 STORY GARAGE			
Garage	Standard	Compact	HC	Total per Level
Level 1	61 sp	8 sp	6 sp	75 sp
Level 1.5	109 sp	11 sp	sp	120 sp
Level 2	101 sp	11 sp	3 sp	115 sp
Level 3	104 sp	14 sp	2 sp	120 sp
Level 4	104 sp	14 sp	2 sp	120 sp
Level 5	106 sp	11 sp	2 sp	119 sp
Level 6	106 sp	11 sp	2 sp	119 sp
Level 7	106 sp	11 sp	2 sp	119 sp
Level 8	108 sp	11 sp	2 sp	121 sp
Sub-Total	905 sp	102 sp	21 sp	
Total Provided	1,028 sp			
Ratio	2.23 sp/unit			

BLDG II - South Parcel

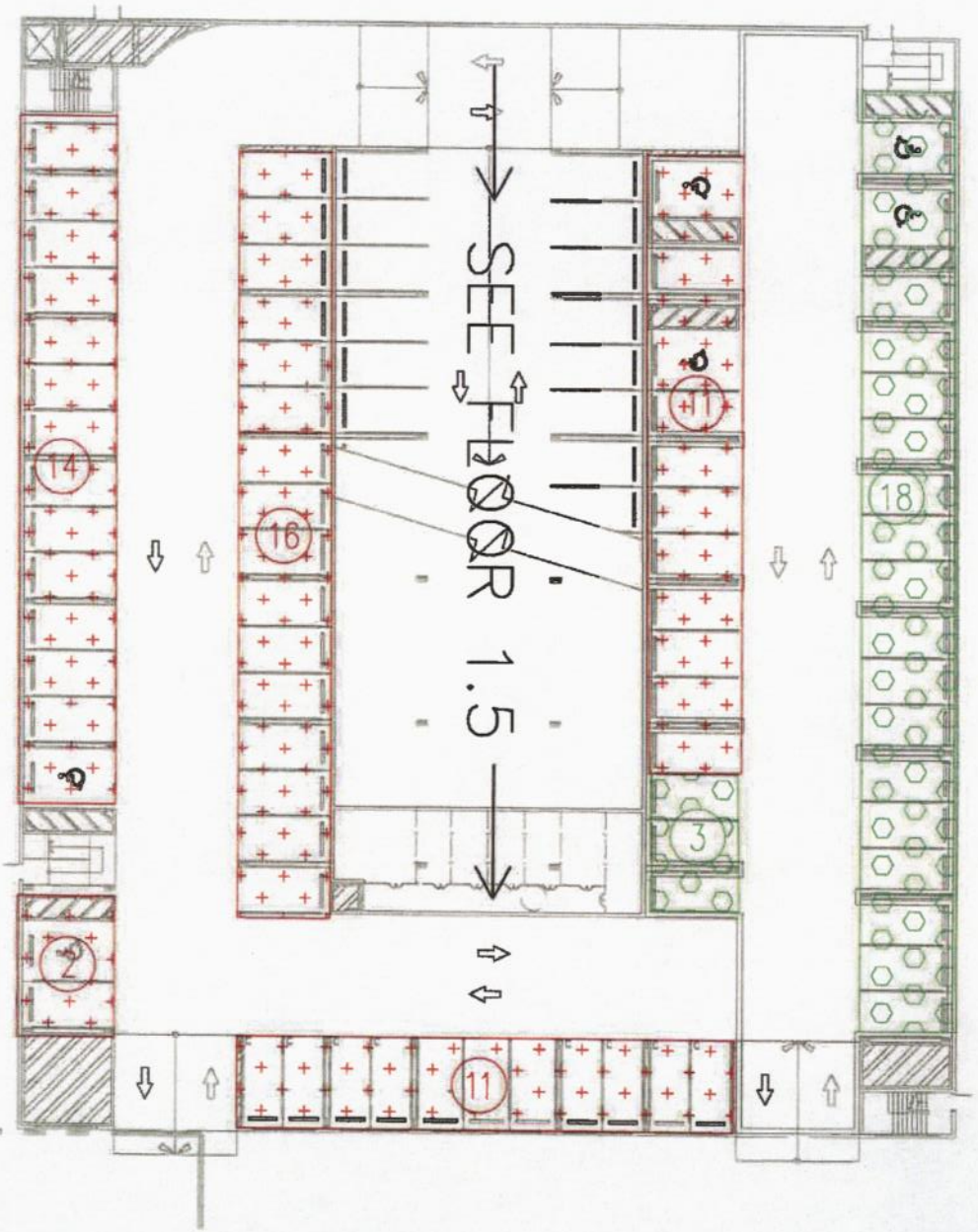
BLDG PER LEVELS								
TYPE	Level 1st	Level 2nd	Levels 3rd - 7th	Level 8th	TOTAL	AREA	LEASABLE AREA (NRSF)	% TOTALS
STUDIO/1 Ba								
ST	2	4	20	4	30	550 sf	16,500 sf	6.6%
1 BDR &1BDR + DEN:								
A1	0	10	55	11	76	799 sf	60,266 sf	48.1%
A1M	5	12	60	8	85	749 sf	63,665 sf	
A2	0	4	20	4	28	698 sf	19,544 sf	
B1	3	4	20	4	31	950 sf	29,450 sf	
2 BDR:								
B2	1	1	5	1	8	980 sf	7,840 sf	36.9%
C1	1	9	45	9	64	1,065 sf	68,313 sf	
C2	9	13	70	14	106	1,156 sf	122,536 sf	
3 BDR:								
D1	1	3	15	3	22	1,341 sf	29,502 sf	6.3%
D2	0	1	5	1	7	1,461 sf	10,227 sf	
Units per Level	22	61	315	59				
Average Unit Size						938 sf		
Total/Building					457 dus		428,844 sf	100.0%

Provided Parking BLDG II (South Parcel)				
	9 STORY GARAGE			
Garage	Standard	Compact	HC	Total per Level
Level 1	60 sp	8 sp	5 sp	73 sp
Level 1.5	103 sp	11 sp	sp	114 sp
Level 2	96 sp	11 sp	3 sp	110 sp
Level 3	101 sp	11 sp	2 sp	114 sp
Level 4	101 sp	11 sp	2 sp	114 sp
Level 5	101 sp	11 sp	2 sp	114 sp
Level 6	101 sp	11 sp	2 sp	114 sp
Level 7	101 sp	11 sp	2 sp	114 sp
Level 8	105 sp	11 sp	2 sp	118 sp
Sub-Total	869 sf	96 sf	20 sf	
Total Provided	985 sp			
Ratio	2.1 sp/unit			

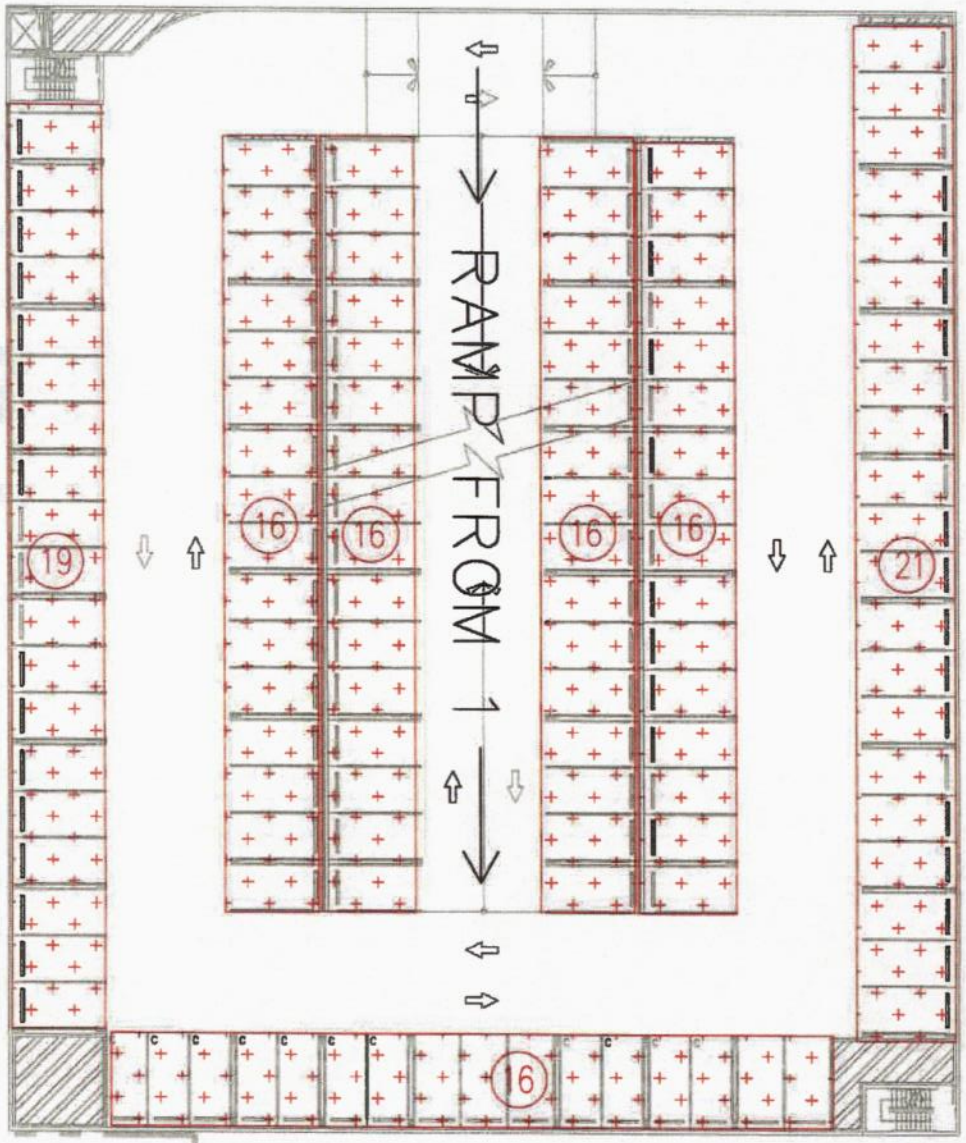
EXHIBIT "D"

SCHEMATIC DEPICTION OF PARKING SPACES

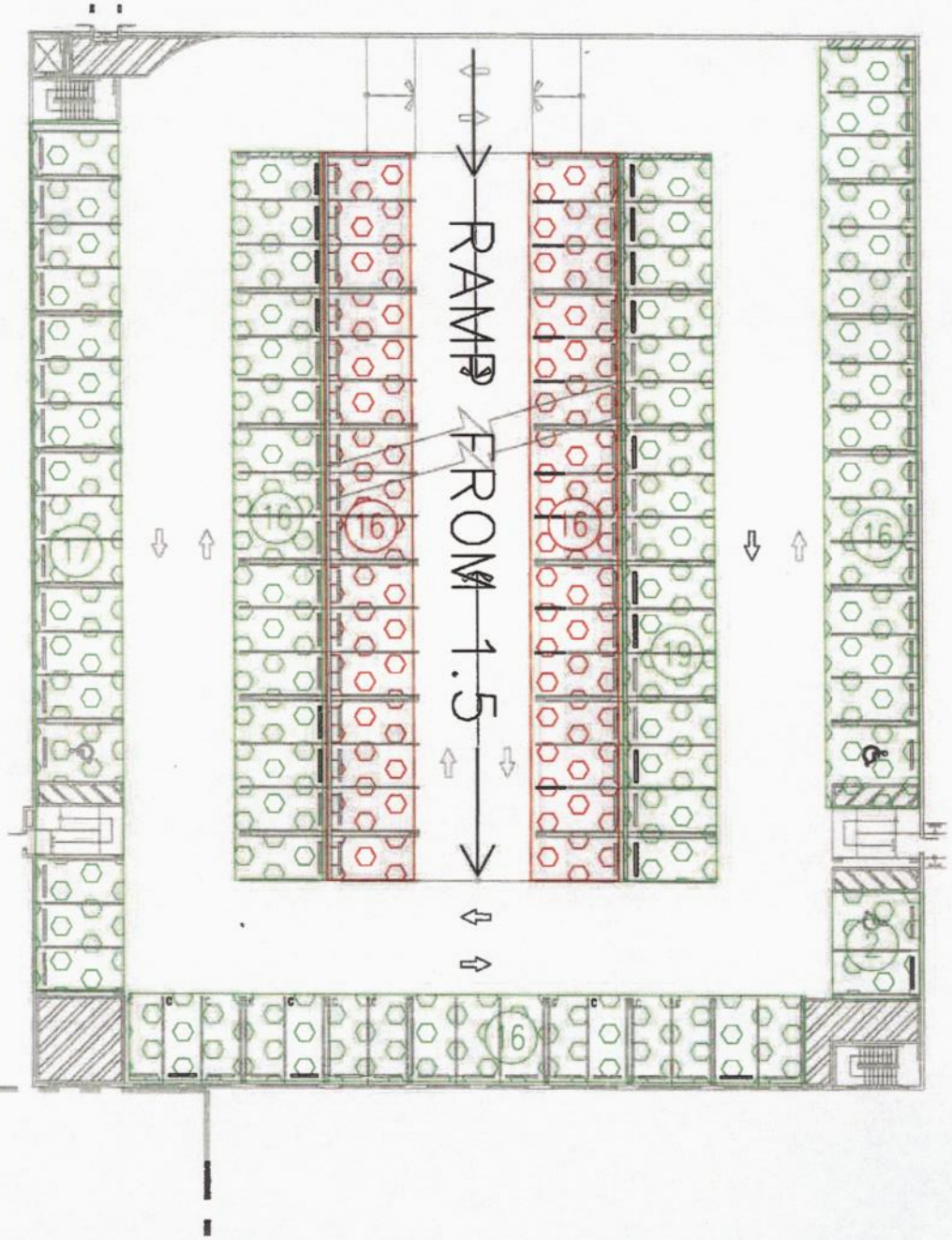
NORTH GARAGE FLOOR 1:
54 CITY/PUBLIC
21 RESIDENT



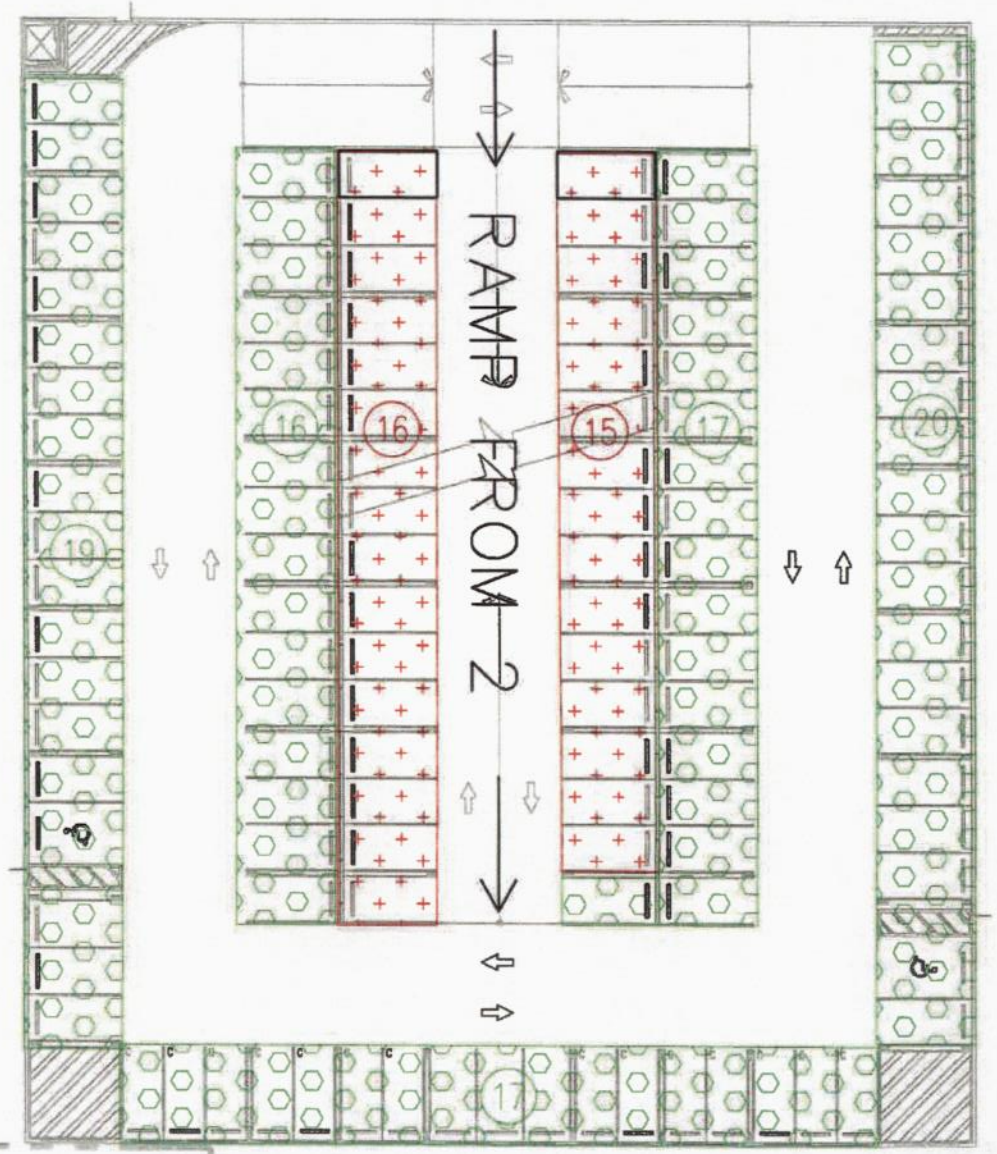
NORTH GARAGE FLOOR 1.5:
120 CITY/PUBLIC

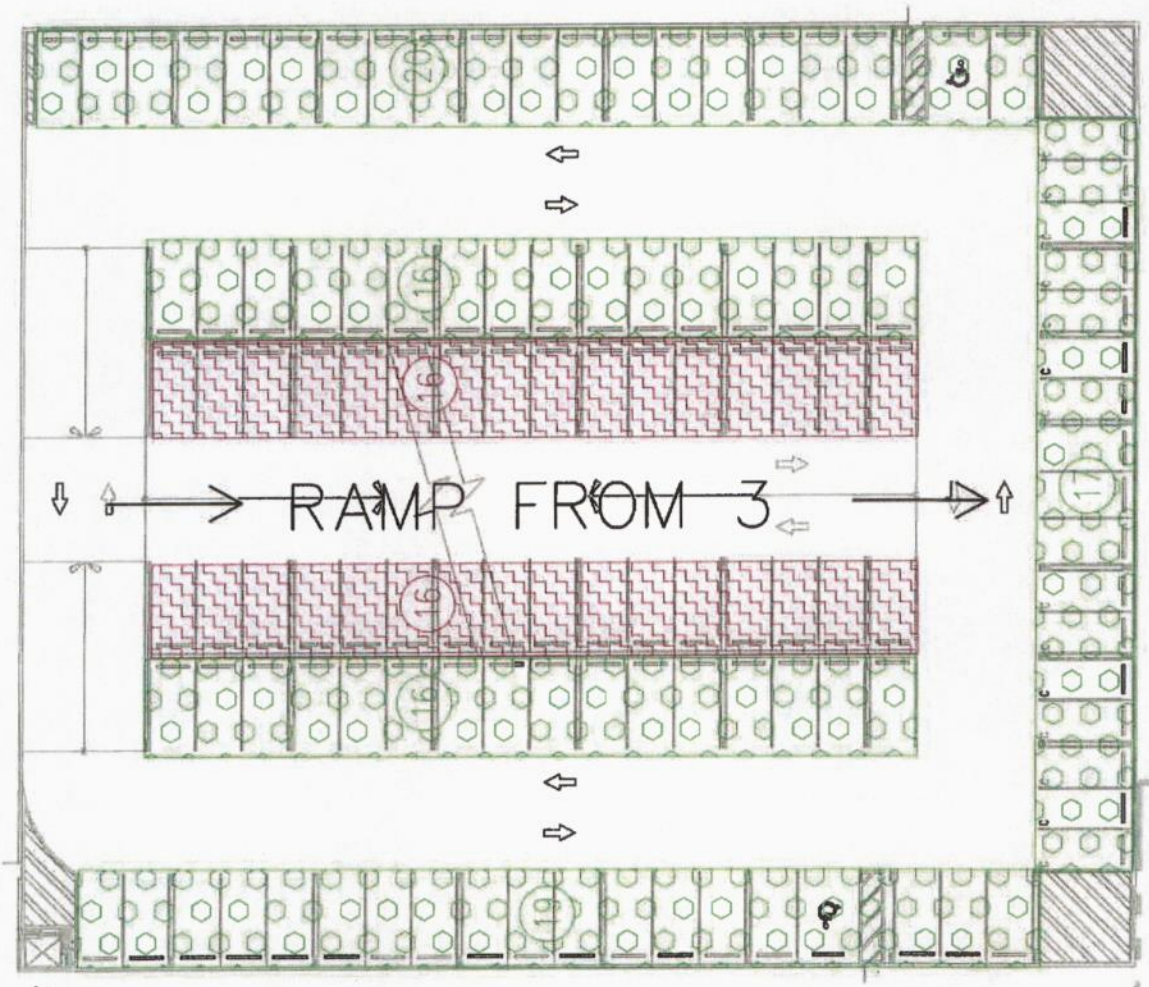


NORTH GARAGE FLOOR 2:
32 CITY/PUBLIC
83 RESIDENT



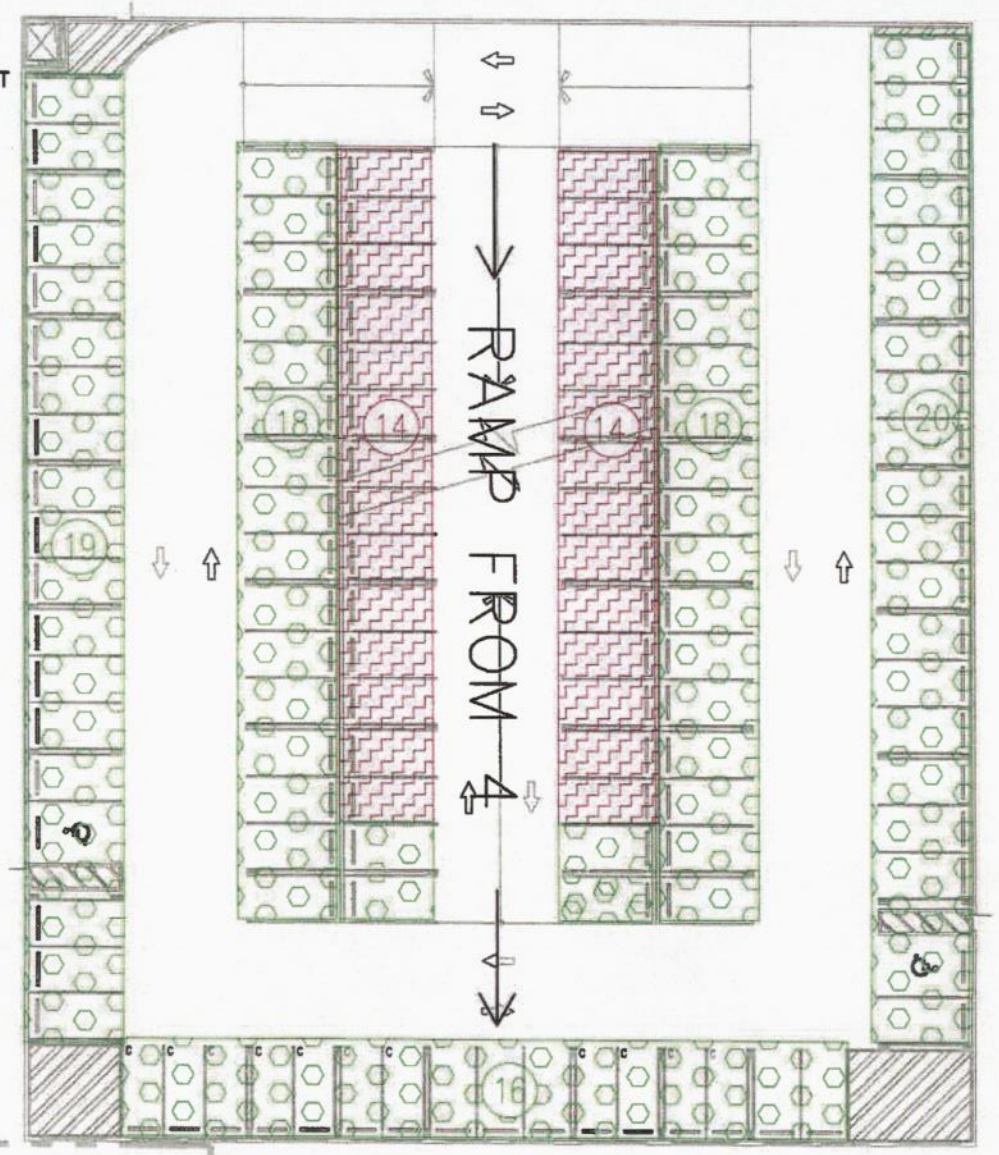
NORTH GARAGE FLOOR 3:
31 CITY/PUBLIC
89 RESIDENT



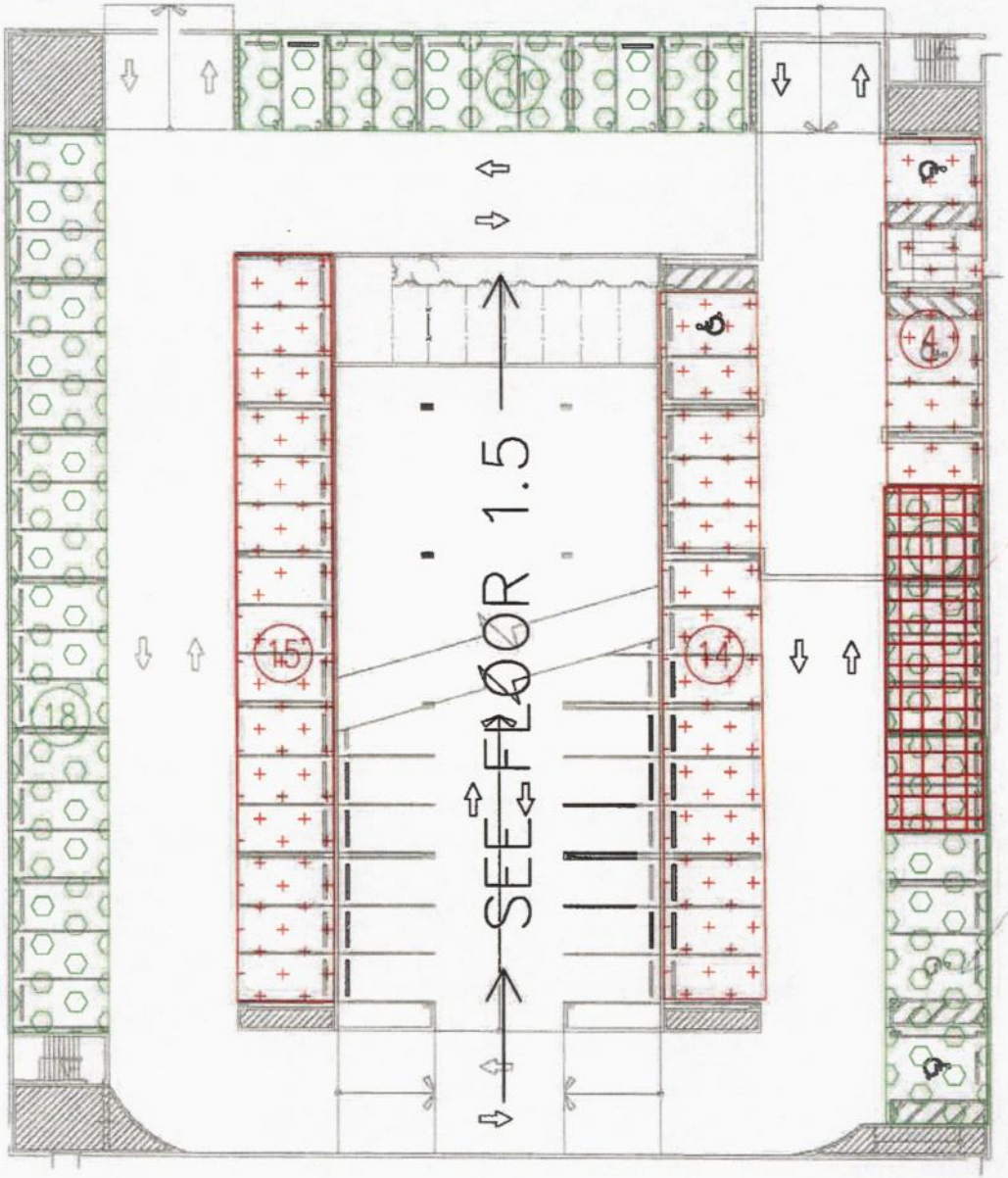


NORTH GARAGE FLOOR 4:
32 COMMERCIAL 88 RESIDENT

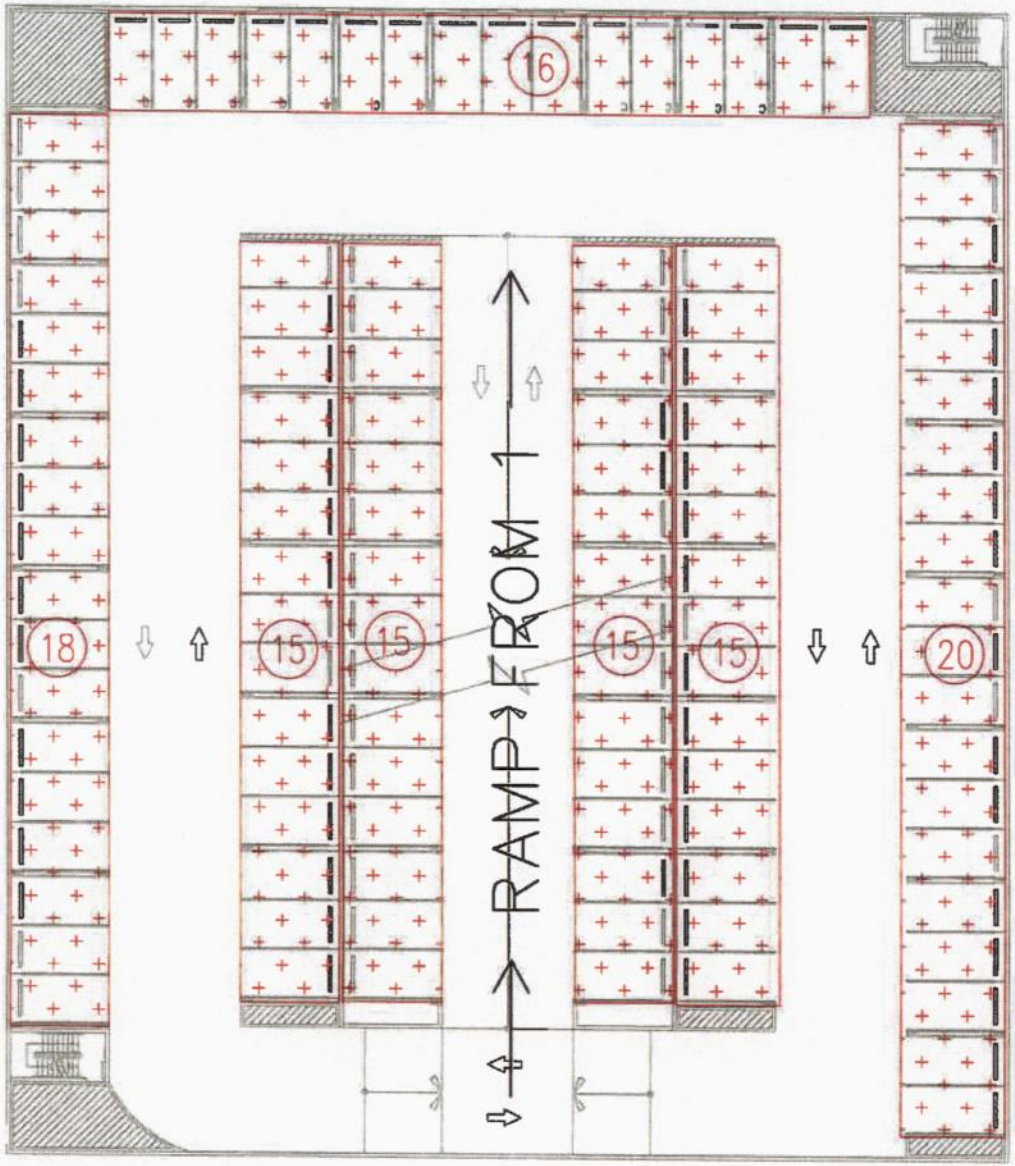
NORTH GARAGE FLOOR 5:
28 COMMERCIAL 91 RESIDENT



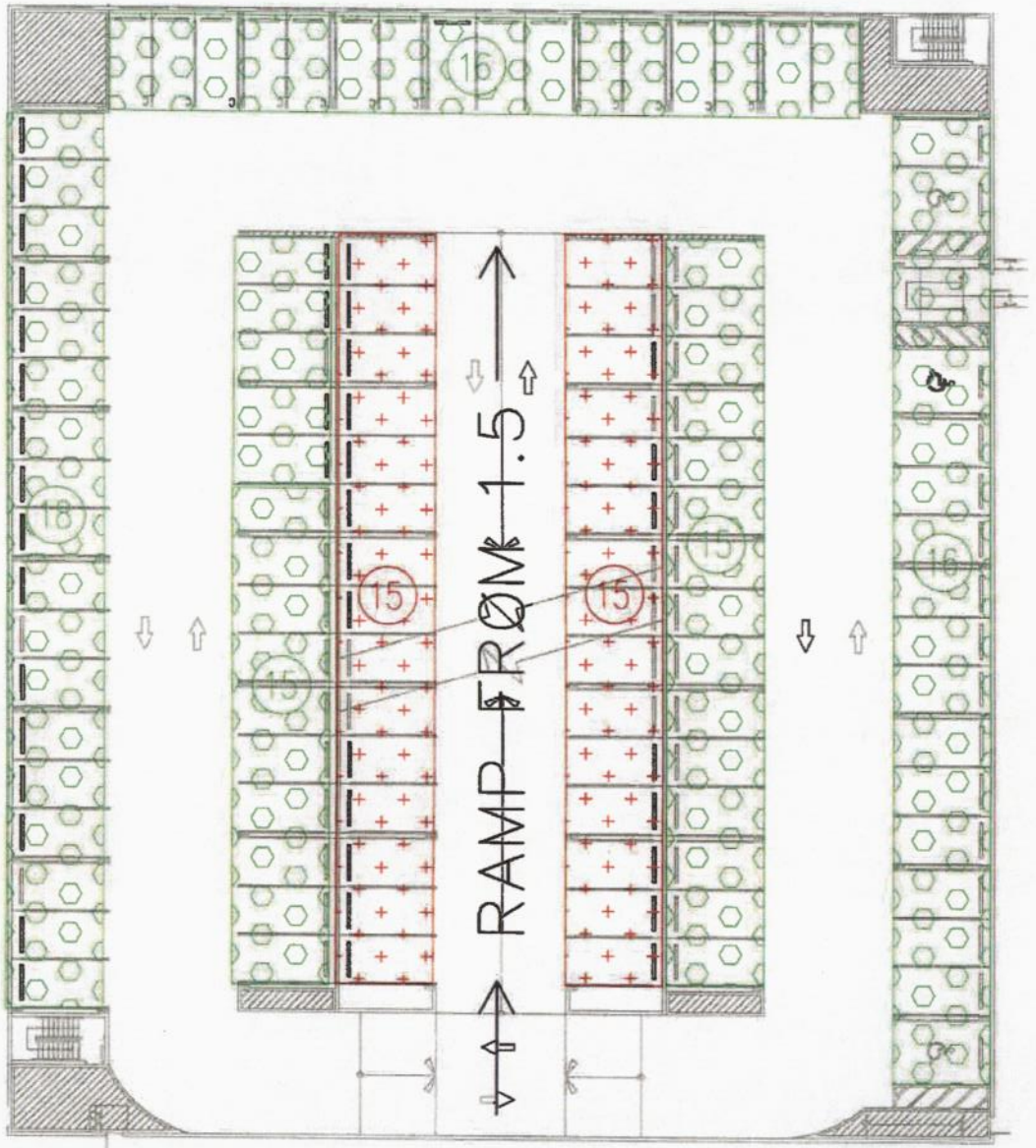
SOUTH GARAGE FLOOR 1:
33 RESIDENT
40 CITY/PUBLIC



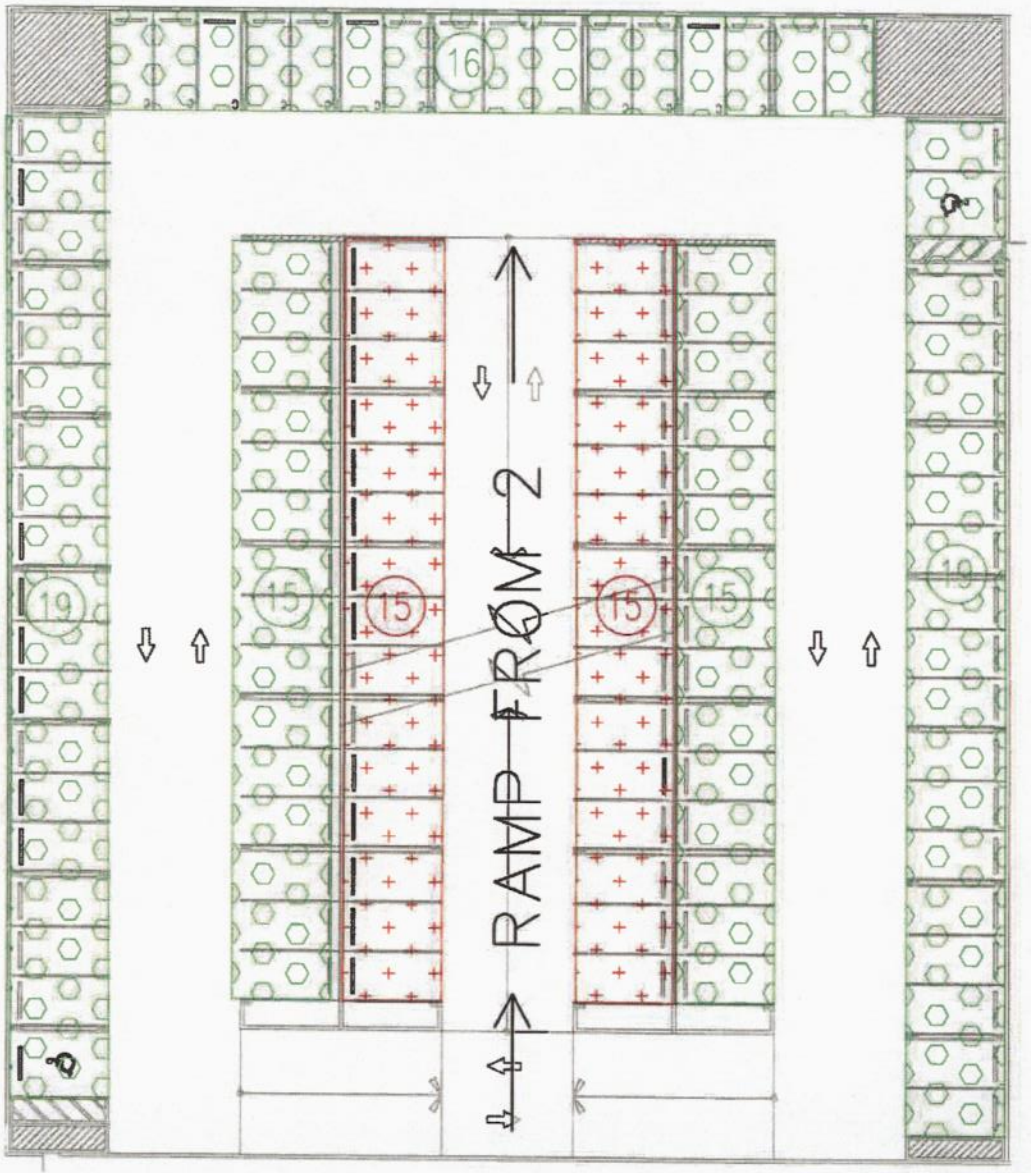
SOUTH GARAGE FLOOR 1.5:
114 CITY/PUBLIC



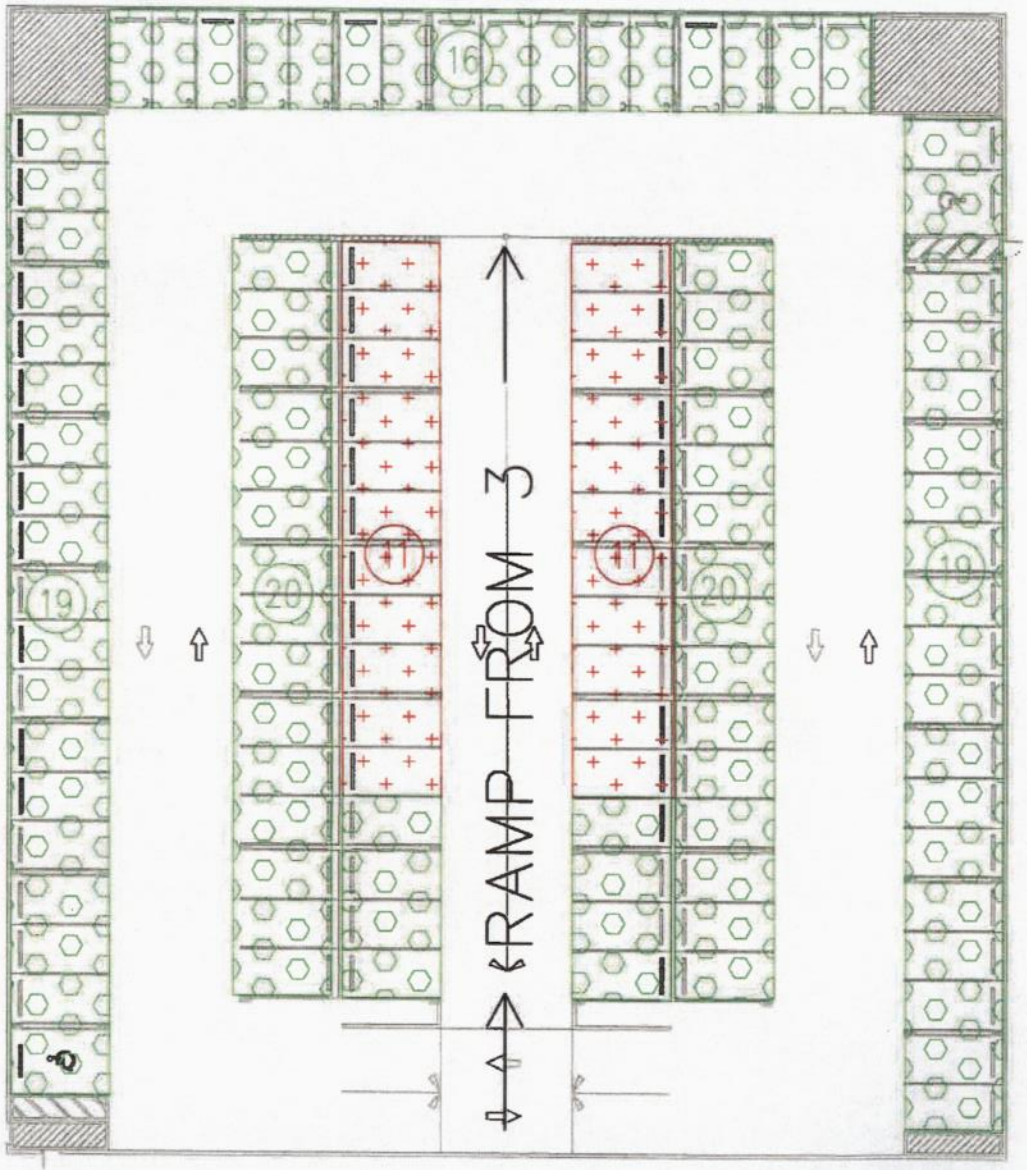
SOUTH GARAGE FLOOR 2:
30 CITY/PUBLIC
80 RESIDENT



SOUTH GARAGE FLOOR 3:
30 CITY/PUBLIC
84 RESIDENT



SOUTH GARAGE FLOOR 4:
22 CITY
92 RESIDENT



SOUTH GARAGE FLOOR 4:
17 COMMERCIAL
97 RESIDENT

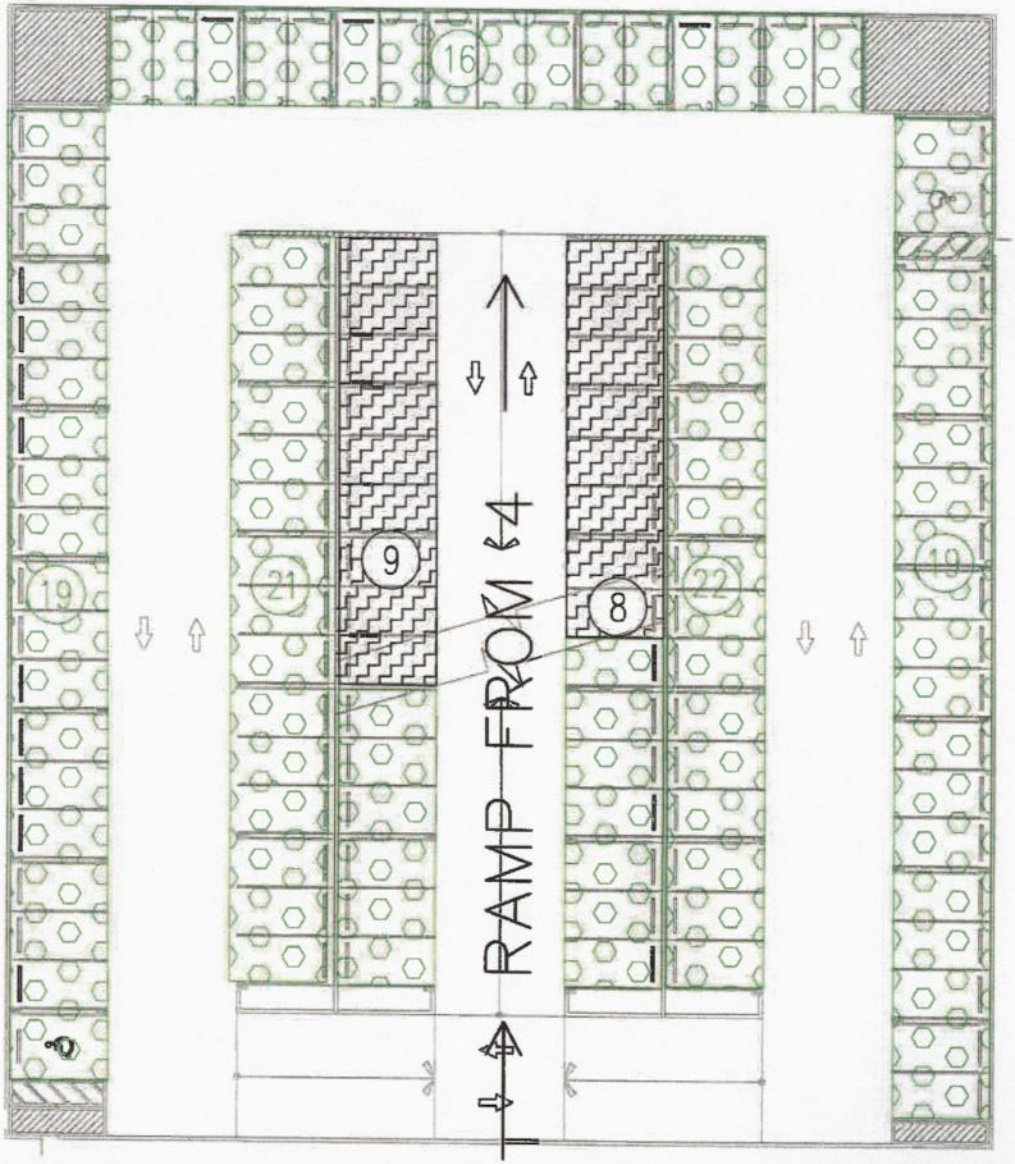


EXHIBIT "E"

CONFIRMATION OF COMMENCEMENT DATE
PARKING LEASE AGREEMENT FOR THE NORTH GARAGE

The parties hereto agree and confirm that the date of the Final Certificate of Occupancy for the North Garage has been issued, dated _____, 202_. Pursuant to the definition of "Commencement Date" in paragraph 9(a)(ii) of the Parking Lease Agreement for the North Garage dated _____, 2023, the Commencement Date for the Term of the Parking Lease Agreement for the North Garage shall be _____, 202__.

CITY:

CITY OF BOYNTON BEACH

By:_____
Mayor

OWNER:

WITNESSES:

BOYNTON BEACH TOWN CENTER APARTMENTS, LLC, a Florida limited liability company

_____
Print Name:_____

_____
Print Name:_____

By:_____
Name:_____
Title:_____

ASSIGNMENT OF PARKING LEASE AGREEMENT
North Garage

This Assignment of Parking Lease Agreement (North Garage) (this "Assignment") is made and entered into as of April 10th, 2023 by and between Boynton Beach Town Center Apartments LLC, a Florida limited liability company ("Assignor"), and Boynton Beach Town Center Apartments I LLC, Boynton Beach Town Center Apartments II LLC, Boynton Beach Town Center Apartments III LLC, Boynton Beach Town Center Apartments IV LLC, Boynton Beach Town Center Apartments V LLC, Boynton Beach Town Center Apartments VI LLC, Boynton Beach Town Center Apartments VII LLC, Boynton Beach Town Center Apartments VIII LLC and Boynton Beach Town Center Apartments IX LLC, each a Florida limited liability company, as tenants in common (collectively as "Assignee").

RECITALS:

Whereas, Assignor, Boynton Beach Town Center Apartments LLC, a Florida limited liability company, is the "Owner" under that certain Temporary Parking Easement Agreement (North Parcel) with an Effective Date of April 10, 2023, with City of Boynton Beach, Florida, as "City" thereunder (the "Agreement"); and

Whereas, Assignor desires to assign its interest in the Agreement to Assignee and Assignee desires to receive such assignment and assume the obligations of Assignor under the Agreement; and

Whereas, City has previously consented to this Assignment.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment**. Assignor hereby assigns, conveys, sets over and transfers to Assignee all of its right, title and interest in and to the Agreement.

2. **Acceptance and Assumption by Assignee.** Assignee hereby: (a) accepts the assignment described in Paragraph 1 above; and (b) agrees to assume and perform all of the obligations, responsibilities and liabilities of Assignor under the Agreement.

3. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. **Governing Law; Counterparts.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Florida. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile and pdf signatures shall be considered to be originals.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

Boynton Beach Town Center Apartments LLC, a Florida limited liability company

By: _____
Name: Robert Kantor
Title: Manager

ASSIGNEE:

Boynton Beach Town Center Apartments I LLC
Boynton Beach Town Center Apartments II LLC
Boynton Beach Town Center Apartments III LLC
Boynton Beach Town Center Apartments IV LLC
Boynton Beach Town Center Apartments V LLC
Boynton Beach Town Center Apartments VI LLC
Boynton Beach Town Center Apartments VII LLC
Boynton Beach Town Center Apartments VIII LLC and
Boynton Beach Town Center Apartments IX LLC, each a Florida limited liability company

By: _____
Name: Robert Kantor
Title: Manager of each of the above entities

CFN 20230163892
OR BK 34305 PG 914
RECORDED 5/16/2023 1:44 PM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 914 - 959; (46pgs)

PARKING LEASE AGREEMENT

South Garage

THIS PARKING LEASE AGREEMENT (the "**Agreement**") is entered into this day of March 8, 2023, by and between BOYNTON BEACH TOWN CENTER APARTMENTS, LLC, a Florida limited liability company ("**Owner**"), and CITY OF BOYNTON BEACH ("**City**").

WITNESSETH:

WHEREAS, Owner owns certain real property in Boynton Beach, Florida, as more particularly depicted on the attached **Exhibit "A"**, together with all rights, easements and appurtenances belonging or in any way pertaining thereto, and all improvements to be constructed thereon, including without limitation certain buildings, and a parking garage commonly known Garage South (the **"Garage"**) (collectively, the "**Property**"); and

WHEREAS, Owner, itself or through an affiliate thereof, and City have entered into a Development Agreement of even date herewith (the "**Development Agreement**") governing, among other things, development of the Garage, and Owner's obligations to commence construction thereunder; and

WHEREAS, pursuant to the Development Agreement and that certain City-approved master plan attached hereto as **Exhibit "B"** (the "**Master Plan**"), the Garage contemplated for construction on the Property is anticipated to contain a total of approximately 1026 parking spaces; and

WHEREAS, pursuant to that certain Parking Allocation attached hereto as **Exhibit "C"** ("**Parking Allocation**"), the approximately 983 parking spaces in the Garage shall be allocated as follows:

a. 236 parking spaces which are being leased by Owner to City pursuant and subject to the terms and conditions in this Agreement (the "**City Spaces**").

b. 747 parking spaces which are not being leased to City and are reserved by Owner for the exclusive use of its residential and commercial tenants, as depicted in the Parking Allocation as "Residential and Guest" and "Commercial" (together the "**Owner Controlled Spaces**"; the City Spaces and the Owner Controlled Spaces are referred to hereinafter together as "**All Spaces**"); and

WHEREAS, Owner desires to lease the City Spaces to City, upon the terms and conditions set forth herein; and

WHEREAS, once constructed, the Garage will provide required parking for certain City buildings and facilities;

WHEREAS, pursuant to the Master Plan, Owner plans to construct a second parking garage ("North Garage"); and

WHEREAS, simultaneous with the execution of this Agreement the parties intend to execute a substantially similar parking lease agreement for parking spaces in the North Garage;

NOW, THEREFORE, in consideration of their mutual promises, covenants and intending to be legally bound, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Construction of Garage**. The Garage will be constructed pursuant to the terms and conditions of the Master Plan and the Development Agreement and any development orders issued for the Garage.

3. **Lease of City Spaces.** Owner hereby leases to City and City hereby leases from Owner, pursuant and subject to the terms and conditions of this Agreement, the City Spaces, together with the nonexclusive use, in common with others entitled thereto, of the Common Areas, for the purpose of accessing and using the City Spaces. As constructed and installed, the City Spaces shall be located within the areas designated as the City Spaces in the site plan to be submitted to City for its approval, provided that such spaces shall be on the same levels of the Garage as depicted on the drawing attached hereto as Exhibit "D" (the remaining levels of the Garage being reserved for the Owner Controlled Spaces). The parties understand that the attached Exhibit "D" is for illustrative purposes only, remains subject to site plan review, and nothing in this Agreement shall be deemed a site plan approval or relieve Owner of its obligations to obtain the same. Notwithstanding illustrative nature of Exhibit "D," the 237 City Spaces shall be as follows, subject to the terms herein:

a. 171 parking spaces shall be designated "**Exclusive City Spaces**," which shall be for the exclusive use of the City 24 hours a day, 7 days a week. The Exclusive City Spaces shall be located no higher in the Garage than the ramp located between the mezzanine and second level of the Garage. No more than 10% of the Exclusive Parking Spaces may be compact spaces and no more than 1% of the Exclusive Parking Spaces may be motorcycle spaces.

b. 65 City Spaces shall be designated "**Nonexclusive City Spaces**," which shall be for the exclusive use of the City between the hours of 7:30 am to 6:30 pm, Monday through Friday (the "**City Control Hours**"). Except during the City Control Hours, the Nonexclusive City Spaces shall be used on a first-come, first-served basis and Owner may utilize the Nonexclusive City Spaces for other parking purposes, including commercial parking and residential parking; provided however, that Owner's use of the Nonexclusive Parking Spaces shall not be counted towards required parking for Owner's residential and commercial tenants for site planning purposes. Owner may not tow or boot vehicles from the Nonexclusive City Spaces solely because the City Control Hours have expired. No more than 10% of the Nonexclusive Parking Spaces may be compact

spaces and no more than 1% of the Nonexclusive Parking Spaces may be motorcycle spaces.

c. During the site planning process, the parties may agree to swap the location of a portion of the City Spaces with certain of those spaces depicted as "commercial spaces" on Exhibit "D."

4. **Owner Controlled Spaces.** Owner shall have the absolute right to use and control the Owner Controlled Spaces for the purpose of providing parking for its residential and commercial tenants on an exclusive basis, pursuant to rules and regulations binding such tenants as determined by Owner from time to time in its sole discretion, notwithstanding anything in this Agreement to the contrary (provided such rules and regulations shall not materially affect the use of or access to the City Spaces and are in compliance with all applicable city, state, and federal ordinances, laws, rules, and regulations). Further, Owner shall have the right to install a gate or other mechanism within the Garage, to be installed, modified, replaced, repaired and maintained at Owner's sole cost, which shall restrict access to the Owner Controlled Spaces as deemed appropriate by Owner in its sole and absolute discretion (the "**Gate**"); it being understood and agreed that the Owner Controlled Spaces are intended and reserved exclusively for the use and enjoyment of Owner's tenants, are not being leased to City, and City shall have no rights (possessory or otherwise) with respect thereto (except to enforce Owner's express obligations hereunder if necessary). Notwithstanding the foregoing, Owner's installation, maintenance, modification, replacement and repair of the Gate shall not materially interfere with City's and the public's use of the City Spaces, and all such work shall be performed in accordance with all Legal Requirements. In the event that City and Owner later agree that certain City Spaces may be located behind a Gate, such agreement shall be expressly conditioned on the understanding that the Owner may not deny the City (or City's designee, if any) access to the City Spaces behind the Gate for any reason whatsoever (it being understood that such City Spaces may be located behind the Gate, but the City (or its designee) shall at all times have continuous and uninterrupted access (via a gate fob, "clicker" or otherwise) through the Gate to and from such City Spaces). Additionally, Owner shall have the right, from time to time, alter or modify the use, design or structure (or any combination thereof) of that portion of the Garage comprising the Owner Controlled Spaces and the Common Area appurtenant thereto (the "Owner Alteration"), provided (i) Owner obtains all necessary permits and approvals for the applicable governmental authorities, (ii) the Owner Alteration, including alteration of the Common Areas appurtenant to such Owner Controlled Spaces, shall not disturb the City Spaces or the use thereof (as permitted in this Agreement).

5. **Management of Garage**. Owner, itself or through an affiliate or management company designated by Owner in its sole discretion, shall operate and maintain the Garage as a first-class facility and shall, in such capacity, among other things, assess City its Proportionate Share of Operating Expenses pursuant to Section 9 below. Notwithstanding the foregoing, however, if any portion of the City Spaces (or the Common Areas appurtenant thereto) are subject to any interference, action, condition, material waste or damage not caused solely by Owner, its agents, contractors, tenants or designees and which, in Owner's reasonable discretion, (i) impedes or restricts access to the Common Areas and/or Owner Controlled Spaces (ii) creates a visual, audial or other nuisance, (iii) violates any applicable laws or codes which violations can be lawfully

remediated by Owner, (iv) violates the any of the Rules and Regulations (defined below) or (v) otherwise causes the Garage to be less than a "first-class" facility (any of the foregoing, a "**Violation**"), then Owner shall have the right to tow or boot vehicles, perform extra cleaning or maintenance, contact the appropriate authorities, replace or repair damage or take such other action as Owner reasonably believes is necessary to remedy such violation and City shall reimburse Owner's actual charges therefor within forty-five (45) days of delivery of an invoice with reasonable detail. Reimbursement for any such Violation shall be in addition to any Operating Expenses for which City is otherwise responsible. Owner shall have the right, but not the obligation, to create reasonable rules and regulations for use of the Garage ("**Rules and Regulations**") which shall be uniformly applied in a non-discriminatory manner and shall be effective upon delivery of a copy thereof to City; provided however, that any such Rules and Regulations shall not impede or disrupt the City's rights under this Agreement (including the City's rights to use and access the City Spaces), and including the right to park vehicles in the Exclusive City Spaces during hurricanes or other natural disasters. The Owner shall operate the Garage in compliance with all applicable laws, ordinances, regulations, codes or orders of the United States, the State of Florida, county, and/or city or other applicable governmental subdivisions where the Garage is located. Owner shall comply with all such laws, ordinances, regulations, codes and orders now in effect or hereafter enacted or passed during the Term.

6. **Term and Commencement of Term.** This Agreement shall be in full force and effect from the date of the issuance of the final Certificate of Occupancy (or equivalent certification) for the Garage ("Effective Date"). The term of the Agreement **("Term")** shall commence on the date first written above. Unless sooner terminated pursuant to the terms of this Agreement, the Term shall continue from the Commencement Date for a period of one hundred (100) years and shall terminate at midnight on the last day of the one hundredth (100th) Lease Year (as hereinafter defined) **("Expiration Date").**

7. **Rent and Expenses.**

(a) Pursuant to the Development Agreement, City has provided consideration to Owner for the use of the City Spaces for the Term set forth herein, the sufficiency of which Owner hereby acknowledges.

(b) The City shall pay its Proportionate Share of the Operating Expenses (as defined in Section 9) related to the maintenance and operation of the Garage.

8. **Sales Tax Exemption**. Notwithstanding anything to the contrary set forth in this Agreement, so long as City obtains and provides a true, correct, and complete copy of a sales tax exemption certificate, issued by the Florida Department of Revenue to Owner contemporaneously with City's execution and delivery of this Agreement, City shall be exempted from paying sales tax (from which it is so exempt) under this Agreement. City shall, not later than thirty (30) days before the end of each calendar year throughout the Term provide to Owner an updated sales tax exemption certificate from the Florida Department of Revenue to establish City's exemption from sales tax for the upcoming year. In the event that, at any time during the Term, City no longer holds a valid sales tax exemption certificate from the Florida Department of Revenue or it is determined by the Florida Department of Revenue that sales tax is otherwise due on the amounts payable by City under this Agreement for any reason whatsoever, then City shall be liable for all sales taxes due under this

Agreement and shall promptly remit same to Owner. City may, upon written notice to Owner, request that Owner contest any such taxes, assessments and other charges that City reasonably determines, in its good faith judgment, are not appropriate or applicable. Owner may elect, but shall not be obligated, to accept any request by City to contest such taxes, assessments and/or other charges. In the event Owner elects to accept City's request, City shall reimburse Owner for all actual costs and expenses incurred by Owner in connection with contesting such taxes, assessments and/or other charges on City's behalf (including, without limitation, reasonable attorneys' fees) within thirty (30) days of Owner's written demand therefor. Notwithstanding any pending tax or assessment contest, City shall be obligated to pay, when and as due under this Agreement, all taxes, assessments or other charges so contested. City's obligation to pay any taxes, assessments and/or other charges under this Agreement shall not be contingent upon the resolution of any such tax contest. Owner shall provide the City with a credit for all taxes, assessments and other charges which are awarded to Owner in such tax contest to the extent applicable to City's Proportionate Share.

9. **Expenses.**

(a) Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(i) "City's Proportionate Share of Operating Expenses" shall be calculated as follows: the City shall be charged 100% of the Operating Expenses associated with the Exclusive City Spaces, which shall be calculated by dividing the number of Exclusive City Spaces by the number of total Garage spaces, then multiplying the resulting number by the total Operating Expenses of the Garage. The City shall also be charged 33% of the Operating Expenses associated with the Nonexclusive City Spaces, which shall be calculated by dividing the number of Nonexclusive City Spaces by the number of total Garage spaces, which resulting amount shall be multiplied by .33, which shall then be multiplied by the Operating Expenses of the Garage. The multiplier .33 is determined by dividing the number of hours the City will control the Nonexclusive City Spaces during one week by 168 and rounding to the nearest two decimal places. The Operating Expenses of the Exclusive City Spaces shall be added to the Operating Expenses of the Nonexclusive Spaces to determine the City's Proportionate Share of Operating Expenses. Figure 1, below, contains a mathematical illustration of the calculation described in this Section 9(a)(i).

Figure 1: City's Proportionate Share of Operating Expenses Calculation

$\frac{\text{Number of Exclusive City Spaces}}{\text{Number of Total Garage Spaces}}$	x Operating Expenses	=	Operating Expenses for Exclusive City Spaces
$\frac{\text{Number of Nonexclusive City Spaces}}{\text{Number of Total Garage Spaces}}$	x .33 x Operating Expenses	=	Operating Expenses for Nonexclusive City Spaces
Operating Expenses for Exclusive City Spaces	+ Operating Expenses for Nonexclusive City Spaces	=	City's Proportionate Share of Operating Expenses

At present, the parties anticipate that the City's Proportionate Share of Operating Expenses shall be 19.57% of the total Operating Expenses of the Garage.

(ii) "Commencement Date" shall mean that "Commencement Date" as set forth in that certain Confirmation of Commencement Date completed and executed by City and Owner on the form attached as **Exhibit "E"** hereto. Upon the issuance of a final certificate of occupancy for the Garage (or upon another milestone agreed in writing by Owner and City), then Owner and City shall promptly execute the Confirmation of Commencement Date with the applicable date of issuance of such certificate of occupancy (or other agreed date) inserted as the Commencement Date.

(iii) "Common Areas" shall mean all areas located within the Garage excluding the actual parking spaces comprising All Spaces. To avoid confusion, Common Areas shall include all utilities, drainage, driveways, structures, elevators, ductwork, risers, decoration (including, without limitation, artwork), landscaping, ramps and all other portions of the Garage, including, without limitation, those Common Areas which serve the Garage and/or All Spaces.

(iv) "Lease Year" shall mean the following time periods: the first Lease Year shall commence upon the Commencement Date and end on December 31; and each Lease Year thereafter shall commence upon January 1 after the end of the prior Lease Year, and shall end on

December 31 of that year. Any calculations based on the first Lease Year and last Lease Year shall be prorated accordingly.

(v) "Operating Expenses" shall mean all costs and expenses which Owner actually incurs for operating, maintaining and repairing the Garage, the parking areas (including, without limitation, All Spaces), and the Common Areas. Operating Expenses shall include the following with respect to the Garage and Owner and any manager or operator engaged to manage the Garage and others engaged in the operation, maintenance and repair thereof: (a) market rate management fees, including, to the extent permitted under the applicable management contract, employee compensation, benefits and taxes; (b) all charges for water, sewer, electricity and other utilities and services which are not separately metered, pest control, and rubbish removal, and taxes thereon; (c) the cost of all supplies, tools, materials and equipment; (d) the cost of repairs, maintenance, alterations, replacements and painting; the cost of cleaning, maintenance and landscaping of Common Areas and window cleaning; (e) the cost of capital improvements to any portion of the Garage; (f) all taxes and assessments (including, without limitation, real estate taxes); (g) insurance costs; and (h) all other costs customarily treated as operating expenses or taxes in buildings of this nature. Operating Expenses do not include salary, benefits, or bonuses of Owner's employees or officers employed by Owner or any subsidiary of Owner or entity related to Owner; or other expenses not directly related to the operation of the Garage. Notwithstanding the foregoing, the City shall not be required to pay taxes and assessments from which it is lawfully exempt, and in the event Owner receives any reduction in taxes or assessments owed or paid, which reduction can be verified as resulting directly from the City's status as a governmental entity, such savings shall be passed directly on to the City. Any Operating Expenses associated solely with the Owner Controlled Spaces shall not be included in the calculation of City's Proportionate Share of Operating Expenses.

(vi) Rights. City acknowledges that Owner shall have the right to install facilities within the Common Areas for the benefit of the Garage and to perform services for the benefit of the Garage, of Owner, of Owner's tenants, and of the licensees, employees, customers, visitors and invitees of the Garage, and to pass through to the City its proportionate share of the costs of operating, maintaining and insuring such facilities and performing such services, which may include, without limitation, additional security, trash compaction and disposal, litter control, and landscape maintenance of the Garage. Owner's costs of operating, maintaining and insuring any such facilities and providing any such services for the benefit of the Garage as a whole, as well as all costs passed through to Owner by the City or incurred directly by Owner for operating, maintaining and insuring the Common Areas, as well as all other costs incurred by Owner in connection with administering, operating, maintaining and insuring the Garage, shall be included, in proportionate share, in Operating Expenses for purposes hereof. Notwithstanding anything to the contrary in this Agreement, to the extent that any material improvements to the Garage contemplated by Owner directly affect the City Spaces or City's right to the use of the City Spaces, Owner shall be required to obtain the prior written consent of City, which consent shall not be unreasonably withheld, delayed or conditioned by City, and City shall be responsible for City's Proportionate Share of Operating Expenses with respect to such improvements. However, to the extent that any improvements to the Garage only:

(A) Affect the City Spaces or City's right to the use of the City Spaces under this Agreement, City shall be solely responsible for all costs of construction, installation, maintenance, repair, and replacement of such improvements; and

(B) Affect the Owner Controlled Spaces or Owner's right to the use of the Owner Controlled Spaces under this Agreement, then Owner shall be solely responsible for all costs of construction, installation, maintenance, repair, and replacement of such improvements.

(b) Payment of City's Proportionate Share. Commencing as of the Effective Date, City agrees to pay to Owner, in accordance with the methodology set forth in Section 9(a)(i), the City's Proportionate Share of Operating Expenses (prorated for any partial Lease Year at the beginning or end of the Term).

(c) Estimate. For each Lease Year during the Term, Owner shall supply City with an estimate of the City's Proportionate Share of Operating Expenses ("Owner's Estimated Expense Computation") for such Lease Year. City shall pay to Owner on the first day of each month during the Lease Year one-twelfth (1/12) of Owner's Estimated Expense Computation. For each Lease Year during the Term, Owner shall notify City of the actual annualized Operating Expenses for the Lease Year just concluded ("Owner's Actual Expense Computation"). Owner's Actual Expense Computation shall be prorated for any fraction of a Lease Year in which the Term begins or ends. If the Owner's Estimated Expense Computation paid by City to Owner with regard to any Lease Year is less than the Owner's Actual Expense Computation with regard to the same Lease Year, the amount of such shortfall shall be taken into account in calculating the Owner's Estimated Expense Computation for the following Lease Year (and shall thereby increase the following Lease Year's estimated payments by the amount of such shortfall). If the portion of the Owner's Estimated Expense Computation paid by City to Owner with regard to any Lease Year exceeds the Owner's Actual Expense Computation with regard to the same Lease Year, the excess shall be taken into account in calculating the Owner's Estimated Expense Computation for the following Lease Year (and shall thereby decrease the following Lease Year's estimated payments by the amount of such excess).

(d) Right to Audit. City shall have the right, at its sole cost and expense, within sixty (60) days from receipt of Owner's Actual Expense Computation, to audit or have its appointed accountant audit Owner's records related to Owner's Actual Expense Computation, provided any such audit may not occur more frequently than once during each Lease Year occurring during the term of the Agreement. City must raise any objection to any item contained within the Owner's Actual Expense Computation by providing written notice of such objection to Owner within thirty (30) days after its completion of the audit of Owner's records. If City has paid in excess of its Proportionate Share of Operating Expenses, then Owner will immediately adjust the Estimated Expense Computation to take into account the amount of the overpayment.

(e) Changes to Common Areas. City acknowledges that (subject to applicable laws, codes and ordinances) the Owner has the right to: change or modify and add to or subtract from the sizes, locations, shapes and arrangements of parking areas, entrances, exits, parking aisle alignments, lighting, landscaping, and other Common Areas and Common Area improvements and facilities located within the Garage; establish and, from time to time, change the level or grade of parking surfaces and do and perform such other acts in and to Common Areas as Owner, in its sole discretion, deems advisable. Notwithstanding the foregoing, except as required by applicable law, Owner will not modify or rearrange the City Spaces without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned, or delayed. In no case shall the City Spaces

be moved to a higher level than depicted on Exhibit "D" unless expressly consented to by the City in its sole discretion.

(f) Demolition of Garage. After 30 years from the Effective Date, the Owner has the right to demolish the garage and construct new parking garage improvements on the Property; provided however that Owner may exercise such right only if the following conditions are met:

(A) Except in cases where immediate demolition is required to protect public health or provide public safety, Owner shall provide the City at least one year's advance written notice of such demolition;

(B) Owner must obtain, at its sole expense, all necessary approvals and permits;

(C) Owner must, at its sole expense, provide to City parking in a substantially equivalent amount of parking spaces in an alternative location and with the same rights to use, occupy, manage, charge for (meter), and tow temporarily during the demolition and construction of the new parking garage. In the event the temporary parking provided is more than .25 miles from the entrance to City Hall, Owner shall provide, at its sole expense, shuttle service not less than once per hour and for which the average shuttle trip time does not exceed 15 minutes; and

(D) Upon completion of the new parking garage, this Agreement shall remain in full force and effect and Developer and City shall recognize the new parking garage as the Garage.

In the event Developer exercises its right to demolish the Garage, the City may, in its sole discretion, elect (x) to terminate this Agreement instead of accepting alternative parking arrangements, or (y) to allow the Agreement to remain in full force and effect but provide its own alternative parking arrangements, during which City shall not pay any fees or costs of any kind to Owner.

10. **Late Charge and Default Interest.** Any payment owed by City not received within thirty (30) calendar days of the date due shall bear an administrative late charge of Twenty-Five and 00/100 Dollars ($25.00) and shall bear interest at ten (10%) per annum. If any check given to Owner for any payment under this Agreement is dishonored, for any reason whatsoever not attributable to Owner, in addition to all other remedies available to Owner, at Owner's option, all future payments from City shall be made by Cashier's Check drawn on a bank located in the Palm Beach County or by wire transfer to Owner's account.

11. **Payment of Utilities.** Subject to reimbursement by City as part of the Operating Expenses, Owner shall provide and pay for any electrical or other utility services required to operate the City Spaces. Owner makes no warranty or representation as to the quality or capacity of utility service to the City Spaces.

12. **Use of City Spaces.**

(a) City shall use the City Spaces solely for the parking of motor vehicles and for no other purpose. The City may, in its sole discretion, allow the general public to park in all, some, or none of (i) the Exclusive City Spaces at all times and (ii) the Nonexclusive City Spaces only during the City Controlled Hours.

(b) City acknowledges that all parking in the Garage is currently on a self-parking basis. City covenants and agrees that notwithstanding anything in Section 5 above or otherwise in this Agreement to the contrary, Owner shall have no obligation, liability, or responsibility to City should the City Spaces be occupied at any time or times by vehicles not so authorized or directed by Owner.

(c) During the Term of this Agreement, City, at its sole expense, shall have the right to install or otherwise designate (via paint or other approved format) and maintain appropriate signage of the City Spaces, including signage indicating that the Exclusive City Spaces are for the sole use of City, that the Nonexclusive Spaces are for the sole use of the City during the City Control Hours, and that violators will be subject to towing at the violators' expense. Any signage that City intends to be installed shall first be submitted to Owner for its review and approval which shall not be unreasonably withheld, conditioned, or delayed. City, at its sole cost and expense, shall prior to installation of signage, obtain all required governmental, quasi-governmental, and other permits and approvals.

(d) During the Term of this Agreement, City, at its sole expense, shall have the right to install and maintain metered parking equipment and such other equipment and facilities as are necessary in connection with allowing the public use of all or any portion of the City Spaces in the ordinary course, whether with or without charge, on an hourly or daily basis. Any equipment that City intends to be installed shall first be submitted to Owner for its review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed provided that such installation will comply with applicable law and will not materially impact the structural integrity of the Garage, any electrical or other systems in the Garage, or otherwise have any material adverse impact upon the Garage or its use and operation. City, at its sole cost and expense, shall, prior to installation of such equipment, obtain all required governmental, quasi-governmental, and other permits and approvals. City shall be responsible for all costs of installation, maintenance, and repair of such equipment and facilities, and shall coordinate same with Owner and any third-party manager of the Garage at no expense to Owner or such third-party manager; City shall be entitled to all revenue resulting from such use of the City Spaces, and such amounts shall either be collected by or paid to City, or if collected by Owner or any third-party manager, shall be paid to City or, at the option of the City in its sole discretion, applied to reduce City's obligations with respect to City's Proportionate Share of Operating Expenses. If City should elect to have metered parking equipment installed for its facilities during the initial construction or at any time thereafter, City shall pay for and/or reimburse Owner for the total construction cost for the additional metered parking equipment.

(e) City, at its sole expense, may also contract with a duly licensed towing company to service the City Spaces and to enforce the signage described in Section 12(c), above. If City elects to contract with such a towing company, City shall promptly furnish Owner with a copy of its written contract with the towing company, and shall require the towing company to furnish insurance in connection with its services in a form and in amounts reasonably required by the Owner, and such insurance shall name the Owner as an additional insured.

(f) City, at its sole expense, may also contract with a management company to operate the City Spaces or any aspect thereof, including metering, charging, maintenance, signage, and other aspects. Such manager shall reasonably coordinate with Owner and any manager employed by Owner for the operation of the Garage. This Section 12(f) shall not interfere with or

reduce the Owner's rights pursuant to Sections 5 and 9 of this Agreement, including but not limited to the right to pass through to the City its proportionate share of the costs of operating the Garage.

(g) City covenants that, during the Term, no part of the City Spaces shall be used in any manner whatsoever for any purposes other than as set forth in this Section 12 or in violation of the laws, ordinances, regulations, codes or orders of the United States, the State of Florida, county, and/or city or other applicable governmental subdivisions where the City Spaces are located. City shall comply with all such laws, ordinances, regulations, codes and orders now in effect or hereafter enacted or passed during the Term insofar as the City Spaces and any signs of the City are concerned (collectively, **"Legal Requirements").**

(h) The City Control Hours have been determined based on the operating hours of the City's facilities. In the event the such operating hours change, the City may request that Owner agree to modify the City Control Hours accordingly, which agreement shall not be unreasonably withheld, conditioned, or delayed, and in which case the City's Proportionate Share of Operating Expenses shall be adjusted accordingly.

13. **City's Insurance.** City may elect to self-insure against certain risks, including certain risks related to City's rights under this Agreement and to City's occupation or use of the City Spaces. City shall keep Owner reasonably apprised of any material changes to its self-insurance program (e.g., any current action or planned actions to make significant increases or decreases in the reserves for such purpose or to modify the source or method of replenishment of such reserves). Notwithstanding the foregoing, to the extent that City obtains any insurance policy from a private insurer (rather than a governmental insurance pooling arrangement or other self-insurance method), City, at its sole cost, shall maintain such coverages with admitted insurers authorized to do business in the State of Florida and which are rated "A-/VIII" or equivalent in Best's Key Rating Guide, or any successor thereto (or if there is none, a rating organization having a national reputation); City shall provide to Owner a copy of each such policy or a certificate of insurance prior to the Commencement Date (or if City later elects to obtain insurance in lieu of self-insurance, then City shall immediately notify Owner in writing of such election and provide a certificate of insurance which conforms to the requirements of this Section). If permitted by the insurer or the terms of City's insurance pooling arrangement or other self-insurance method, any policy of insurance maintained by City in connection with the Garage shall name Owner as an additional insured, and if required by any mortgagee, shall name such mortgagee as additional insured. Furthermore, any policy of insurance maintained by City in connection with the Garage shall provide that written notice shall be given to all insured parties, additional insured parties, and holders of certificates of insurance at least thirty (30) days prior to suspension, cancellation, termination, modification, non-renewal or lapse or material change of coverage. Subject to applicable law, in no event shall the limits of any insurance policies (or City's election to self-insure as to any risks in connection with the Garage) limit the liability of City under this Agreement.

14. **Waiver of Claims.** Except for claims arising from Owner's intentional or negligent acts that are not covered by City's insurance required by this Agreement, subject to applicable law, City or any party claiming through City (or both) (collectively, **"City Parties")** hereby waives all claims against Owner and Owner's members, and each of their respective members, managers, officers, agents, employees, and independent contractors (collectively, **"Owner Parties")** for injury or death to persons, or damage to property or to any other interest of any of the City Parties, resulting from: (i) any occurrence in or upon the Garage; (ii) wind, rain, hurricane, flooding, fire, explosion, hail, or other

casualty or act of God; and (iii) vandalism, assault, battery, malicious mischief, theft or other acts or omissions of any third parties not caused by Owner's failure to operate the Garage in all material respects as required by this Agreement.

15. **Indemnification by City.** Subject to applicable law, City shall indemnify, defend, and hold harmless Owner and Owner's members, and each of their respective members, managers, employees, independent contractors, attorneys, and agents, and each of their respective heirs, representatives, successors and assigns, from and against any and all claims, expenses, damages and liabilities of every kind and nature whatsoever including, without limitation, reasonable attorneys' fees, court costs, litigation expenses, and penalties, arising out of, caused by, or related to the use of the City Spaces by City and its employees, independent contractors, invitees, or agents, and the conduct and/or actions of any of City's employees, independent contractors, invitees, guests, or agents relating thereto up to the amount specified in Section 768.28, Florida Statutes, whether such claim lie in indemnity, contract, tort, or otherwise. This Section 15 shall survive the termination of the Agreement.

16. **Indemnification by Owner.** Owner (and Owner's heirs, successors, and assigns) shall indemnify, defend, and hold harmless City and City's managers, employees, independent contractors, attorneys, and agents, and each of their respective heirs, representatives, successors and assigns, from and against any and all claims, expenses, damages and liabilities of every kind and nature whatsoever including, without limitation, reasonable attorneys' fees, court costs, litigation expenses, and penalties, arising out of, caused by, or related to any acts of negligence or intentional misconduct by Owner or any of its employees, independent contractors, invitees, guests, or agents. This Section 16 shall survive the termination of the Agreement.

17. **Events of Default by City.** Upon the happening of one or more of the following events **("Event of Default"),** Owner shall have any and all rights and remedies hereinafter set forth:

(a) if City shall fail to pay any sum due from City to Owner within forty-five days (45) calendar days after City receives written notice of the failure to pay after the payment is due;

(b) if City attempts to transfer its rights under this Agreement without Owner's prior written consent including any attempt to assign this Agreement or sublease all or any portion of the City Spaces without Owner's prior written consent;

(c) if City violates any other material term, condition, or covenant in this Agreement which is to be performed by City, and fails to remedy the same within ninety (90) days after written notice of the default is given by Owner to City. Such written notice shall give reasonable detail as to the nature and extent of the default and identify the Agreement provisions containing the obligations. If the default cannot reasonably be cured within ninety (90) days, City shall not be in default of this Agreement if City, during said ninety (90) day period, commences to cure the default and diligently continues in good faith to cure the default until completion.

18. **Remedies of Owner.**

(a) If any monetary Event of Default by City occurs, then, in addition to any other remedies of Owner, Owner shall have Owner shall have the right to bring an action to recover all sums due, which may include an action for revenues generated by the City Spaces (including, if necessary, court selection of a receiver) to be paid to Owner up to the amount owed.

(b) If any Event of Default by City occurs, in addition to or instead of the remedies described in this Agreement, Owner may exercise any right or remedy now or hereafter existing at law or in equity or by statute.

(c) If any Event of Default by City occurs, Owner, in addition to other rights and remedies it may have, shall have the right to remove all personal property, including signage, from the City Spaces and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of City, and Owner shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise, and City hereby waives any and all claims against Owner for loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

Any amounts which may be due Owner shall include any costs, expenses, or any other amounts payable pursuant to this Agreement.

(d) If City fails to maintain any insurance required by law, Owner shall have the right to force-place such insurance with respect to the City's rights under this Agreement or to add City as an additional insured under a policy of Owner's as to City's rights under this Agreement, and Owner shall have the right to charge City for any amounts required to purchase such insurance (or to be reimbursed for such amounts).

(e) Any and all rights, remedies and options given in this Agreement to Owner shall be cumulative and in addition to and without waiver of, or in derogation of, any right or remedy under this Agreement or provided under any law now or hereafter in effect.

(f) No cure periods shall apply to any emergencies or to failure to maintain and furnish insurance.

(g) It is expressly understood that the remedies provided in the Event of Default by the City shall be in the form of damages or equitable relief, which may include, specific performance, and injunctive relief (it being understood monetary damages may not be a sufficient remedy for City's default hereunder), and shall not result in termination of this Agreement.

19. **Event of Default by Owner.** Owner shall be in default of this Agreement ("Owner Event of Default") if it fails to perform any provision of this Agreement that it is obligated to perform, and if the failure to perform is not cured within ninety (90) days of written notice of the default from City to Owner. Such written notice shall give reasonable detail as to the nature and extent of the default and identify the Agreement provisions containing the obligations. If the default cannot reasonably be cured within ninety (90) days, Owner shall not be in default of this Agreement if Owner, during such ninety (90) day period, commences to cure the default and diligently continues in good faith to cure the default until completion.

20. **Remedies of City.** If Owner shall have failed to cure any Owner Event of Default, after applicable written notice and opportunity to cure, City may terminate this Agreement, may seek damages or specific performance, which may include injunctive relief, and may exercise any right or remedy now or hereafter existing at law or in equity or by statute.

21. **Non-Waiver.** Any failure of either party to insist upon strict performance of any part or provision of the Agreement shall not be deemed a waiver, and shall not waive or diminish such party's right thereafter to demand strict compliance therewith or any other provision and shall not prejudice or affect such party's rights in event of a subsequent default. Except as otherwise provided in this Agreement, each party's rights and remedies under this Agreement are cumulative. No delay or failure by either party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

22. **No Assignment or Sublease/Change in Ownership.**

(a) City may not assign this Agreement in whole or in part, nor sublease all or any portion of the City Spaces, without the prior written consent of Owner in each instance, which consent shall be at Owner's sole discretion; provided, however, that the foregoing shall not prohibit the City from allowing public use of all or any portion of the City Spaces in the ordinary course, whether with or without charge, on an hourly or daily basis. The consent by Owner to any assignment or sublease shall not constitute a waiver of the necessity for such consent to any subsequent assignment or sublease. No assignment, sublease, occupancy or collection shall be deemed acceptance of the assignee, sub-lessee, or occupant, or as a release of City from the further performance by City of the covenants on the part of City herein contained. Despite Owner's consent to an assignment or sublease, City shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions hereof or any rent or other sums to be paid hereunder unless otherwise expressly consented to by Owner in its sole discretion. Any attempted assignment or sublease without Owner's prior written consent shall be void and shall constitute an Event of Default.

(b) City acknowledges and agrees that, subject to the terms of this Agreement, any and all right and interest of Owner in and to the City Spaces and the Property, and all right and interest of Owner in this Agreement, may be conveyed or assigned at the sole discretion of Owner at any time provided such conveyance or assignment is of the whole Agreement and the party conveyed or assigned to is recognized as Owner under this Agreement.

(c) If Owner, in its sole and absolute discretion, consents to an assignment or sublease of all or any portion of the City Spaces, the form of such documents shall be as acceptable to Owner in its sole and absolute discretion.

23. **Subordination and Attornment.**

(a) From time to time, Owner may request the City to subordinate its rights hereunder to mortgage or other method of financing or refinancing through a subordination, non-disturbance, and attornment agreement ("SNDA"). Any subordination must be effectuated through an SNDA reasonably acceptable to the City so as to ensure the City's rights under this Agreement are continued without interruption for the Term of this Agreement. So long as the above-described

conditions are met and the City has adequate assurances this Agreement will not be disturbed, the City shall approve of the SNDA. So long as such request is received more than 10 days before a City Commission meeting, the SNDA shall be placed on the next City Commission agenda, and if received less than 10 days before the next City Commission meeting, shall be placed on the agenda of the next available regularly scheduled meeting. Further, the City and Owner agree to work together with reasonable diligence and in good faith to create a standard form of SNDA to expedite such requests.

(b) If any proceedings are brought for the foreclosure of, or if exercise of the power of sale occurs under, any mortgage covering the City Spaces and/or the Property; or if a deed is given in lieu of foreclosure of any such mortgage, City shall attorn to the purchaser, mortgagee, or grantee in lieu of foreclosure, upon any such foreclosure or sale or transfer in lieu of foreclosure, and recognize such purchaser, mortgagee, or grantee in lieu of foreclosure, as Owner under this Agreement.

24. **Estoppel.** Owner and City agree that each will, at any time and from time to time, within thirty (30) days following written notice by the other party hereto specifying that it is given under this Section 24, execute, acknowledge and deliver to the party who gave such notice, or its designate, a statement in writing certifying this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect and stating the modifications), and the date to which any payments due hereunder from City have been paid in advance, if any, and stating whether or not there are defenses or offsets claimed by the maker of the certificate and whether or not to the best of knowledge of the signer of such certificate the other party is in default in performance of any covenant, agreement or condition contained in this Agreement, and if so, specifying each such default of which the maker may have knowledge. The failure of either party to execute, acknowledge and deliver to the other a statement in accordance with the provisions of this Section 24 within such thirty (30) day period shall constitute an acknowledgment, by the party given such notice, which may be relied on by any person holding or proposing to acquire an interest in the Property or any part thereof or the City Spaces or this Agreement from or through the other party, that this Agreement is unmodified and in full force and effect and that such amounts have been duly and fully paid to and including the respective due dates immediately preceding the date of such notice and shall constitute, as to any person entitled as aforesaid to rely upon such statements, waiver of any defaults which may exist prior to the date of such notice; provided, however that nothing contained in the provisions of this Section 24 shall constitute waiver by Owner of any default in payment of any amounts owed as of the date of such notice and, unless expressly consented to in writing by Owner, and City shall still remain liable for the same.

25. **Right of Entry.** Owner and Owner's agents may enter the Garage at all reasonable times to examine the City Spaces (as well as other portions of the Garage), and to show the Garage to prospective purchasers, mortgagees, or other interested parties, and to make such repairs, alterations, improvements or additions as Owner may deem necessary or desirable (including, without limitation, actions taken pursuant to Section 5 or 9 above), and Owner shall be allowed to take all material into and upon the City Spaces that may be required therefor without the same constituting a termination of or infringement upon City's rights in whole or in part, provided however that should such material remain in the City Spaces more than 3 calendar days the amounts payable to Owner shall be abated in proportion to the reasonably determined loss of use and access to the City Spaces while the repairs, alterations, improvements, or additions are being made. If City shall not be present to open and permit

entry into the City Spaces, at any time, when for any reason an entry will be necessary or permissible, Owner or Owner's agents may enter the same without in any manner affecting the obligations and covenants of this Agreement.

26. **Hazardous Materials and Environmental Laws; Indemnity.**

City shall not cause or permit the City Spaces to be used for the generation, handling, storage, transportation, disposal or release of any Hazardous Materials except as specifically exempted or permitted under applicable Environmental Laws, and City shall not cause or permit the City Spaces or any activities conducted thereon to be in violation of any current and/or future applicable Environmental Laws. City agrees to indemnify, defend and hold Owner (and Owner's members, principals, affiliates, directors, officers, employees, mortgagees, ground Owners, heirs, successors and assigns, as applicable) harmless from and against any and all claims, losses, damages (including all foreseeable and unforeseeable consequential and incidental damages), liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and orders, judgments, remedial action, requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, without limitation, attorneys' fees and expenses at both trial and appellate levels), directly or indirectly resulting in whole or in part from the violation of any Environmental Laws applicable to any activity conducted thereon, and from any use, generation, handling, storage, transportation, disposal or release of Hazardous Materials at or in connection with the Garage and City's use thereof, or any contamination, detoxification, closure, cleanup or other remedial measure required under any Environmental Laws. This indemnity shall survive the full payment of charges under this Agreement and the expiration or earlier termination of this Agreement, and shall inure to the benefit of Owner and Owner's heirs, personal representatives, successors and assigns.

As used herein, "Hazardous Materials" means: substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "containments", or other pollution under applicable federal, state, commonwealth, county, municipal, or local laws, ordinances, codes, rules, regulations or orders now or hereafter in effect.

As used herein "Environmental Laws" means: any applicable current federal, commonwealth, state, county, municipal, or local laws, ordinances, rules, codes, regulations, or orders pertaining to Hazardous Materials or industrial hygiene or environmental conditions.

27. **Time of the Essence.** Time is of the essence regarding the performance of every provision of this Agreement.

28. **Limitation of Liability of Owner.** Notwithstanding any provision to the contrary contained in this Agreement, City shall look solely to the estate and property of Owner (which term Owner, for the purposes of this Section 28 only includes any party with a real property interest in any portion the Property including a leasehold interest) in the event of any claim against Owner arising out of or in connection with this Agreement, the relationship of Owner and City, or City's use of the City Spaces, and City agrees that the liability of Owner arising out of or in connection with this Agreement, the relationship of Owner and City, or City's use of the City Spaces, shall be limited to such estate and property of Owner in and to the Property. No properties or assets of Owner other than

the estate and property of Owner in and to the Property, and no property owned by any affiliate of or member of Owner shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of City arising out of or in connection with this Agreement, the relationship of Owner and City or City's use of the City Spaces. In the event of Owner bankruptcy, all City's rights under this Agreement (including the rights of use and access to the City Spaces, and amount and timing of payment) shall be considered appurtenant to the Property for the balance of the Term and shall be considered enforceable rights but may be subject to any limitation or subordination found in any SNDA entered into pursuant to Section 23(a) above.

29. **Waiver of Jury Trial.** OWNER AND CITY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) THIS AGREEMENT, OR (II) CITY'S USE OF CITY SPACES AND THE GARAGE. THE WAIVERS SET FORTH IN THIS SECTION ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT TO BOTH PARTIES IN AGREEING TO ENTER INTO THIS AGREEMENT.

30. **Notices.** All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given:

(a) when personally delivered; or

(b) the next Business Day after being sent by reputable overnight express courier (charges prepaid); or

(c) when received if by facsimile or e-mail transmission, so long as notice is concurrently provided to the parties to this Agreement by a method set forth in Section 30(a) or Section 30(b).

Unless another address is specified in writing, notices, demands and communications to the parties shall be sent to the addresses indicated below:

If to City:

Dan Dugger, City Manager
100 E. Ocean Avenue
Boynton Beach, FL 33435
Email: DuggerD@bbfl.us

With a copy to:

Michael Cirullo, Jr.
Goren Cherof Doody and Ezrol, PA
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308
MCirullo@gorencherof.com

Kathryn Rossmell
Lewis, Longman & Walker, PA
360 S. Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401
krossmell@llw-law.com

If to Owner:

Jerneb Acquisition Corp. I
c/o Time Equities, Inc.
55 Fifth Avenue – 15th Floor
New York, New York 10003
Attention: Robert Kantor and Robert Singer
Email: rkantor@timeequities.com
rsinger@timeequities.com

With a copy to:

Mark J. Lynn, Esq.
Greenspoon Marder LLP
200 E. Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301
e-mail: mark.lynn@gmlaw.com

If any party refuses to accept any attempted delivery of notice in any of the foregoing manners, then notice shall be deemed to have been delivered upon such refusal. Any party hereto shall have the right to change its address for notice if written notice is given to all other parties in accordance with the notice provisions hereof.

31. **Miscellaneous.**

(a) Accord and Satisfaction. No payment by City or receipt by Owner of a lesser amount than the amount stipulated in this Agreement to be paid shall be deemed to be other than on account of the earliest stipulated payable amounts, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such amount or pursue any other remedy provided herein or by law.

(b) Entire Agreement. This Agreement and the exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all covenants, promises, agreements, conditions and understandings between Owner and City concerning the City Spaces and there are no covenants, promises, conditions or understandings, either oral or written, between them other than are herein set forth. Neither Owner nor Owner's agents have made nor shall be bound to any representations with respect to the City Spaces except as herein expressly set forth, and all representations, either oral or written, shall be deemed to be merged into this Agreement. Except

as herein otherwise provided, no subsequent alteration, change or addition to this Agreement shall be binding upon Owner or City unless reduced to writing and signed by them.

(c) Successors and Assigns. All rights, obligations, and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, legal representatives, and permitted successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee of City unless the assignment to such assignee has been approved by Owner in writing as provided herein. Nothing contained in this Agreement shall in any manner restrict Owner's right to assign this Agreement and, in the event Owner sells its interest in the Property and the purchaser assumes Owner's obligations and covenants, Owner shall thereupon be relieved of all further obligations hereunder.

(d) Captions and Section Numbers. The captions, section numbers, and article numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

(e) Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) Construction of Language. Whenever in this. Agreement the context allows, the terms "Agreement," "Term" and "Term of this Agreement", or terms of similar import, shall be deemed to include all renewals, extension or modifications of this Agreement or the Term. The word "including" when used in this Agreement shall be deemed to mean "including, but not limited to," or "including without limitation." Whenever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and the neuter, references to the neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and the singular to include the plural. The headings of sections or subsections in this Agreement are for convenience only and shall not be relevant for purposes of interpretation of this Agreement. This Agreement has been negotiated "at arm's length" by Owner and City, each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Agreement. Therefore, this Agreement shall not be more strictly construed against either party by reason of the fact that one party may have drafted this Agreement.

(g) Counterparts/ Electronic or Facsimile Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument. The electronic signature of any party hereto shall be as binding as the original signature of such party for all purposes; and the copy of any parties' signature to this Agreement delivered by facsimile, e-mail, or such other electronic means shall be as binding and enforceable as the parties' original signature to this Agreement.

(h) Governing Law/Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any action arising out of, or in connection to, this Agreement or between the parties hereto, shall be brought exclusively in the courts of Palm Beach County, Florida.

(k) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of partners or co-venturers, or creating or establishing the relationship of a joint venture between Owner and City. The provisions hereof are for the exclusive benefit of the parties, and no other person or entity, including creditors of any party hereto, shall have any right or claim against any party by reason of those provisions or be entitled to enforce any of those provisions against any party.

(l) Agreement Subject to Covenants, Conditions, and Restrictions. City acknowledges and agrees that its rights hereunder are subject to, and subordinate to the declarations, covenants, conditions, restrictions, easements, and agreements of record as of the date of this Agreement.

(m) Radon Gas Notification. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(n) Sovereign Immunity. The parties agree that the City is a political subdivision of the State of Florida and therefore is entitled to sovereign immunity. Except as expressly provided herein, nothing in this Agreement shall be construed to require the City to indemnify Owner, or insure Owner for its negligence or to assume any liability for Owner. Further, any provision in this Agreement that requires the City to indemnify, hold harmless or defend Owner from liability for any other reason shall not alter the City's rights of sovereign immunity or extend the City's liability beyond the limits established in Section 768.28 of the Florida Statutes, as it may be amended from time to time. Nothing in this Agreement shall be deemed a waiver of the City's rights of sovereign immunity, and in no case shall the City's liability exceed the amount specified in Section 768.28, Florida Statutes, whether such claim lie in indemnity, contract, tort, or otherwise.

(o) Recorded Document. The City shall record this Agreement or a memorandum thereof in the Public Records of Palm Beach County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

This Parking Lease Agreement is entered into and acknowledged by City and Owner as of the date first stated above.

Approved for Form by City Attorney

CITY:

CITY OF BOYNTON BEACH

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

By: _____
Ty Penserga, Mayor

MAR8 '23 5:28PM
CITY CLERK
BOYNTON BEACH

01889373-2
52983123_1

Note: Notarized signature page inserted for recording purposes.

This Parking Lease Agreement is entered into and acknowledged by City and Owner as of the date first stated above.

Approved for Form by City Attorney

CITY:

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11 day of MAY, 2023 by **Ty Penserga, as Mayor of the City of Boynton Beach**, who is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

LYNN M. SWANSON
MY COMMISSION # HH 155706
EXPIRES: November 17, 2025
Bonded Thru Notary Public Underwriters

OWNER:

WITNESSES:

Print Name: LORI RICCIO

Print Name: Cristina Mejia

BOYNTON BEACH TOWN CENTER APARTMENTS, LLC, a Florida limited liability company

By:
Name: Robert Kantor
Title: Manager

NOTE: Notarized Signature Page Inserted for Recording Purposes

Boynton Beach Town Center Apartments I LLC
Boynton Beach Town Center Apartments II LLC
Boynton Beach Town Center Apartments III LLC
Boynton Beach Town Center Apartments IV LLC
Boynton Beach Town Center Apartments V LLC
Boynton Beach Town Center Apartments VI LLC
Boynton Beach Town Center Apartments VII LLC
Boynton Beach Town Center Apartments VIII LLC and
Boynton Beach Town Center Apartments IX LLC, each
a Florida limited liability company

By: _____
Name: Robert Kantor
Title: Manager of each of the above entities

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization by Robert Kantor, as Manager of Boynton Beach Town Center Apartments I, LLC, Boynton Beach Town Center Apartments II, LLC, Boynton Beach Town Center Apartments III, LLC, Boynton Beach Town Center Apartments IV, LLC, Boynton Beach Town Center Apartments V, LLC, Boynton Beach Town Center Apartments VI, LLC, Boynton Beach Town Center Apartments VII, LLC, Boynton Beach Town Center Apartments VIII, LLC, Boynton Beach Town Center Apartments IX, LLC, each a Florida limited liability company, who is personally known to me or wo has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of April, 2023.

_____
Notary Public, State of New York
Alexandra J. Fink
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:
October 11, 2024

ALEXANDRA J FINK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FI6349139
Qualified in New York County
My Commission Expires: 10/11/24

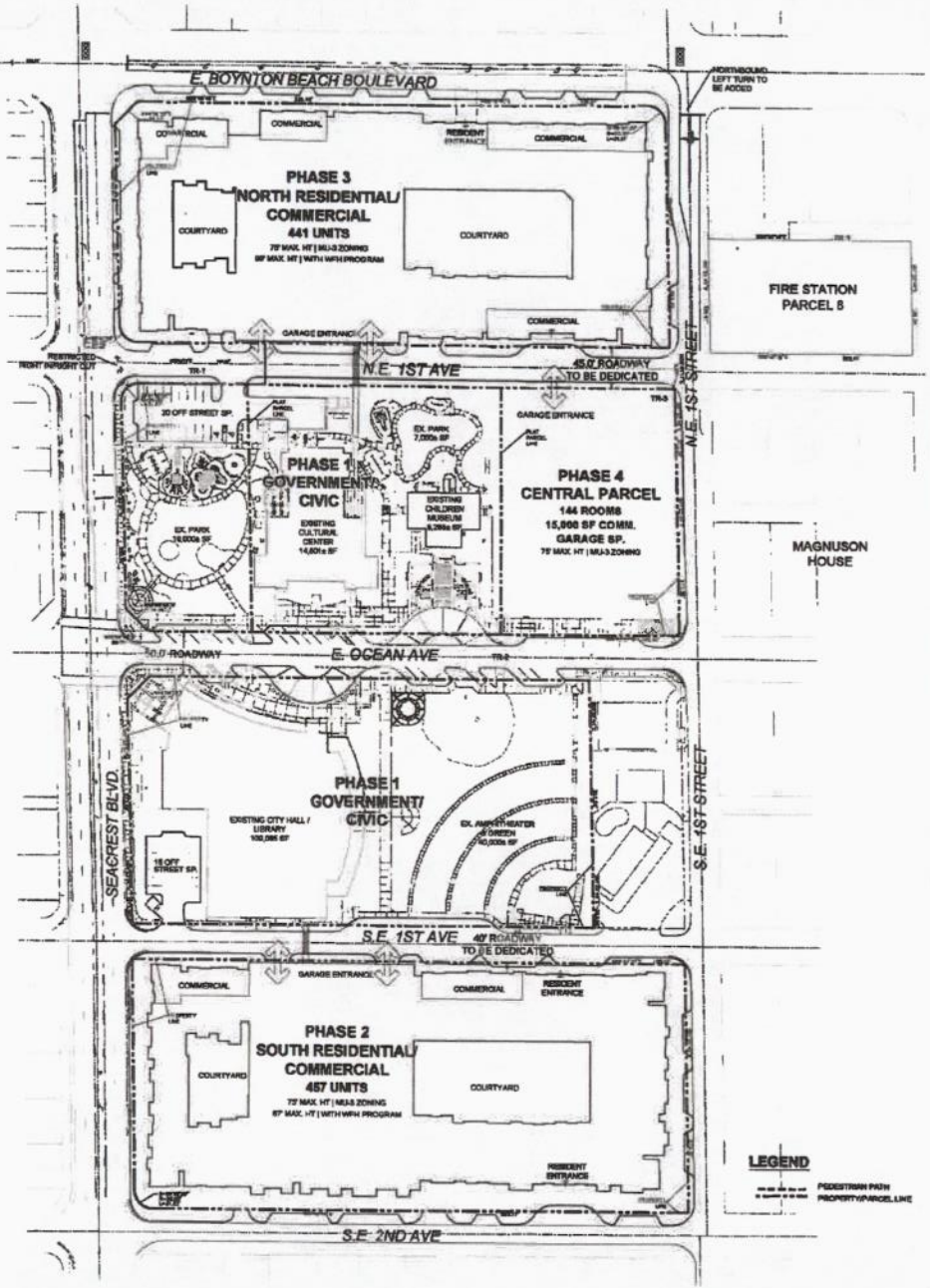
EXHIBIT "A"

THE PROPERTY

Parcel 7, Boynton Beach Town Square, according to the plat thereof, as recorded in Plat Book 127, Page 1, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"

MASTER PLAN



DEVELOPMENT TEAM

APPLICANT/ DEVELOPER: TIME EQUITIES, INC
55 5th AVENUE, 15th FLOOR
SUITE 1508
NEW YORK, NY 10003

PLANNER: URBAN DESIGN STUDIO
610 CLEMATIS STREET, STE. CU02
WEST PALM BEACH, FL 33401
(561) 366-1100

ARCHITECT: MSA ARCHITECTS
8950 S.W. 74 COURT SUITE 1813
MIAMI, FLORIDA 33156
(305) 273-9911

SURVEYOR: CALDFIELD & WHEELER, INC.
7900 GLADES RD., STE. 100
BOCA RATON, FL 33434
(561) 392-1991

TRAFFIC/ CIVIL ENGINEER: KIMLEY HORN
1920 WIEKIVA WAY, Suite 200
WEST PALM BEACH, FL 33433
(561) 845-0855

LANDSCAPE ARCHITECT: ARCHITECTURAL ALLIANCE LANDSCAPI
612 SW 4th AVE
FORT LAUDERDALE, FL 33315
(954) 764-8888

LOCATION MAP



Exhibit D - Master Plan

1 of 2

02 09, 2023

SITE DATA

PROJECT PHASE	1 - GOVT / CIVIC	2 - SOUTH RESIDENTIAL /COMM.	3 -NORTH RESIDENTIAL /COMM.	4 - CENTRAL HOTEL/COMM.
FUTURE LAND USE	MIXED USE- MEDIUM (MX-M)			
ZONING	MIXED USE - 3 (MU-3)			
OVERLAYS BY PHASE	DTODD , CDO	DTODD , CDO	DTODD , BSBO	DTODD , CDO
RESIDENTIAL DENSITY - ZONING DIST. (w/ DTODD & WFH)	ALLOWED: 90 u/a Zoning	63 u/a WFH Program		
	PROPOSED : 57.9 u/a			
MAX. RESIDENTIAL UNITS	952			
MAX. FLOOR AREA RATIO	3.5 FAR			
MAX. BUILDING HT. - ZONING DIST. (w/ DTODD & WFH)	75'	75' (87')	75' (90')	75'

DTODD - Downtown Transit Oriented Development District CDO = Cultural District Overlay BSBO - Boynton Beach Blvd Overlay WFH - Workforce House Program

PROJECT SUMMARY

PARCEL NAME	PHASE #	PARCEL AREA (AC)	PARCEL AREA (SF)	PROPOSED	MAX. BUILDING AREA (SF)*	FAR	PROPOSED MIN. COMMERCIAL (SF)
GOVT/ CIVIC	1	3.58	155,752		130,003 (EXISTING)**	0.48 (EXISTING)	
SOUTH RES/COM	2	3.94	171,555	441 RES. UNITS	600,809	3.50	7,186
NORTH RES/COM	3	4.19	182,470	457 RES. UNITS	638,645	3.50	16,239
CENTRAL - HOTEL/COM	4	1.31	62,550	144 ROOMS	184,975	3.50	15,000
GROSS AREA		16.52	675,848		562,757		38,564
ROW DEDICATIONS		0.700	30,743				
PLATTED PROJECT AREA		16.22	706,591				

* EXCLUDES GARAGE, TERRACES AND BALCONIES PER THE DEFINITION OF GROSS FLOOR AREA OF CITY'S LDR's.
** INCLUDES CITY HALL, LIBRARY, CHILDREN'S MUSEUM, CULTURAL CENTER

USEABLE OPEN SPACE CALCULATION

GROSS SITE AREA	16.52 AC.	
REQUIRED PERCENTAGE	0.50% OF TOTAL NET AREA, PURSUANT TO TABLE 3-4, CHAP. 3, ART. II, SEC.C, BUILDING AND SITE REGULATIONS	
REQUIRED ACREAGE	0.08 AC	3,380 SF
PROVIDED ACREAGE (IN PH.)	1.52 AC	66,000 SF

NOTES

1) THE MASTER PLAN PROPERTY BOUNDARIES, TOTAL LOT AND PARCEL AREAS ARE BASED ON THE RECORDED PLAT (PB 127 PAGES 1-5, EXCLUDING PARCEL 8 (FIRE STATION #1) AND ROAD RIGHT OF WAY TRACTS.

2) THE NUMBER OF PROPOSED UNITS AND BUILDING HEIGHT ARE BASED ON PARTICIPATION IN WORKFORCE HOUSING PROGRAM (WFH). FINAL BUILDING HEIGHTS SHALL BE COMPLIANT WITH WFH PROGRAM.

3) BUILDING OUTLINES IN PHASES 2 & 3 ARE APPROXIMATE AND SUBJECT TO SITE PLAN APPROVAL AND PERMITTING.

4) GARAGE PARKING - RESIDENTIAL PARKING RATES BASED ON PART III, CHAPTER 4., ARTICLE V. SECTION. 3.G. PARKING REDUCTIONS FOR SUSTAINABILITY. APPROVAL OF THE PROPOSED PARKING RATE REDUCTION THROUGH PARTICIPATION IN SUSTAINABILITY IS CONDITIONED ON THE SITE PLAN APPROVAL(S).

5) GARAGE PARKING - GOVT/CIVIC PROVIDED IN PHASES 2 & 3 SUPPORT USES IN PHASE 1.

6) PARKING REQUIRED FOR PHASE 4 USE(S) TO BE PROVIDED ON PHASE 4 SITE.

7) GARAGE ENTRANCE LOCATIONS ARE APPROXIMATE AND SUBJECT TO SITE PLAN APPROVALS AND PERMITTING.

8) PHASE 4 USES ARE ESTIMATED FOR THE MASTER PLAN AND SUBJECT TO CHANGE AT THE DISCRETION BY THE CITY. PHASE 4 USES SHALL BE COMPARABLE TO THE CURRENT PROPOSAL OR BE UP TO EQUIVALENT INTENSITY.

9) LOCATION OF PUBLIC RESTROOMS ARE SUBJECT TO CHANGE AT TIME OF SITE PLAN APPLICATION BUT SHALL BE LOCATED IN PHASE 1 SITE AS PER DEVELOPMENT AGREEMENT.

10) ON STREET PARKING WILL BE PROVIDED WHERE POSSIBLE ON ALL ABUTTING STREETS AT TIME OF SITE PLAN APPLICATION.

11) ALL UTILITY LINES WILL BE RELOCATED UNDERGROUND SUBJECT TO FPL APPROVAL.

urban design studio
Urban Design
Land Planning
Landscape Architecure
610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX 561.366.1111
www.udsflorida.com
FLA0000709

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TOWN SQUARE

Boynton Beach, FL
Master Plan

NORTH
0 30' 60' 120'
Scale: 1" = 60'-0"

Date: 2/9/2023
Project No.: 20-312.001
Designed By: OTHERS
Drawn By: RDN
Checked By: BDM/RV

Revision Dates:
1/30/2023 City Submittal
3/13/2023 Revisions per City
2/9/2023 Revisions per City

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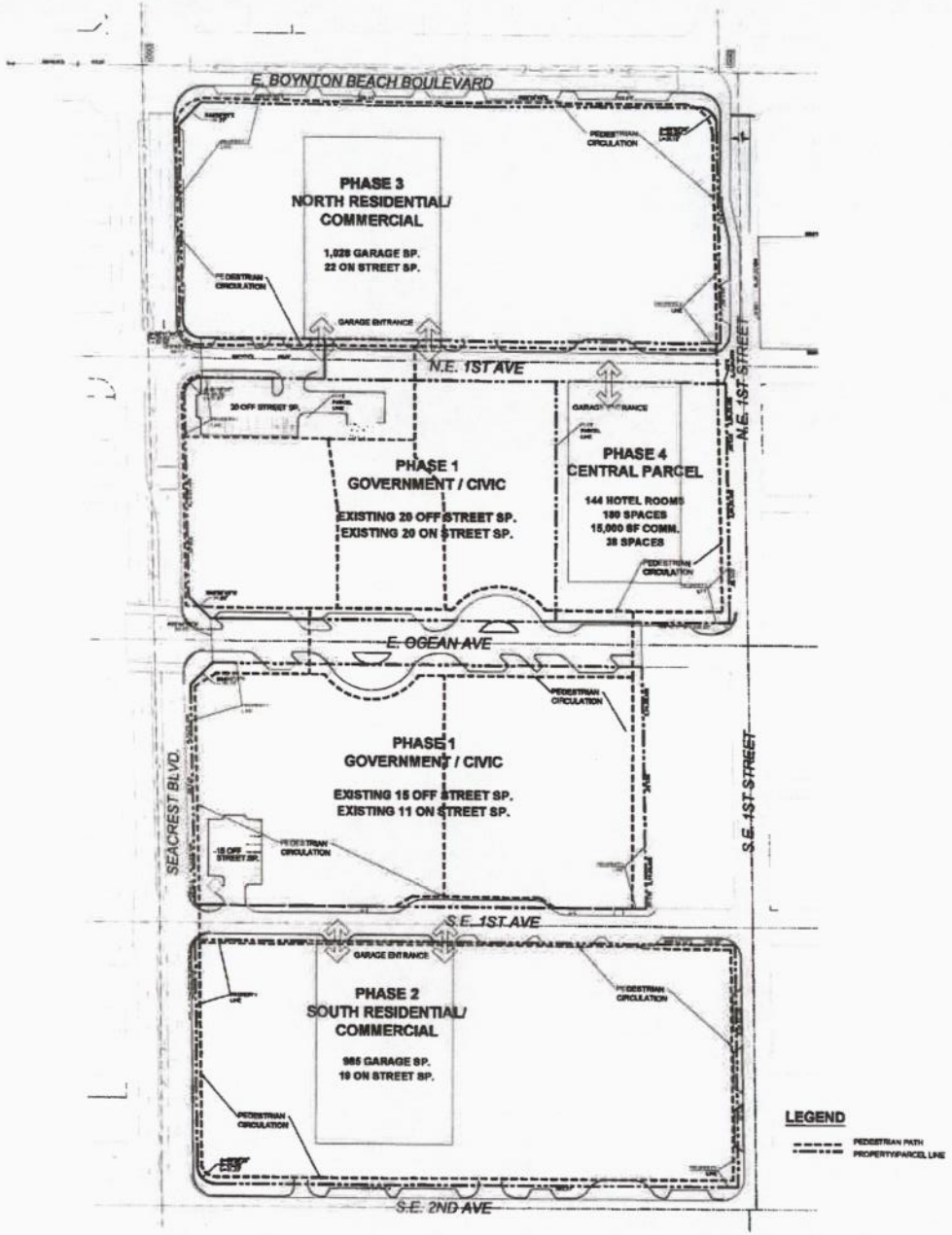
of 2

Exhibit D - Master Plan

2 of 2

02 09, 2023



PARKING SPACES REQUIRED			RATE BY USE	SPACES
PHASE 1 - GOVERNMENT/CIVIC				
City Hall/Library/Children's Museum	114,373	SF	per City	321
Cultural Center (Seats)	250	SEATS	1/4	63
Recreational Areas/Amphitheater	per City			45
Chilled Water				4
City Spaces	11 for Fire Station & 32 for Magnavox House			100
Phase 1 Parking Spaces - Required				532

PHASE 2 - SOUTH RESIDENTIAL / COMM.	QUANTITY	UNITS	RATE*	REQUIRED
Residential Units - Total Phase 2	487	*UNITS*		
Studio/1 Bedroom Units	280	UNIT	1.33	333
2+ Bedroom Units	207	UNIT	1.66	344
Residential Guest	487	UNIT	0.15	69
Commercial	7,165	SF	1/200	35
Phase 2 Parking Spaces - Required				782

PHASE 3 - NORTH RESIDENTIAL / COMM.	QUANTITY	UNITS	RATE*	REQUIRED
Residential Units - Total Phase 3	441	*UNITS*		
Studio/1 Bedroom Units	232	UNIT	1.33	309
2+ Bedroom Units	209	UNIT	1.66	347
Residential Guest	441	UNIT	0.15	67
Commercial	10,336	SF	1/200	52
Phase 3 Parking Spaces - Required				865

*PHASE 4 - CENTRAL PARCEL****	QUANTITY	UNITS	RATE**	REQUIRED
Hotel Rooms	144	ROOMS	1.25	180
Commercial	15,000	SF	1/200	38
Phase 4 Parking Spaces - Required				218
TOTAL SPACES REQUIRED				2,338

PARKING SPACES PROVIDED		SPACES
PHASE 1 - GOVERNMENT/CIVIC		
Garage Spaces - Total		0
Gov't/Civic ***		0
On Street Spaces		31
Off Street Spaces		36
Phase 1 Parking Spaces - Provided		68

PHASE 2 - SOUTH RESIDENTIAL / COMM.		
Garage Spaces - Total		985
	Residential & Guest	732
	Commercial	17
	City Leased Spaces	236
On Street Spaces for Commercial/Use		19
Off Street Spaces		0
Phase 2 Parking Spaces - Provided		*1,004*

PHASE 3 - NORTH RESIDENTIAL / COMM.		
Garage Spaces - Total		1,028
	Residential & Guest	731
	Commercial	60
	City Leased Spaces	237
On Street Spaces for Commercial/Use		22
Off Street Spaces		0
Phase 3 Parking Spaces - Provided		*1,009*

*PHASE 4 - CENTRAL PARCEL****		
Garage Spaces - Total		318
	Hotel & Commercial	180
	Gov't/Civic	38
Phase 4 Parking Spaces - Provided		218

TOTAL SPACES PROVIDED		2,338
	Total Phase 2 & 3 Garage Spaces for Residential, Guest & Commercial	1,940
	Total Phase 2 & 3 Garage Spaces to be leased by City	473
	Total On/Off Street Public Spaces (85+19+22)	107

* Residential parking rates based on Part II, Chapter 4., Article V, Section. 3.G. Parking Reductions for Sustainability. Approval of the proposed parking rate reduction through participation in sustainability is conditioned on the Site Plan approval(s).

** Hotel Commercial parking rate at 50% per City LDR Part II. Chapter 4. Art V. Sec. 2.3.

*** Phase 4 uses are estimated for the Master Plan and subject to change at the discretion by the City. All required parking for Phase 4 uses shall be provided on the Phase 4 parcel. Phase 4 uses shall be comparable to the current proposal or be up to equivalent intensity.

urban design studio
Urban Design
Land Planning
Landscape Architecture
910 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX: 561.366.1111
www.udstudio.com

TOWN SQUARE

Boynton Beach, FL
Master Plan - Parking/Pedestrian Pathways

NORTH
0' 30' 60' 120'
Scale: 1" = 60'-0"

Date: 1/6/2023
Project No.: 20-212.001
Designed By: CT+DRS
Drawn By: BDM
Checked By: BDM/KV

Revision Dates:
01/30/23: City Submittal
01/31/23: Revisions per City
02/06/23: Revisions per City
02/09/23: Revisions per City

MSP-2
of 2

H:\JOBS\Town Square_20-212\Town Square Rezone DD_2019\Drawings\Master Plan\20212.001 Master Planning 1-30-2023 2:56:11 PM, DWG To PDF.pc3

EXHIBIT "C"

PARKING ALLOCATION

North Building						
		Parking				
Floor	DUs	Total	City	Comm.	Res.	Ratio
1	14	75	54	0	21	1.50
1.5	0	120	120	0	0	0.00
2	59	115	32	0	83	1.41
3	62	120	31	0	89	1.44
4	62	120	0	32	88	1.42
5	62	119	0	28	91	1.47
6	62	119	0	0	119	1.92
7	62	119	0	0	119	1.92
8	58	121	0	0	121	2.09
Total	441	1028	237	60	731	1.66

South Building						
		Parking				
Floor	DUs	Total	City	Comm.	Res.	Ratio
1	22	73	40	0	33	1.50
1.5	0	114	114	0	0	0.00
2	61	110	30	0	80	1.31
3	63	114	30	0	84	1.33
4	63	114	22	0	92	1.46
5	63	114	0	17	97	1.54
6	63	114	0	0	114	1.81
7	63	114	0	0	114	1.81
8	59	118	0	0	118	2.00
Total	457	985	236	17	732	1.60

Grand Total	898	2013	473	77	1463	

BLDG I - North Parcel

BLDG PER LEVELS								
TYPE	Level 1st	Level 2nd	Levels 3rd - 7th	Level 8th	TOTAL	AREA	LEASABLE AREA (NRSF)	% TOTALS
STUDIO/1 Br:								
ST	2	4	20	3	29	550 sf	15,950 sf	6.6%
1 BDR & 1BDR + DEN:								
A1	1	6	35	6	48	793 sf	38,064 sf	48.0%
A1M	1	14	70	13	98	749 sf	73,402 sf	
A2	0	4	20	4	28	696 sf	19,544 sf	
B1	2	3	20	4	29	950 sf	27,550 sf	
2 BDR:								
B2	1	2	15	3	22	980 sf	21,560 sf	37.0%
C1	2	3	15	3	23	1,068 sf	24,909 sf	
C2	5	16	66	16	122	1,156 sf	141,052 sf	
3 BDR:								
D1	0	1	5	1	7	1,341 sf	9,387 sf	9.5%
D2	0	5	25	5	35	1,461 sf	51,135 sf	
Units per Level	14	59	310	58				
Average Unit Size						956 sf		
Total/Building					441 dus		422,599 sf	100.0%

Provided Parking BLDG I (North Parcel)				
	9 STORY GARAGE			
Garage	Standard	Compact	HC	Total per Level
Level 1	61 sp	8 sp	6 sp	75 sp
Level 1.5	109 sp	11 sp	sp	120 sp
Level 2	101 sp	11 sp	3 sp	115 sp
Level 3	104 sp	14 sp	2 sp	120 sp
Level 4	104 sp	14 sp	2 sp	120 sp
Level 5	106 sp	11 sp	2 sp	119 sp
Level 6	106 sp	11 sp	2 sp	119 sp
Level 7	106 sp	11 sp	2 sp	119 sp
Level 8	108 sp	11 sp	2 sp	121 sp
Sub-Total	905 sp	102 sp	21 sp	
Total Provided	1,028 sp			
Ratio	2.23 sp/unit			

BLDG II - South Parcel

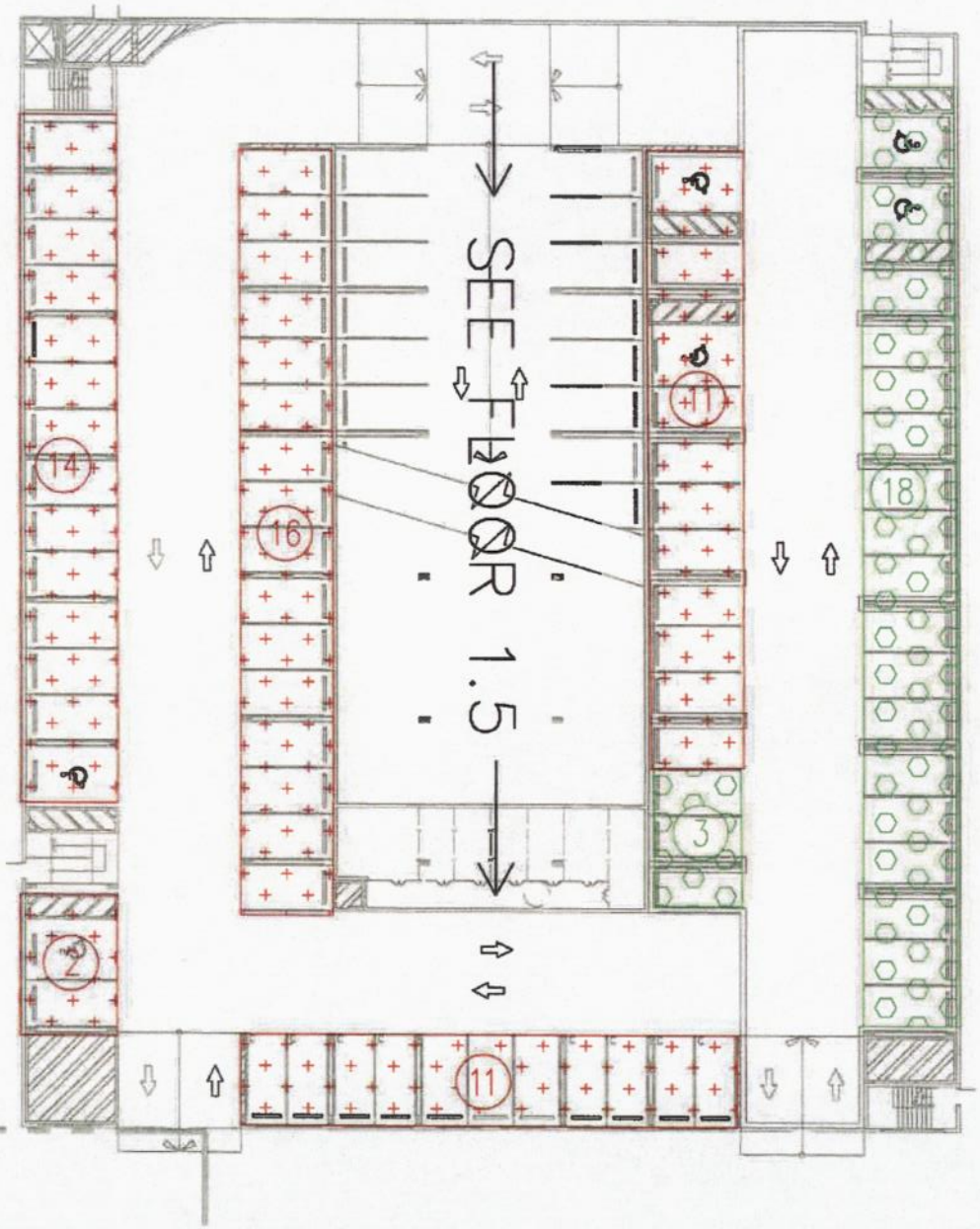
BLDG PER LEVELS								
TYPE	Level 1st	Level 2nd	Levels 3rd - 7th	Level 8th	TOTAL	AREA	LEASABLE AREA (NRSF)	% TOTALS
STUDIO/1 Br:								
ST	2	4	20	4	30	550 sf	16,500 sf	6.6%
1 BDR &1BDR + DEN:								
A1	0	10	55	11	76	793 sf	60,268 sf	48.1%
A1M	5	12	60	8	85	749 sf	63,665 sf	
A2	0	4	20	4	28	696 sf	19,544 sf	
B1	3	4	20	4	31	950 sf	29,450 sf	
2 BDR:								
B2	1	1	5	1	8	980 sf	7,840 sf	36.9%
C1	1	9	45	9	64	1,068 sf	89,513 sf	
C2	9	15	70	14	108	1,156 sf	122,536 sf	
3 BDR:								
D1	1	3	15	3	22	1,341 sf	29,501 sf	6.3%
D2	0	1	5	1	7	1,461 sf	10,227 sf	
Units per Level	22	61	315	59				
Average Unit Size						938 sf		
Total/Building					457 dus		426,844 sf	100.0%

Provided Parking BLDG II (South Parcel)				
	9 STORY GARAGE			
Garage	Standard	Compact	HC	Total per Level
Level 1	60 sp	8 sp	5 sp	73 sp
Level 1.5	103 sp	11 sp	sp	114 sp
Level 2	96 sp	11 sp	3 sp	110 sp
Level 3	101 sp	11 sp	2 sp	114 sp
Level 4	101 sp	11 sp	2 sp	114 sp
Level 5	101 sp	11 sp	2 sp	114 sp
Level 6	101 sp	11 sp	2 sp	114 sp
Level 7	101 sp	11 sp	2 sp	114 sp
Level 8	105 sp	11 sp	2 sp	118 sp
Sub-Total	869 sf	96 sf	20 sf	
Total Provided	985 sp			
Ratio	2.1 sp/unit			

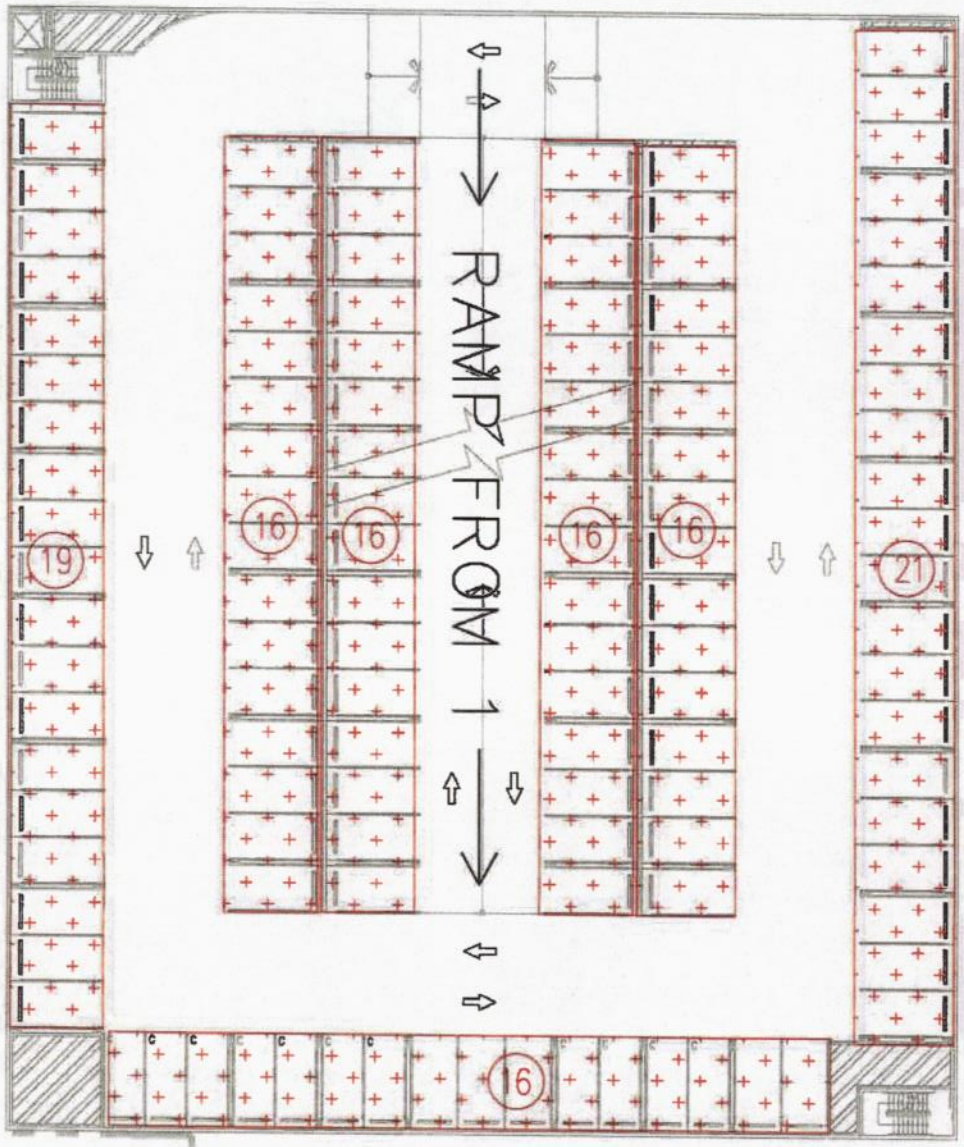
EXHIBIT "D"

SCHEMATIC DEPICTION OF PARKING SPACES

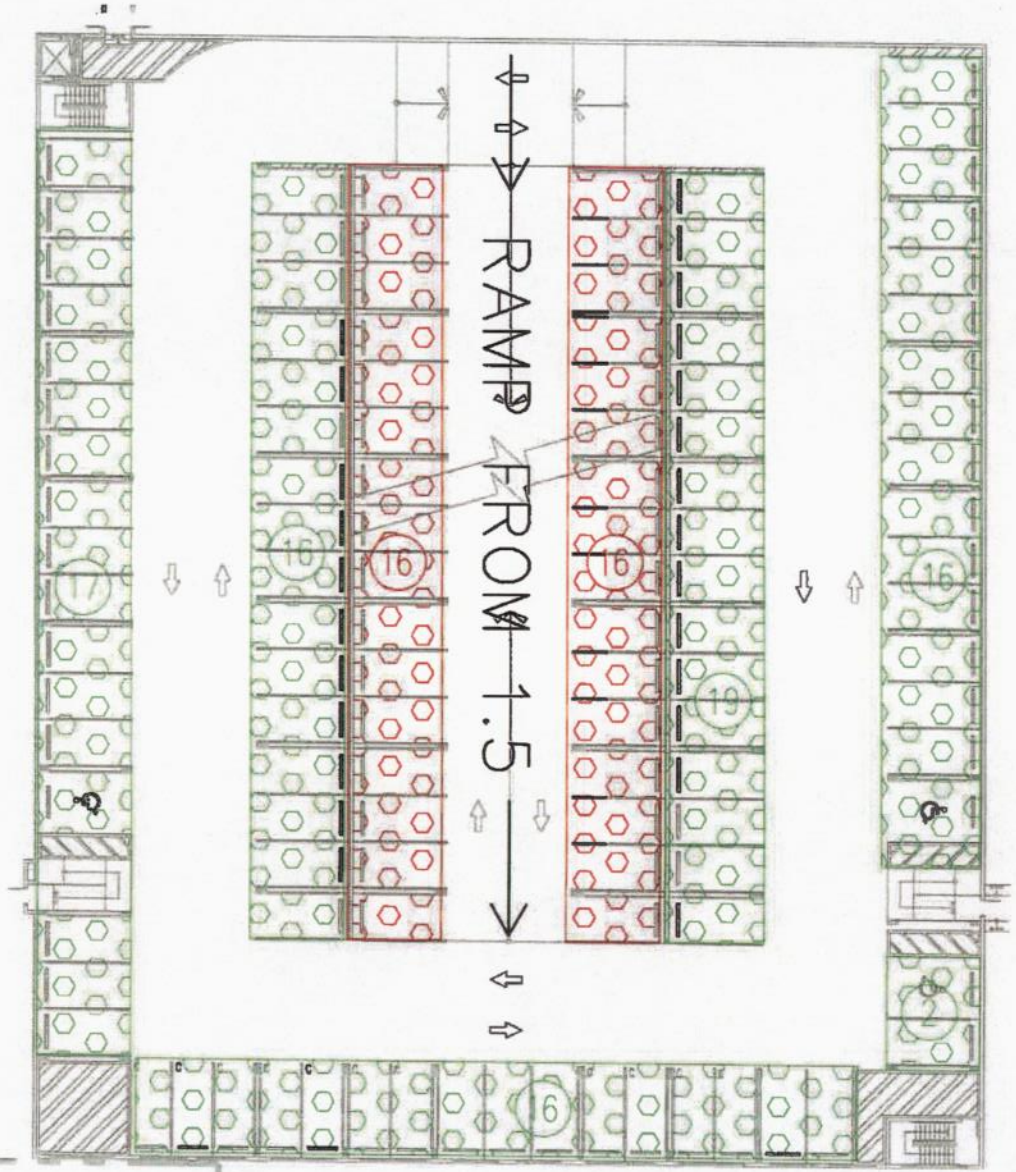
NORTH GARAGE FLOOR 1:
54 CITY/PUBLIC
21 RESIDENT



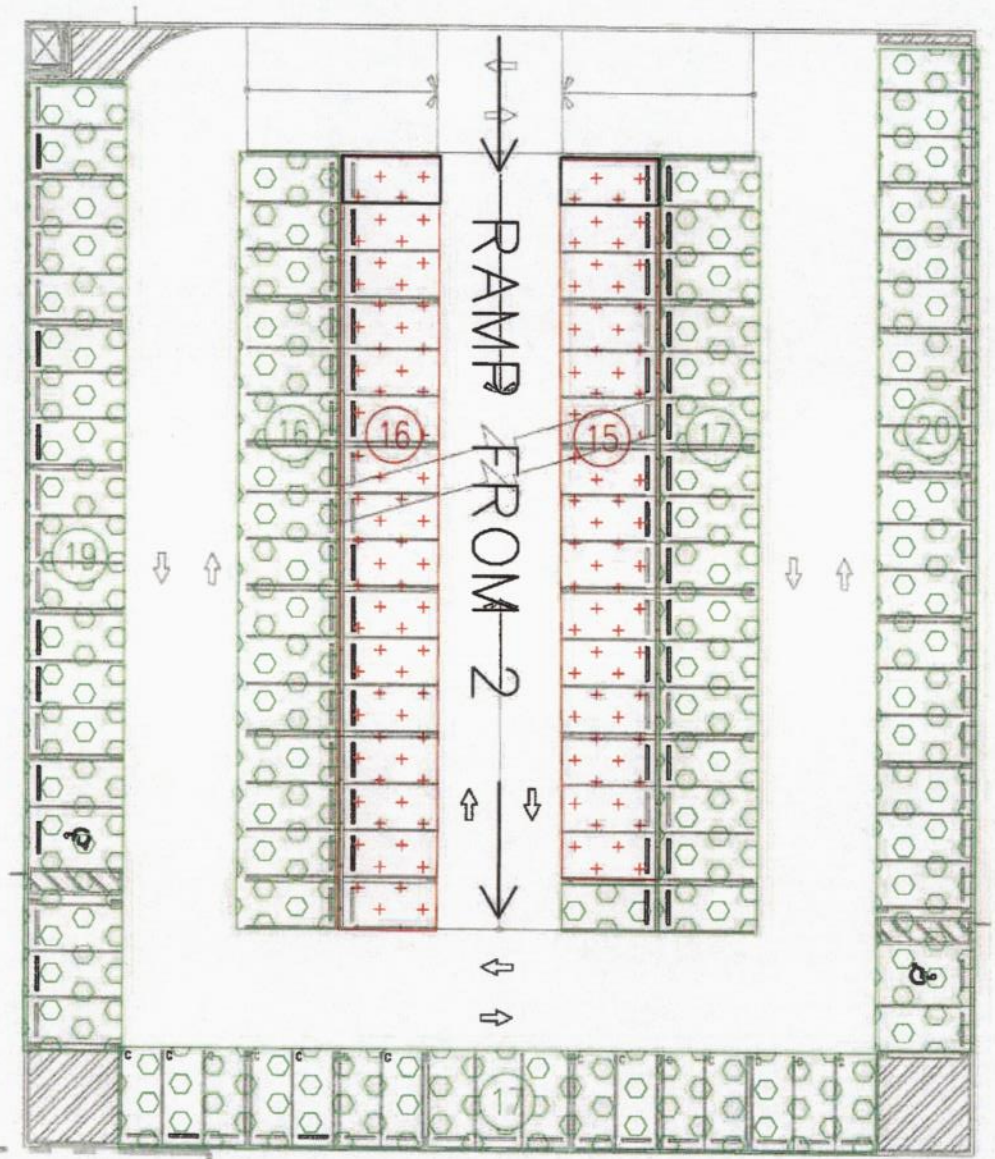
NORTH GARAGE FLOOR 1.5:
120 CITY/PUBLIC



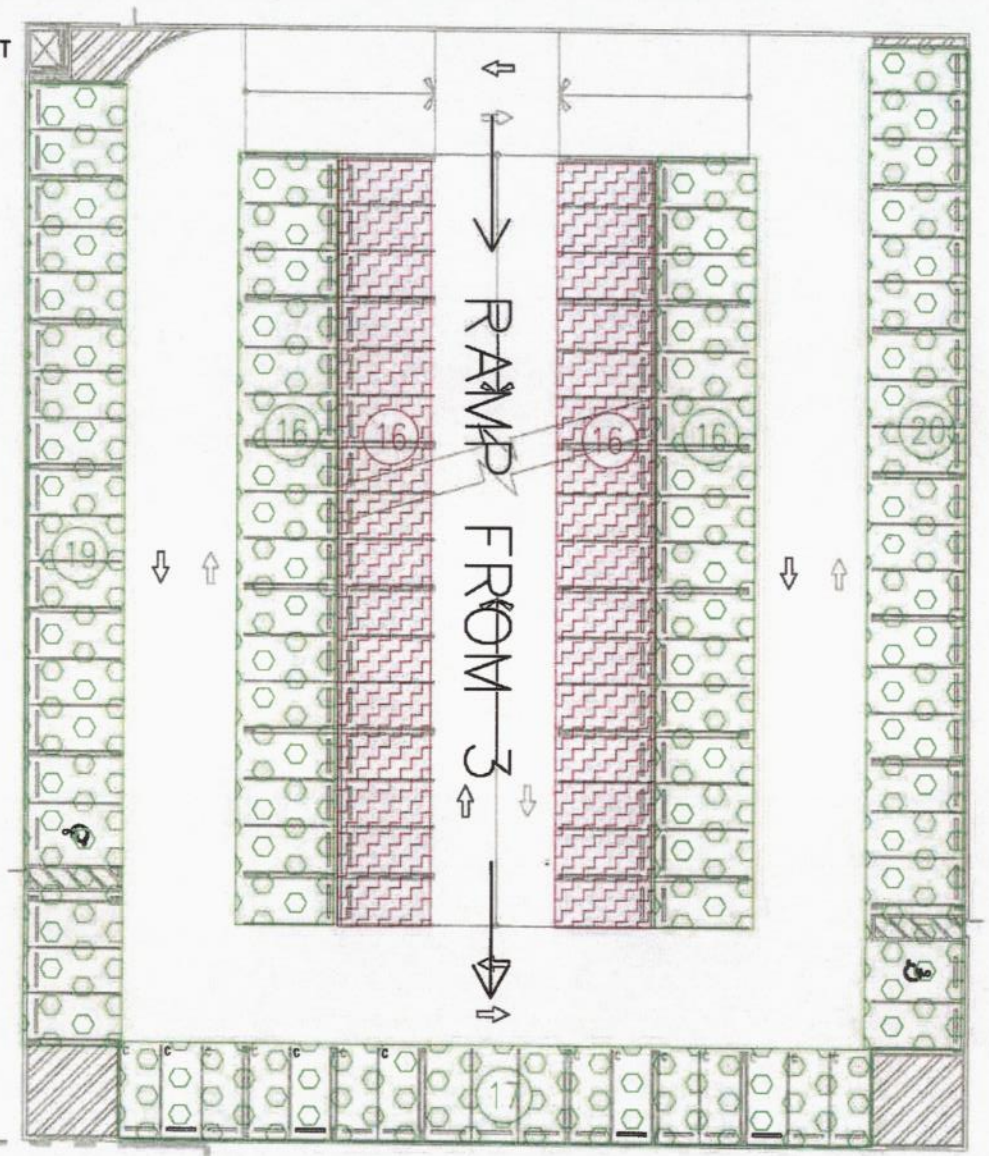
NORTH GARAGE FLOOR 2:
32 CITY/PUBLIC
83 RESIDENT



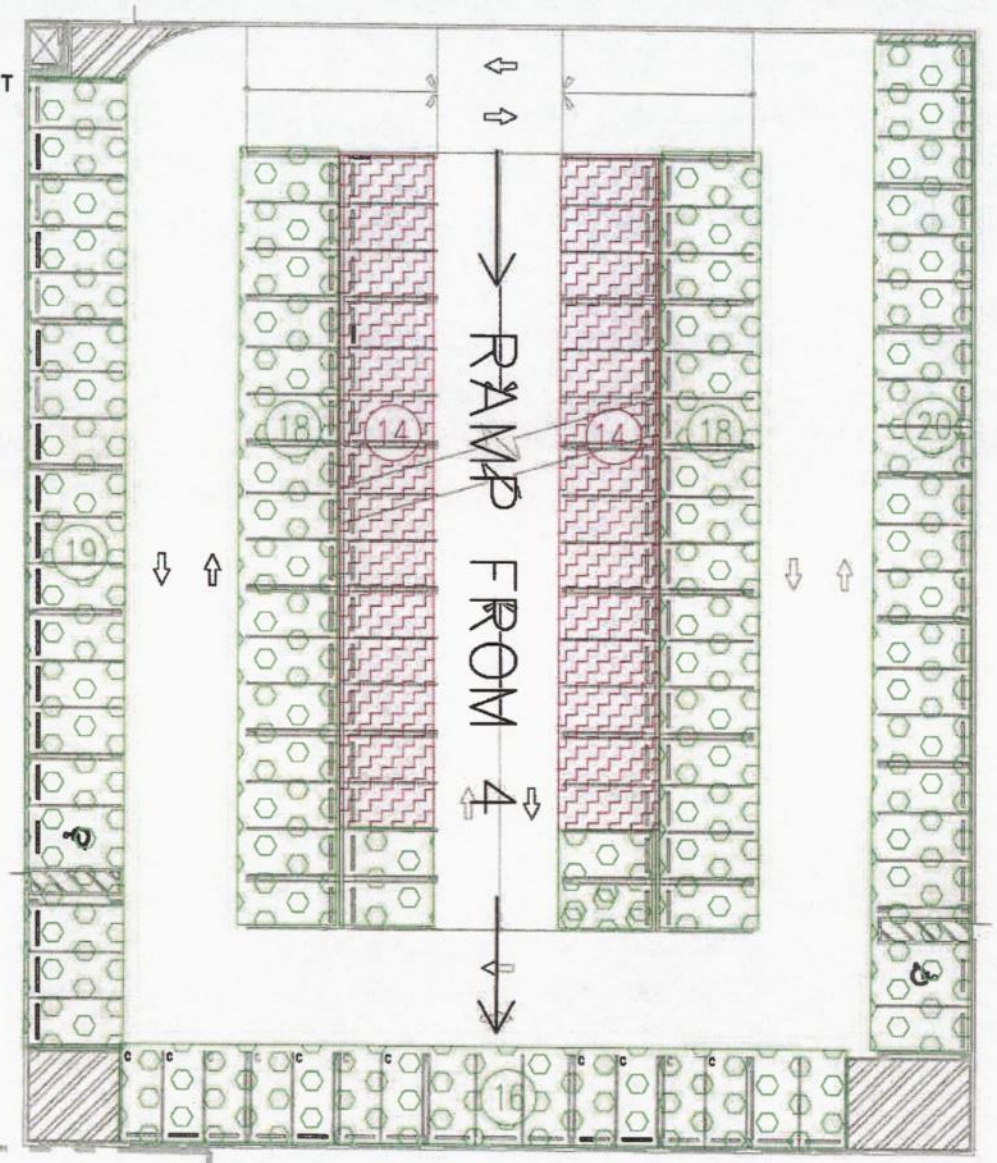
NORTH GARAGE FLOOR 3:
31 CITY/PUBLIC
89 RESIDENT



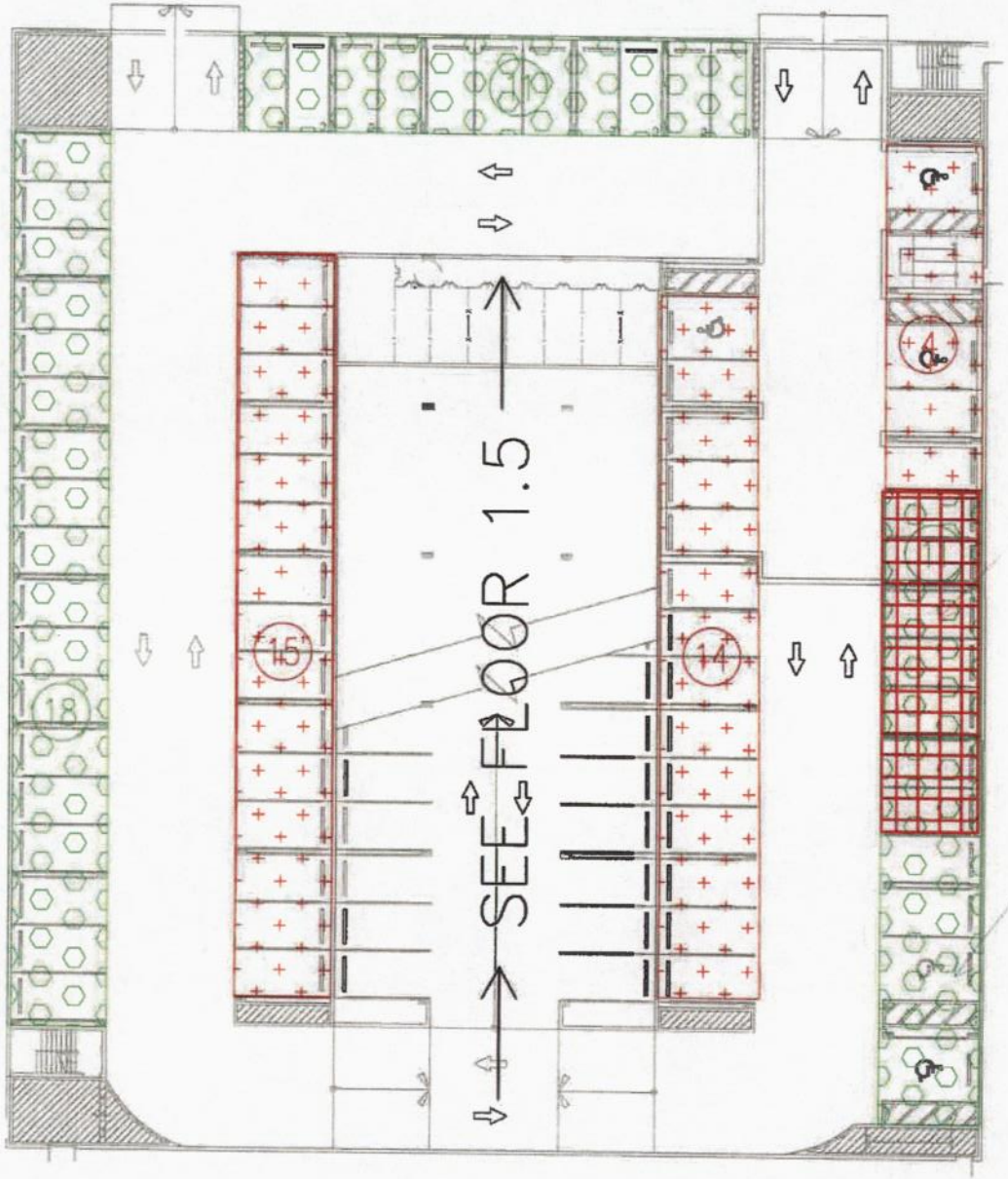
NORTH GARAGE FLOOR 4:
32 COMMERCIAL 88 RESIDENT



NORTH GARAGE FLOOR 5:
28 COMMERCIAL 91 RESIDENT



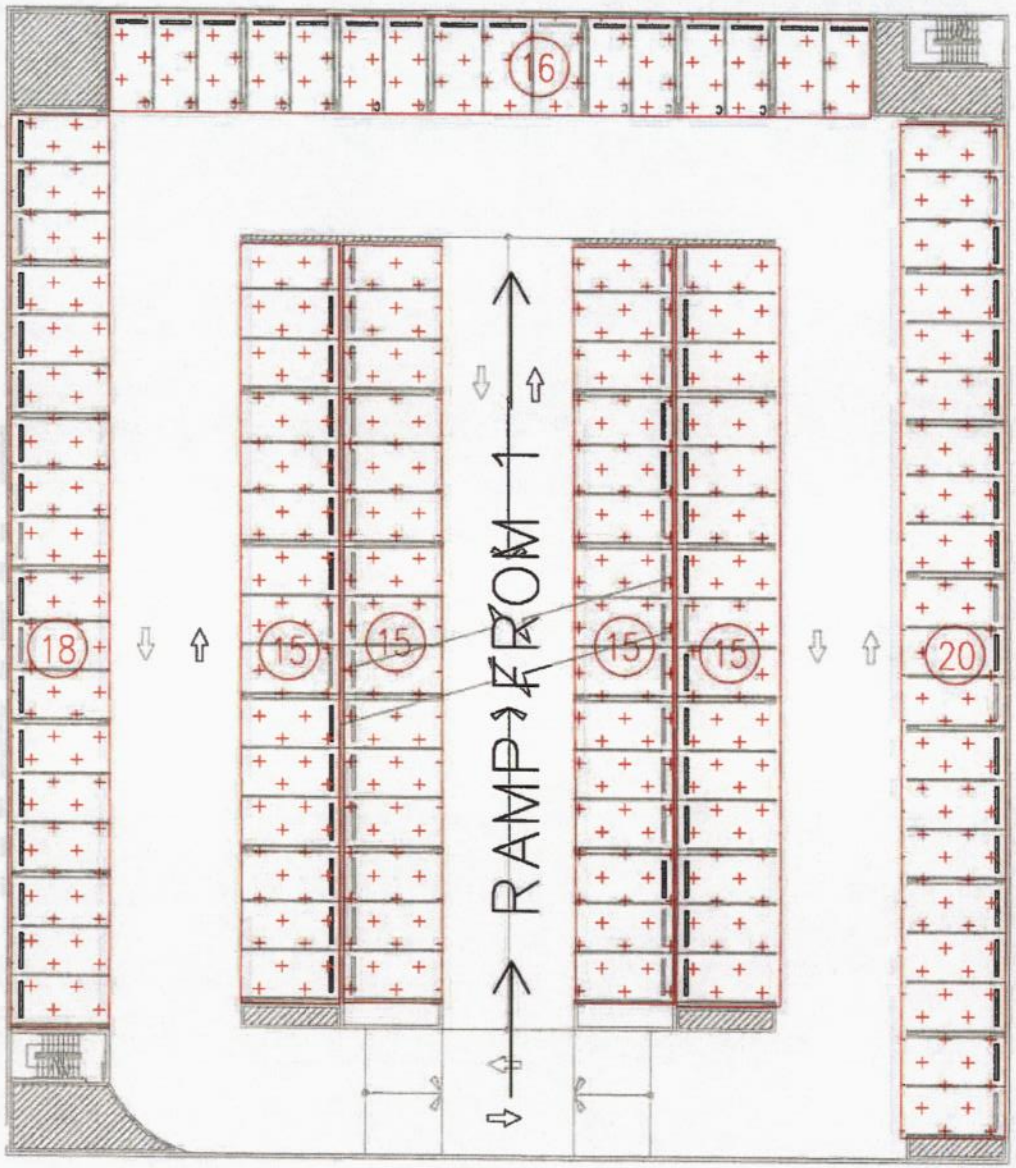
SOUTH GARAGE FLOOR 1:
33 RESIDENT
40 CITY/PUBLIC



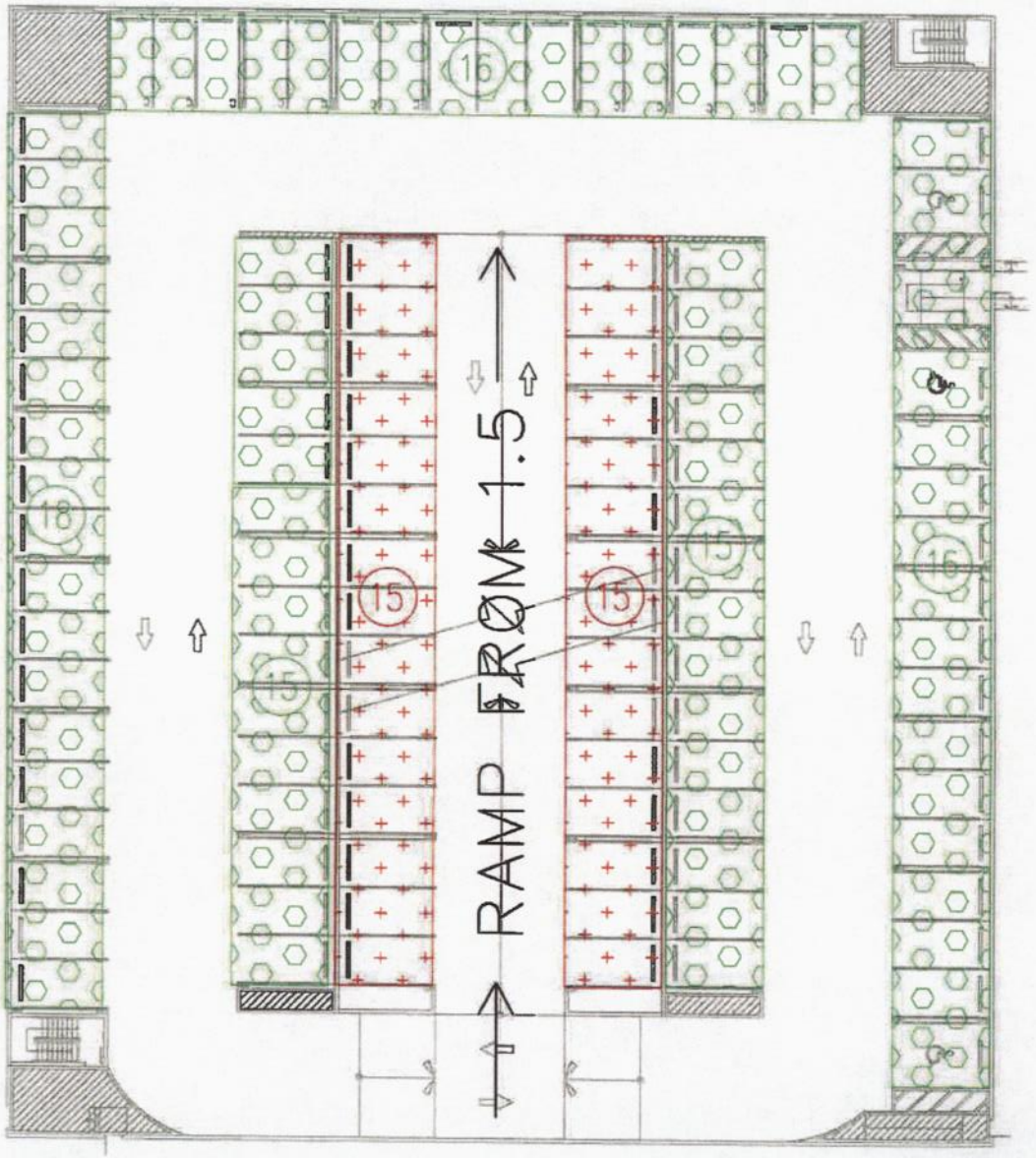
7 City Spaces

4 Resident Spaces

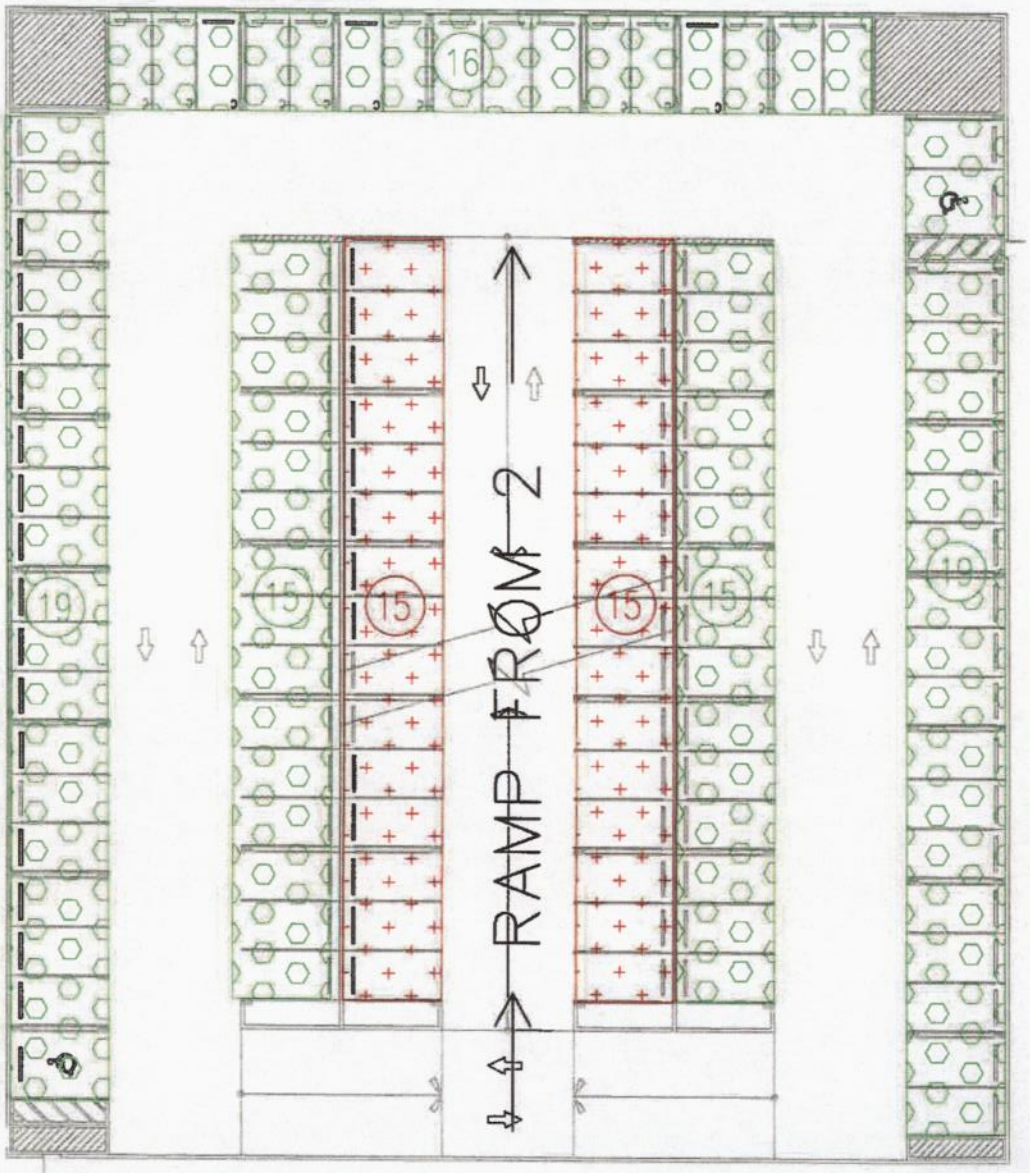
SOUTH GARAGE FLOOR 1.5:
114 CITY/PUBLIC



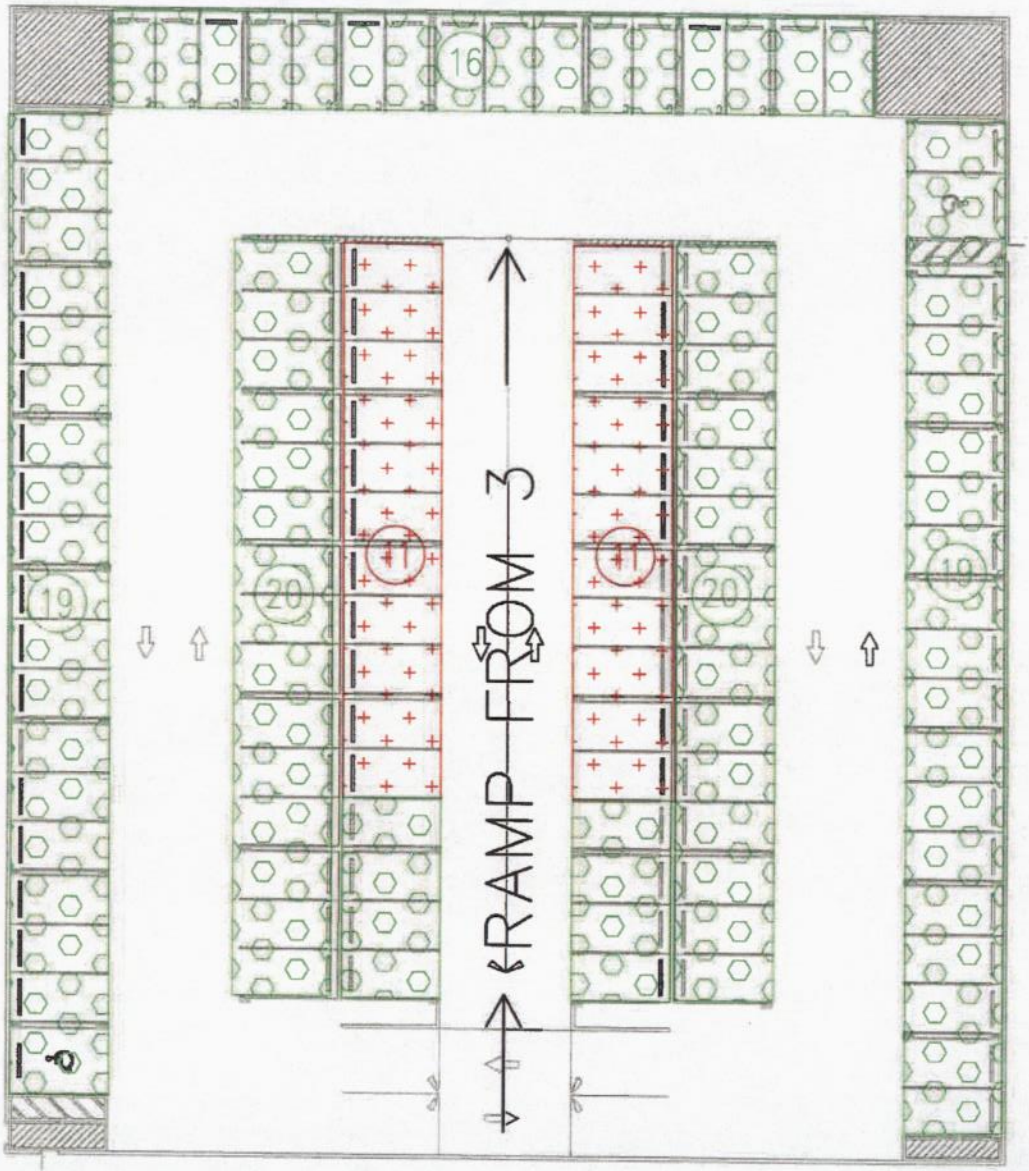
SOUTH GARAGE FLOOR 2:
30 CITY/PUBLIC
80 RESIDENT



SOUTH GARAGE FLOOR 3:
30 CITY/PUBLIC
84 RESIDENT



SOUTH GARAGE FLOOR 4:
22 CITY
92 RESIDENT



SOUTH GARAGE FLOOR 4:
17 COMMERCIAL
97 RESIDENT

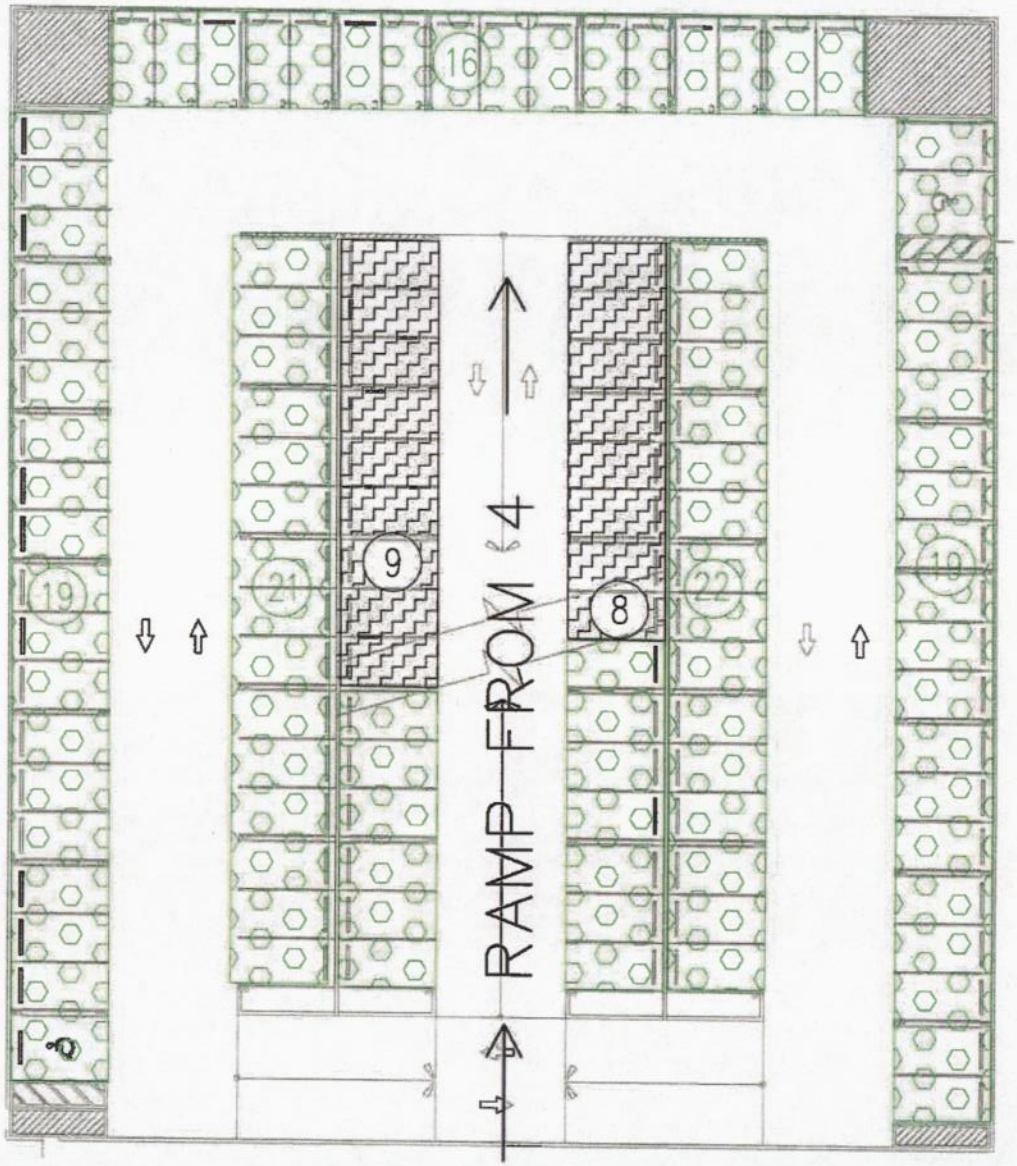


EXHIBIT "E"

CONFIRMATION OF COMMENCEMENT DATE
PARKING LEASE AGREEMENT FOR THE SOUTH GARAGE

The parties hereto agree and confirm that the date of the Final Certificate of Occupancy for the South Garage has been issued, dated _____, 202_. Pursuant to the definition of "Commencement Date" in paragraph 9(a)(ii) of the Parking Lease Agreement for the South Garage dated _____, 2023, the Commencement Date for the Term of the Parking Lease Agreement for the South Garage shall be _____, 202__.

CITY:

CITY OF BOYNTON BEACH

By:_____
Mayor

OWNER:

WITNESSES:

BOYNTON BEACH TOWN CENTER APARTMENTS, LLC, a Florida limited liability company

_____
Print Name:_____

_____
Print Name:_____

By:_____
Name:_____
Title:_____

ASSIGNMENT OF PARKING LEASE AGREEMENT
South Garage

This Assignment of Parking Lease Agreement (South Garage) (this "Assignment") is made and entered into as of April 10th, 2023 by and between Boynton Beach Town Center Apartments LLC, a Florida limited liability company ("Assignor"), and Boynton Beach Town Center Apartments I LLC, Boynton Beach Town Center Apartments II LLC, Boynton Beach Town Center Apartments III LLC, Boynton Beach Town Center Apartments IV LLC, Boynton Beach Town Center Apartments V LLC, Boynton Beach Town Center Apartments VI LLC, Boynton Beach Town Center Apartments VII LLC, Boynton Beach Town Center Apartments VIII LLC and Boynton Beach Town Center Apartments IX LLC, each a Florida limited liability company, as tenants in common (collectively as "Assignee").

RECITALS:

Whereas, Assignor, Boynton Beach Town Center Apartments LLC, a Florida limited liability company, is the "Owner" under that certain Temporary Parking Easement Agreement (North Parcel) with an Effective Date of April 10, 2023, with City of Boynton Beach, Florida, as "City" thereunder (the "Agreement"); and

Whereas, Assignor desires to assign its interest in the Agreement to Assignee and Assignee desires to receive such assignment and assume the obligations of Assignor under the Agreement; and

Whereas, City has previously consented to this Assignment.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment**. Assignor hereby assigns, conveys, sets over and transfers to Assignee all of its right, title and interest in and to the Agreement.

2. **Acceptance and Assumption by Assignee.** Assignee hereby: (a) accepts the assignment described in Paragraph 1 above; and (b) agrees to assume and perform all of the obligations, responsibilities and liabilities of Assignor under the Agreement.

3. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. **Governing Law; Counterparts.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Florida. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile and pdf signatures shall be considered to be originals.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

Boynton Beach Town Center Apartments LLC, a Florida limited liability company

By: _____
Name: Robert Kantor
Title: Manager

ASSIGNEE:

Boynton Beach Town Center Apartments I LLC
Boynton Beach Town Center Apartments II LLC
Boynton Beach Town Center Apartments III LLC
Boynton Beach Town Center Apartments IV LLC
Boynton Beach Town Center Apartments V LLC
Boynton Beach Town Center Apartments VI LLC
Boynton Beach Town Center Apartments VII LLC
Boynton Beach Town Center Apartments VIII LLC and
Boynton Beach Town Center Apartments IX LLC, each a Florida limited liability company

By: _____
Name: Robert Kantor
Title: Manager of each of the above entities

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-064- Approve and authorize the Mayor to execute the Interlocal Agreement between Palm Beach County and the City of Boynton Beach to re-determine, re-adopt, and ratify the existing distribution formula for the six (6) cent Local Option Fuel Tax.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-064.

Explanation of Request:

The current Six (6) Cent Local Option Fuel Tax (LOGT) Interlocal Agreement and County Ordinance from 1995 will terminate on August 31, 2025. This agreement outlines the formula for distributing fuel tax revenues between Palm Beach County and its municipalities for the next 30 years.

The proposed agreement maintains the existing distribution formula where Palm Beach County receives 66.5648% of the collected tax, and municipalities collectively receive 33.4352%. The municipal share is distributed based on a formula that considers 70% lane miles and 30% population.

Representatives from Palm Beach County and various municipalities, through the Palm Beach County League of Cities, have negotiated and agreed upon the terms of this Interlocal Agreement.

The Board of County Commissioners will enact an appropriate ordinance to re-levy the tax effective September 1, 2025.

How will this affect city programs or services? The continuation of the Local Option Gas Tax funding is essential for the City's road maintenance and transportation improvement projects. These funds provide a reliable revenue source for maintaining city streets, sidewalks, and related infrastructure. Without this agreement, the City would need to identify alternative funding sources for these critical services.

Budgeted Item: Yes

Account Line Item and Description: Revenue Account: 104-0000-312.41-00 (Transportation Fund - Local Option Gas Tax).

Fiscal Impact: Based on current collections and the City's proportional share, the City of Boynton Beach anticipates receiving approximately $1.2 million annually from this revenue source. These funds are specifically designated for transportation-related expenses and cannot be used for general operations. Approval of this agreement ensures the continued receipt of this critical funding for the next 30 years.

Attachments:
R25-064 Agenda_Item_2839-2025_Interlocal_Agreement_-_PBC_Six_Cent_Local_Option_Fuel_Tax.docx
Local Option Gas Tax ILA 2025
R95-063 - Local Gas Tax ILA Between PBC and City

RESOLUTION NO. R25-064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF BOYNTON BEACH TO REDETERMINE, RE-ADOPT, AND RATIFY THE EXISTING DISTRIBUTION FORMULA FOR THE SIX (6) CENT LOCAL OPTION FUEL TAX; AND FOR ALL OTHER PURPOSES.

WHEREAS, section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority that such agencies share in common and which each might exercise separately; and

WHEREAS, section 336.025(1)(a), Florida Statutes, authorizes a one (1), two (2), three (3), four (4), five (5), and/or six (6) cent local option fuel tax to be levied upon the sale of every gallon of motor fuel and special fuel within Palm Beach County; and

WHEREAS, in 1995, Palm Beach County ("the County") re-levied the six (6) cent local option fuel tax (the "Tax") for a 30-year term, as provided in County Code Chapter 17, Article I, Section 17-3, which will terminate on August 31, 2025; and

WHEREAS, the County desires to once again re-levy and impose the Tax for a new 30-year term and enter into an Interlocal Agreement to redetermine the distribution formula for dividing the entire proceeds of the Tax among the County and all eligible municipalities within the County; and

WHEREAS, once effective, the Interlocal Agreement will re-adopt and ratify the distribution formula currently in effect for dividing the entire proceeds of the Tax among the County and all eligible municipalities within the County; and

WHEREAS, the proposed agreement maintains the existing distribution formula where Palm Beach County receives 66.5648% of the collected tax, and municipalities collectively receive

33.4352%, with the municipal share distributed based on a formula that considers 70% lane miles and 30% population; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the Interlocal Agreement to Redetermine, Re-adopt, and Ratify Existing Distribution Formula for Six (6) Cent Local Option Fuel Tax ("the Interlocal Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Interlocal Agreement in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Interlocal Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Interlocal Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the material terms.

SECTION 4. Upon full execution of the Interlocal Agreement, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes, for interlocal agreements.

SECTION 5. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

INTERLOCAL AGREEMENT TO REDETERMINE, RE-ADOPT AND RATIFY EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL TAX

THIS INTERLOCAL AGREEMENT is dated, made, and entered into on this ____ day of _____ 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and City of Boynton Beach, a municipal corporation located in Palm Beach County, Florida, and organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the MUNICIPALITY.

WITNESSETH:

WHEREAS, Section 336.025(1)(a), *Florida Statutes* (STATUTE) authorizes a one (1), two (2), three (3), four (4), five (5), and/or six (6) cent local option fuel tax to be levied upon the sale of every gallon of motor fuel and special fuel within the COUNTY; and

WHEREAS, pursuant to the STATUTE, in 1995, the COUNTY re-levied the six (6) cent local option fuel tax (TAX) for a 30 year term, as provided in County Code Chapter 17, Article I, Section 17-3 (1995 ORDINANCE). Pursuant to the STATUTE and prior to enacting the 1995 ORDINANCE, the COUNTY established by interlocal agreement with various municipalities representing a majority of the population of the incorporated area within the COUNTY, the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY (collectively, 1995 INTERLOCAL AGREEMENT); and

WHEREAS, the 1995 ORDINANCE and the 1995INTERLOCAL AGREEMENT will, by their own terms and in accordance with the STATUTE, terminate on August 31, 2025; and

WHEREAS, the COUNTY desires to once again re-levy and re-impose the TAX for a new 30 year term pursuant to the STATUTE, and enter into this Interlocal Agreement to redetermine the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY; and

WHEREAS, representatives of the COUNTY and the various municipalities, utilizing the Palm Beach County League of Cities, Inc., (LEAGUE) have met and negotiated mutually acceptable terms and conditions for this Interlocal Agreement, which terms are set forth herein; and

WHEREAS, once effective, this Interlocal Agreement re-adopts and ratifies the distribution

formula currently in effect for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY,.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the COUNTY and the MUNICIPALITY hereto covenant and agree to enter into this Interlocal Agreement as follows:

Section 1: This Interlocal Agreement is entered into with the specific contemplation that the Board of County Commissioners of Palm Beach County (BCC) will enact an appropriate ordinance to relevy the TAX to be effective September 1, 2025 (2025 ORDINANCE). In the event the BCC fails or refuses to enact the 2025 ORDINANCE to relevy the TAX, this Interlocal Agreement shall be null and void.

Section 2: The term of this Interlocal Agreement shall be for the same duration as the 2025 ORDINANCE relevying the TAX. Upon the expiration of the levy of the TAX, as provided in the 2025 ORDINANCE , this Interlocal Agreement shall terminate; except that if the BCC reimposes the TAX again as provided in the STATUTE, then this Interlocal Agreement may be renewed as provided for in the STATUTE.

Section 3:

A. All proceeds of the TAX collected pursuant to Section 336.025(1)(a), *Florida Statutes* shall be divided between the COUNTY and the municipalities, as follows (DISTRIBUTION FORMULA):

1. The COUNTY shall receive 66.5648 percent of the TAX collected.
2. The municipalities collectively shall receive 33.4352 percent of the TAX collected (TOTAL MUNICIPAL SHARE).

B. All money shall be collected and distributed to the respective parties as provided in Section 336.025(2), *Florida Statutes*.

C. The MUNICIPALITY (and all other municipalities eligible to participate in the distribution of the proceeds of the TAX) shall receive a pro rata share of the TOTAL MUNICIPAL SHARE pursuant to a formula (MUNICIPAL SHARE FORMULA) that is based seventy percent (70%) on lane miles located within the MUNICIPALITY (and for all other municipalities eligible to participate

in the distribution of the proceeds of the TAX) for which the MUNICIPALITY (or the other eligible municipalities) is responsible for maintenance, and thirty percent (30%) on the population of the MUNICIPALITY (or the other eligible municipalities) based upon the most recent University of Florida Population Estimate. The MUNICIPAL SHARE FORMULA is:

(30% x (Municipality's population/sum of all of Municipalities' population)) + (70% x (Municipality's lane miles/sum of all of Municipalities' lane miles)) = Municipality's Pro Rata Share.

Exhibit A attached hereto and incorporated herein by reference identifies each eligible municipality's pro rata share of the TOTAL MUNICIPAL SHARE. The calculation(s) of the MUNICIPAL SHARE FORMULA may be amended not more than once annually by the Palm Beach County League of Cities, Inc., by the preparation of a new Exhibit A on behalf of the municipalities and based upon changes in the MUNICIPAL SHARE FORMULA and submitting the new Exhibit A to the COUNTY Administrator no later than June 1 of any year. The COUNTY Administrator shall then transmit the new Exhibit A to the Florida Department of Revenue.

D. In the event that a new municipality is incorporated in the COUNTY, the new municipality's share of the TAX shall be provided from the share formerly allocated to the COUNTY and the TOTAL MUNICIPAL SHARE, as set forth below.

1. In the first full fiscal year following incorporation, the new municipality will receive a share based solely on its population, as opposed to the MUNICIPAL SHARE FORMULA that considers lane miles and population, as set forth in Section 3C above. The new municipality's share shall be determined pursuant to **Exhibit B** attached hereto which shows an example of the calculations for a hypothetical new municipality with a population of 40,000.

    a. The combined COUNTY and collective municipalities contributions shall equal one hundred percent (100%) of the new municipality's share.

    b. Section 3C above shall continue to apply as the MUNICIPAL SHARE FORMULA for the remaining municipalities after their contribution to the new municipality's share as set forth in Section 3 D1 above.

2. In the subsequent fiscal years after the first full fiscal year following incorporation of

the new municipality:

a. The percentage allocated to the COUNTY in the DISTRIBUTION FORMULA in Section 3A above, as may be amended, shall be reduced by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1, above.

b. Likewise, the TOTAL MUNICIPAL SHARE, including the new municipality, in Section 3A above, as may be amended, shall be increased by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1 above.

c. Section 3C below shall apply to the new municipality in all annual distributions in the years after the first full fiscal year following incorporation of the new municipality.

E. In the event an existing municipality in the COUNTY is dissolved, the former municipality's share of the TAX shall be distributed to the COUNTY and to the remaining collective municipalities by applying in reverse the process set forth in Section 3D, above.

F. In the event of proposed legislation which would either create or dissolve a municipality in the COUNTY, the COUNTY and the subject municipality agree that the COUNTY Legislative Delegation and the Florida Legislature (and Governor, if deemed necessary) be made aware of this Interlocal Agreement and appropriately incorporate its provisions into such proposed legislation. The subject municipality may accomplish this by supporting the LEAGUE, as the organization that is in place to convey municipal consensus on legislative matters.

Section 4: This Interlocal Agreement between the COUNTY and the MUNICIPALITY is one of several identical interlocal agreements between the COUNTY and other municipalities providing the same terms for the distribution of the proceeds of the TAX. As such, this Interlocal Agreement along with all other identical interlocal agreements may be executed in multiple counterparts, each of which shall be deemed an original, but all of which combined shall constitute one in the same Interlocal Agreement for purposes of Section 336.025 *Florida Statutes*. The Interlocal Agreement between the COUNTY and the MUNICIPALITY, along with the identical interlocal agreements executed by other municipalities in the COUNTY represent a majority of the incorporated population

of the COUNTY.

Section 5: The COUNTY and the MUNICIPALITY agree to meet every two (2) years to evaluate the method of distribution of the TAX revenues as required by Section 336.025(1)(d), *Florida Statutes*. The MUNICIPALITY and all other municipalities that have executed an identical interlocal agreement shall be collectively represented at said meeting by the Palm Beach County League of Cities, Inc. The COUNTY shall be represented at said meeting by representatives selected by the COUNTY Administrator's Office. The MUNICIPALITY or the COUNTY may call for said meeting by providing thirty (30) days' notice to the other as set forth in Section 12 below.

Section 6: Nothing in this Interlocal Agreement shall preclude either the COUNTY or the MUNICIPALITY from litigating against the other on matters completely unrelated to and not contemplated by this Interlocal Agreement.

Section 7: This Interlocal Agreement shall take effect only upon execution by both the COUNTY, and the MUNICIPALITY along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY. In the event that either the COUNTY fails or refuses to execute this Interlocal Agreement, or fails or refuses to adopt the 2025 ORDINANCE, as more fully described in Section 1 above, or in the event that those municipalities representing a majority of the population of the incorporated areas of the COUNTY fail to execute this Interlocal Agreement, then this Interlocal Agreement shall be null and void and the parties hereto shall have no further rights or responsibilities hereunder.

Section 8: The invalidity of any portion, article, paragraph, provision, clause or any part thereof of this Interlocal Agreement shall have no effect upon the validity of any other part of this Interlocal Agreement.

Section 9: To the extent allowed by law, the venue for any action arising from this Interlocal Agreement shall be in Palm Beach County, Florida.

Section 10: This Interlocal Agreement shall be governed by and in accordance with the laws of the State of Florida.

Section 11: Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this Interlocal Agreement shall be borne by the respective parties.

Section 12: Any notice required under the provisions of this Interlocal Agreement shall be in

writing and shall be delivered by hand or by certified or registered mail, return receipt requested, to:

For the COUNTY:

Palm Beach County
Board of County Commissioners
301 North Olive Avenue
West Palm Beach, Florida 33401

With a copy to:

Palm Beach County
County Attorney
301 North Olive Avenue
West Palm Beach, Florida 33401

For the MUNICIPALITY:

Palm Beach County League of Cities, Inc.
301 North Olive Avenue, 10th Floor
P.O. Box 1989 – Government Center
West Palm Beach, Florida 33402
Attention: Executive Director

With a copy to:

Davis & Associates, P.A.
Attorneys for the Palm Beach County League of Cities, Inc.
701 Northpoint Parkway, Suite 205
West Palm Beach, Florida 33407
Attention: General Counsel

The LEAGUE, upon receipt of any notice proved for herein, shall provide like notice to each municipality that is a party to this Interlocal Agreement and all other identical interlocal agreements. Notice by certified or registered mail, return receipt requested, shall be deemed effective on the date that such notice is deposited with a United States Post Office.

Section 13: The COUNTY and the MUNICIPALITY expressly agree that time is of the essence in this Interlocal Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 14: The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty

(30) days written notice to cure said default before exercising any of its rights as provided for in this Interlocal Agreement or as may otherwise exist in law or equity.

Section 15: The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this lnterlocal Agreement, and in furtherance thereof may demand and obtain records and testimony from the parties and, any, if applicable, subcontractors and lower tier subcontractors. The parties understand and agree that in addition to all other remedies and consequences provided by law, failure of a party or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this lnterlocal Agreement. Failure to cooperate with the Inspector General, or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and may be punished pursuant to Section 125.69, *Florida Statutes,* in the same manner as a second degree misdemeanor.

Section 16: In accordance with Sec. 119.0701, *Florida Statutes,* the parties to this Interlocal Agreement must keep and maintain this Interlocal Agreement and any other records associated therewith. Upon request by either party's custodian of public records, the non-requesting party must provide the requesting party with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Failure to do so may subject the non-requesting party to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes,* and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, the parties shall ensure that any exempt or confidential records associated with this Interlocal Agreement are not disclosed except as authorized by law for the duration of the Interlocal Agreement term.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, PLEASE CONTACT THE RECORDS CUSTODIAN FOR THE OTHER PARTY IN ACCORDANCE WITH PARAGRAPH 13 ABOVE.

Section 17: The parties agree that this Interlocal Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, or conditions contained in this Interlocal Agreement may be added to,

modified, superseded, or otherwise altered except by written instrument executed by the COUNTY, the MUNICIPALITY, along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the day set forth above.

ATTEST:

By:_____
Municipal Clerk

(NAME OF MUNICIPALITY)

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
County Clerk

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COMMISSIONERS

By:_____
Mayor

(SEAL)

APPROVED AS TO LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Engineer

RESOLUTION NO. R95-63

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A LOCAL OPTION GAS TAX IINTERLOCAL AGREEMENT AS AMENDED, BETWEEN THE CITY OF BOYNTON BEACH AND PALM BEACH COUNTY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 336.025(1)(1), Florida Statutes, enacted by the Florida Legislature authorizes a local option gas tax to be levied upon the sale of every gallon of motor fuel and special fuel within Palm Beach County; and

WHEREAS, said parties already have in effect an Interlocal Agreement providing for distribution of the local option gas tax; and

WHEREAS, said Interlocal Agreement providing for such distribution will expire on or about August 31, 1995; and

WHEREAS, representatives of the County and the Municipalities have met and negotiated mutually acceptable terms and conditions for a new Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor and City Clerk to execute a Local Option Gas Tax Interlocal Agreement as Amended between the City of Boynton Beach, Florida and Palm Beach County.

Section 2. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 18 day of April, 1995.

CITY OF BOYNTON BEACH, FLORIDA

Mayor

Vice Mayor

Mayor Pro Tem

Commissioner

Commissioner

ATTEST:

City Clerk
(Corporate Seal)

GasTax.Option
4/14/95

R95-63

INTERLOCAL AGREEMENT R95 881D

This Agreement is made this _____ day of JUL 11 1995, 19____ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and City of Boynton Beach, a municipal corporation located in Palm Beach County, organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "MUNICIPALITY "

WITNESSETH

WHEREAS, Section 336 025(1)(a), Florida Statutes, enacted by the Florida Legislature authorizes a one (1), two (2), three (3), four (4), five (5) and/or six (6) cent local option gas tax to be levied upon the sale of every gallon of motor fuel and special fuel within the COUNTY, and

WHEREAS, said statute contemplates an interlocal agreement by and between the COUNTY and the MUNICIPALITIES located therein to establish a distribution formula for dividing the proceeds of said tax among COUNTY government and all eligible MUNICIPALITIES within the COUNTY; and

WHEREAS, the parties already have in effect an Interlocal Agreement(s) providing for distribution of the first (1st), second (2nd), third (3rd), fourth (4th), fifth (5th) and sixth (6th) cents of the local option gas tax, and

WHEREAS, the Interlocal Agreement(s) providing for such distribution will expire on or about August 31, 1995, and

WHEREAS, representatives of the COUNTY and the various MUNICIPALITIES have met and negotiated mutually acceptable terms and conditions for a new Interlocal Agreement which are set forth herein, and

WHEREAS, this Interlocal Agreement must be approved and executed by the COUNTY and a sufficient number of MUNICIPALITIES in the COUNTY which represent a majority of the population of the incorporated area within the COUNTY not later than May 31, 1995.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. This Agreement is entered into with the specific contemplation that the Board of County Commissioners of Palm Beach County will enact an appropriate ordinance to extend the six (6) cents local option gas tax previously levied for an additional period of time with said tax being imposed effective on September 1, 1995. In the event the Board of County Commissioners of Palm Beach County fails or refuses to enact said ordinance to extend the six (6) cents tax, this Agreement shall be null and void.

2. The terms of this Agreement shall be for the same duration as the amendment to the local option gas tax ordinance identified in paragraph 1 hereof extending the levy of the six (6) cents. Upon expiration of the period for which said tax is levied as provided for in the amendment to the COUNTY ordinance, this Agreement shall terminate except that if the Board of County Commissioners reimposes said tax as provided in Section 1(a) of said statute, this Agreement may be renewed as provided therein.

3 A All proceeds of the six (6) cents of the tax collected pursuant to said statute shall be divided between the COUNTY and the municipalities as follows; or as may be mutually agreed upon by the parties pursuant to paragraph 16:

i. The COUNTY shall receive two-thirds (2/3) of all sums collected.

ii. The municipalities collectively shall receive one-third (1/3) of all sums collected

B. All money shall be collected and distributed to the respective parties as provided in Section 336.025(2), Florida Statutes

4. Each MUNICIPALITY eligible to participate in the distribution of the proceeds of said tax shall receive a pro rata share of the aforesaid one-third (1/3) MUNICIPALITY share pursuant to a formula that will be based seventy percent (70%) on lane miles located within a MUNICIPALITY for which the MUNICIPALITY is responsible for maintenance and thirty percent (30%) upon the population of the MUNICIPALITY based upon the most recent University of Florida Population Estimate. Said formula is.

$$30\% \times \frac{\text{(city population)}}{\text{(sum of city population)}} + 70\% \times \frac{\text{(city lane miles)}}{\text{(sum of city lane miles)}} = \text{Local Distribution}$$

Exhibit A attached hereto and incorporated herein by reference identifies each eligible MUNICIPALITY's pro rata share of the MUNICIPALITIES' collective one-third (1/3) share. Said distribution may be amended not more than once annually by the Palm Beach County Municipal League, Inc , preparing on behalf of the said MUNICIPALITIES a new Exhibit "A" based upon changes in the foregoing criteria and submitting same by June 1st of any year to the County Administrator who shall in turn transmit same to the Department of Revenue.

5. This is one of several Interlocal Agreements between the COUNTY and various MUNICIPALITIES providing the same terms for the division and distribution of the proceeds of the first six (6) cents of the local option gas tax. As such, this Interlocal Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) in the same instrument (the Interlocal Agreement) for the purpose of Section 336.025, Florida Statutes. The Interlocal Agreement constitutes an interlocal agreement between the COUNTY and the MUNICIPALITIES located therein representing a majority of the incorporated area population within the COUNTY.

6. The parties agree to meet every two (2) years to evaluate the method of distribution of the local option gas tax revenues in accordance with Section 336.025(1)(d), Florida Statutes. The MUNICIPALITIES shall be collectively represented at such meeting by the Palm Beach County Municipal League, Inc. and the COUNTY by representatives as selected by the County Administrator's office. The Municipal League or the County may call for such meeting by providing thirty (30) days notice to the other as set forth in paragraph 13 herein

7. Nothing in this Agreement shall preclude either party from litigating against the other on matters completely unrelated to and not contemplated by this Agreement.

8. This Agreement shall take effect only upon execution both by the COUNTY and those MUNICIPALITIES representing a majority of the population of the incorporated areas of the COUNTY. In the event that either the COUNTY fails or refuses to execute this Agreement or in the event that those MUNICIPALITIES representing a majority of the population of the incorporated

areas of the COUNTY fail to execute this Agreement, then this Agreement automatically shall be null and void and the parties hereto shall have no further rights or responsibilities hereunder.

9 The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Agreement shall have no affect upon the validity of any other part or portion hereof

10. To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

11. This Agreement shall be governed by and in accordance with the laws of the State of Florida.

12. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees

13 Any notice given under the provisions of this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid, to:

COUNTY·

Palm Beach County
Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, FL 33401

WITH A COPY TO:

County Attorney
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

MUNICIPALITIES.

Palm Beach County Municipal League, Inc.
301 N. Olive Avenue, 10th Floor
P.O. Box 1989 - Government Center
West Palm Beach, FL 33402
Attention. Executive Director, Jack L. Horniman

WITH A COPY TO.

Trela J. White, Esq
Attorney for Palm Beach County Municipal League, Inc.
Corbett & White
505 S. Flagler Drive, Suite 1003
West Palm Beach, FL 33401

The Municipal League, upon receipt of any notice provided herein, shall provide like notice to each municipality that is a party to the Agreement. Notice by certified or registered mail, return receipt requested, shall be deemed effective on the date that such notice is deposited in a United States Post Office.

14 The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance

15. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement

16. The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the day set forth above.

ATTEST:

By: _____
Municipal Clerk

(NAME OF MUNICIPALITY)

By: _____
Mayor

APPROVED AS TO FORM:
_____
CITY ATTORNEY

ATTEST:
DOROTHY H. WILKEN, Clerk

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Chair

R95 881D

JUL 11 1995

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

wpwin60\wpdocs\municipa\interloc.wpd

AMENDMENT #1 TO INTERLOCAL AGREEMENT R95 888D

This Amendment to the Interlocal Agreement dated August, 1993, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY") and City of Boynton Beach, a municipality located in Palm Beach County, Florida (hereinafter referred to as "MUNICIPALITY") is made and entered into this _____ day of JUL 11 1995, 1995 .

W I T N E S S E T H:

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes the levy of 1, 2, 3, 4, or 5 cent local option gas tax within the COUNTY; and

WHEREAS, the COUNTY and MUNICIPALITY entered into an Interlocal Agreement in August, 1993, to provide for the distribution formula for dividing the proceeds of the tax among the COUNTY and all eligible MUNICIPALITIES within the COUNTY; and

WHEREAS, the parties now wish to amend the Interlocal Agreement to provide periodic reviews of the method of distribution of local option gas tax revenues as referred to in Section 336.025(1)(d).

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto agree to amend the Interlocal Agreement as follows:

1. A new paragraph 15 shall be added to provide:

> The parties agree to meet every two (2) years to review the method of

distribution of the local option gas tax revenues in accordance with Section 336.025(1)(d), Florida Statutes. The MUNICIPALITIES shall be collectively represented at such meetings by the Palm Beach County Municipal League, Inc. and the COUNTY by representatives as selected by the County Administrator's office. Either the Municipal League or the County may call for such meeting by providing thirty (30) days notice to the other as set forth in paragraph 11 herein.

2. All other terms and conditions of the Interlocal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the day set forth above.

APPROVED AS TO FORM:
CITY ATTORNEY

ATTEST:

By: Suzanne M. Kruse
Municipal Clerk

(NAME OF MUNICIPALITY)

By: Harold S. "Jerry" Taylor
Mayor

ATTEST:
DOROTHY H. WILKEN, Clerk

By: Barbara A. Mitchell
Deputy Clerk

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By:
Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Maureen Gaddis
County Attorney

R95 888D

JUL 11 1995

G:\...\LNewton\AGM\GasTax2.AGM

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-065- Approve the final ranking for RFP No. PLDEV25-011R Comprehensive Plan Review Professional Services (Consultant) as recommended by the evaluation committee and allow negotiations to begin with the top-ranked proposer Chen Moore and Associates, Inc., and if negotiations fail to culminate into an agreement with the top-ranked proposer, enable staff to terminate negotiations and allow negotiations to begin with the 2nd-ranked proposer Kimley-Horn and Associates, Inc.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-065.

Explanation of Request: A comprehensive plan is crucial for the City of Boynton Beach as it provides a clear, strategic roadmap for sustainable growth, development, and resource management. This plan ensures that future decisions align with the city's long-term goals, addressing key areas such as infrastructure, land use, housing, environmental protection, and economic development. By proactively planning for the City's needs and challenges, the City can effectively manage growth, improve the quality of life for its residents, and ensure that development is balanced with environmental and community considerations. A well-developed comprehensive plan is a foundational tool for decision-making, fostering a cohesive vision for the city's future while adapting to changing circumstances and opportunities.

The City needs an Comprehensive Plan. To facilitate this process, the Purchasing Division worked with Planning and Development to develop a Request for Proposal ("RFP") pursuant to the Consultants' Competitive Negotiation Act (CCNA). The RFP was released on December 4, 2024, with a non-mandatory pre-proposal meeting on December 17, 2024. The solicitation was distributed to create maximum competition and had a proposal submission due date of January 27, 2025. As a result of the broadcast, the City received nine proposal submissions from the RFP. The evaluation committee was comprised to review the nine submittals in accordance with the criteria of the RFP.

The evaluation committee began reviewing and preliminary scoring the proposals after they were distributed. On February 18, 2025, the committee met at a publicly noticed, open-to-the-public meeting to discuss the submittals and the pros and cons of each. As a result of the meeting, the committee determined that it was in the City's best interest to shortlist the top three scoring proposal packages and request presentations.

On March 3, 2025, the evaluation committee witnessed presentations from the top three ranked firms:

1. Chen Moore and Associates, Inc.
2. Kimley-Horn and Associates, Inc.
3. Calvin, Giordano & Associates, Inc.

After witnessing the presentations, the evaluation committee reconvened in a publicly noticed meeting, open to the public, to assess each presentation's strengths and weaknesses. Following this discussion, the committee decided to eliminate Calvin, Giordano & Associates, Inc. from consideration and proceed with ranking the top two firms. As a result of the evaluation, Chen Moore and Associates, Inc. was ranked as the top firm, while Kimley-Horn and Associates, Inc. was ranked second.

The evaluation decided collectively through a consensus that it was in the best interest of the City to request the Commission's authorization and approval to allow negotiations to begin with the top-ranked firm, Chen Moore and Associates, Inc., and if negotiations fail to culminate into an agreement with the top-ranked firm, enable staff to terminate negotiations and allow negotiations to begin with the second-ranked firm, Kimley-Horn and Associates, Inc.

Staff will bring back the final agreement to the City Commission for approval.

How will this affect city programs or services? N/A

Budgeted Item: Yes

Account Line Item and Description: The Comprehensive Plan Review & Amendment has been budgeted for within the Planning and Zoning FY24/25 budget per the City's Strategic Plan.

Fiscal Impact: N/A

Attachments:
R25-065 Agenda_Item_2848-2025_RFP_PLDEV25-011R_Final_Ranking_and_Negotiations.docx
RFP No. PLDEV25-011 - COMPREHENSIVE PLAN REVIEW CONSULTANT - REVISED With Edits Accepted.pdf
PLDEV 25-011R - Chen Moore and Assoc - Complete.pdf
PLDEV 25-011R - Kimley-Horn and Associates - Complete.pdf

RESOLUTION NO. R25-065

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE FINAL RANKINGS FOR REQUEST FOR QUALIFICATIONS NO. PLDEV25-011R FOR COMPREHENSIVE PLAN REVIEW PROFESSIONAL SERVICES (CONSULTANT) AS RECOMMENDED BY THE EVALUATION COMMITTEE AND ALLOW NEGOTIATIONS TO BEGIN WITH THE TOP-RANKED PROPOSER CHEN MOORE AND ASSOCIATES, INC., AND IF NEGOTIATIONS FAIL TO CULMINATE INTO AN AGREEMENT WITH THE TOP-RANKED PROPOSER, ENABLE STAFF TO TERMINATE NEGOTIATIONS AND ALLOW NEGOTIATIONS TO BEGIN WITH THE 2ND-RANKED PROPOSER KIMLEY-HORN AND ASSOCIATES, INC.; AND FOR ALL OTHER PURPOSES.

WHEREAS, a comprehensive plan is crucial for the City of Boynton Beach as it provides a clear, strategic roadmap for sustainable growth, development, and resource management. This plan ensures that future decisions align with the city's long-term goals, addressing key areas such as infrastructure, land use, housing, environmental protection, and economic development. By proactively planning for the City's needs and challenges, the City can effectively manage growth, improve the quality of life for its residents, and ensure that development is balanced with environmental and community considerations. A well-developed comprehensive plan serves as a foundational tool for decision-making, fostering a cohesive vision for the city's future while adapting to changing circumstances and opportunities; and

WHEREAS, the City needed a new Comprehensive Plan. To facilitate this process, the Purchasing Division worked with Planning and Development to develop a Request for Proposal ("RFP") pursuant to the Consultants' Competitive Negotiation Act (CCNA). The RFP was released on December 4, 2024, with a non-mandatory pre-proposal meeting on December 17, 2024. The solicitation was distributed to create maximum competition and had a proposal submission due date of January 27, 2025. As a result of the broadcast, the City received nine proposal submissions from the RFP. The evaluation committee was comprised to review the nine submittals in accordance with the criteria of the RFP; and

WHEREAS, the evaluation committee began reviewing and preliminary scoring the proposals after they were distributed. On February 18, 2025, the committee met at a publicly

noticed, open-to-the-public meeting to discuss the submittals and the pros and cons of each. As a result of the meeting, the committee determined it was in the City's best interest to shortlist the top three scoring proposal packages and request presentations; and

WHEREAS, On March 3, 2025, the evaluation committee witnessed presentations from the top three ranked firms:

1. Chen Moore and Associates, Inc.

2. Kimley-Horn and Associates, Inc.

3. Calvin, Giordano & Associates, Inc.; and

WHEREAS, after witnessing the presentations, the evaluation committee reconvened in a publicly noticed meeting open to the public to assess each presentation's strengths and weaknesses. Following this discussion, the committee decided to eliminate Calvin, Giordano & Associates, Inc. from consideration and proceed with ranking the top two firms. As a result of the evaluation, Chen Moore and Associates, Inc. was ranked as the top firm, while Kimley-Horn and Associates, Inc. was ranked second; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the final rankings for Request for Qualifications No. PLDEV25-011R for Comprehensive Plan Review Professional Services (Consultant) as recommended by the evaluation committee and allow negotiations to begin with the top-ranked proposer Chen Moore and Associates, Inc., and if negotiations fail to culminate into an agreement with the top-ranked proposer, enable staff to terminate negotiations and allow negotiations to begin with the 2nd-ranked proposer Kimley-Horn and Associates, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the final rankings for Request for Qualifications No. PLDEV25-011R for Comprehensive Plan Review Professional Services (Consultant) as recommended by the evaluation committee and

allow negotiations to begin with the top-ranked proposer Chen Moore and Associates, Inc., and if negotiations fail to culminate into an agreement with the top-ranked proposer, enable staff to terminate negotiations and allow negotiations to begin with the 2nd-ranked proposer Kimley-Horn and Associates, Inc.

SECTION 3. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

REQUEST FOR PROPOSALS (RFP)

COMPREHENSIVE PLAN REVIEW PROFESSIONAL SERVICES (CONSULTANT)

RFP No. PLDEV25-011R

PUBLISH DATE:	ALL QUESTIONS DUE:
December 4, 2024	January 16, 2025 by 5:00 PM
NON-MANDATORY PRE-PROPOSAL CONFERENCE:	**PROPOSAL DUE AND OPENING DATE:**
December 17, 2024 at 10:00 AM	January 27, 2025 at 3:00 PM
Location: CITY OF BOYNTON BEACH ROOM 115 100 E. OCEAN AVENUE BOYNTON BEACH, FL 33435	**Where to Deliver Proposal** Boynton-beach.bidsandtenders.net

bids&tenders Online Submission Only

Advertisement Date: December 5, 2024

REQUEST FOR PROPOSALS
COMPREHENSIVE PLAN REVIEW (CONSULTANT)
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The City of Boynton Beach

Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

NOTICE TO PROPOSERS

REQUEST FOR PROPOSALS
FOR
COMPREHENSIVE PLAN REVIEW (CONSULTANT) SERVICES

RFP No. 25PLDEV-011R

Electronic Requests for Proposals (RFPs) shall be received by the e-procurement system up until **January 27, 2025; No Later Than 3:00 P.M. (Local Time);** unless specified otherwise and may not be withdrawn within (90) days after such date and time.

All RFPs received will be publicly opened and acknowledged of receipt by the City's e-procurement system electronically. The e-procurement system does not permit RFPs received after the assigned date and time. For the above reasons, it is recommended that the proposer(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED PROPOSERS:

To obtain documents online, please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF SERVICES:

The City of Boynton Beach's Planning and Development Department is seeking the services of a professional planning firm or other qualified entity to review, evaluate, and amend the City's Comprehensive Plan. The City conducted its last evaluation and appraisal of the Comprehensive plan in 2020 and adopted the Private Property Right element in 2023.

The new comprehensive plan and its nine (9) elements (Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space, Housing, Coastal Management, Intergovernmental Coordination, and Capital Improvement) should highlight the positive aspects of the City, the current challenges that it faces, and the various opportunities moving forward. Emphasis on the redevelopment and mixed-use development throughout the City, updates and preservation effort on the City's environmental sensitive lands, climate change resilience plan, improvements of the transportation system, and rapid growth and change in the community is expected. The final comprehensive plan should present a clear and unified vision for the future of the City.

A. Conduct a full review of the City's Comprehensive Plan, including data and analysis, and Goals, Objectives and Policies (GOPs) of all elements.

B. Create and implement a public engagement strategy to develop a clear vision for the future of the City's development.

C. Update data and analysis within nine (9) elements.

D. Review and update nine (9) elements of the City's Comprehensive plan including removing outdated details, maps, and wordiness.

E. Ensure that all elements comply with Florida Statues including the required 10-year minimum period.

F. Restructure all elements to create a more streamlined, reader-friendly comprehensive plan while ensuring that all elements are updated.

The Proposer(s) shall act as an independent contractor and not as an employee of the City.

PRE-PROPOSAL CONFERENCE:

A **NON-MANDATORY** Pre-Proposal Conference is scheduled for **December 17, 2024, at 10:00 AM** and will be held at City of Boynton Beach City Hall Room 115, 100 East Ocean Avenue, Boynton Beach, Florida 33435.

The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed contract, answer questions on the solicitation document, review the qualifications requested, provide instructions for submitting proposals, and discuss other relevant issues.

If any discussions or questions at the pre-proposal meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation or any other document, the City will issue an addendum to this Request for Proposals, as the City determines is appropriate.

No oral representation or discussion taking place at the pre-proposal meeting will be binding or may be relied upon by any person or entity. All questions prior to the pre-proposal meeting should be submitted in writing through the City's e-procurement system by the deadline for questions.

Questions related to this RFP are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific solicitation.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of the City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Division Director or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract that violates the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.071, sealed Proposal responses received by the City in response to a Request for Proposal are exempt from public records disclosure requirements until thirty (30) days after the opening of the Proposals unless the City announces intent to award sooner. If the City rejects all Responses submitted in accordance with a Request for Proposal, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Proposal response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Proposals, or replies.

CITY OF BOYNTON BEACH

COMPREHENSIVE PLAN REVIEW (CONSULTANT)
RFP No.: 25PLDEV-011R

SECTION I – INSTRUCTION TO PROPOSERS – SUBMISSION REQUIREMENTS

Procurement Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The consultant's qualifications, experience, and price will be factors in the evaluation.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in Section IV.

PURCHASING DIVISION

Our Purpose: The City of Boynton Beach's Purchasing Division is dedicated to fostering equitable and fair competition in our solicitations through a transparent procurement process. We actively collaborate with local vendors to ensure that every participant has an equal opportunity to secure government contracts. Our commitment to fairness and transparency is unwavering.

Our Mission Statement: *We are steadfast in our commitment to promoting integrity, transparency, and fairness in every step of the procurement process. This dedication is the cornerstone of our mission.*

We strive to maximize value for our community by fostering competitive opportunities for local businesses, ensuring compliance with regulations, and delivering exceptional service to our stakeholders. Through collaboration, planning, and innovation, we aim to support the city's goals while enhancing the economic vitality of our region.

Key Goals: *As guardians of the public trust, our Purchasing Division is deeply committed to its purpose and mission. Upholding the values of vision, integrity, efficiency, and quality service, we strive to fulfill our commitments with unwavering dedication.*

Community Impact: *Our local, state, and nationwide vendors are essential partners in our purpose and mission. We are dedicated to collaborating with qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and exceptional customer service.*

A Message to our Vendors:

Your work as a vendor is not just about delivering products and services. It's about enhancing the overall value of our services to our residents. We expect high-quality products and efficient services, delivered on time and as specified, to make a real difference in our community. Additionally, we anticipate that our vendors will collaborate with us as a team and maintain the highest standards of integrity in all interactions with the city's offices and departments. These are expectations and standards we hold all our vendors to.

Diligence in fulfilling the requirements of this solicitation will significantly enhance the overall quality of services delivered to our community. The City seeks a firm that embodies these principles in its work, and the successful candidates will be evaluated against the performance standards detailed in this solicitation.

1.0 DEFINITIONS

Whenever the following terms appear in the RFP or Proposal, the intent and meaning shall be interpreted as follows:

"Addenda"
Written or graphic instruments issued before opening solicitations that clarify, correct, or change the solicitation requirements or the contract document.

"Agreement"
The written agreement between the City and the Consultant covering the scope of work to be performed, including other Contract Documents attached to the Agreement and made a part thereof. The words "Agreement" and "Contract" are used interchangeably.

"City" or "Owner"
The City of Boynton Beach, Florida, a municipal corporation of the State of Florida

"Contract Administrator"
The Department's Director or some other employee expressly designated as Contract Administrator in writing

by the Director, who is the representative of the City concerning the Contract Documents.

"Contract Documents"

The Contract Documents consist of this Agreement, conditions of the contract (General, Supplementary, and other Conditions), drawings, specifications of this solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These Contract Documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

"Consultant "

The individual or firm who successfully receives the award for work to be completed as defined by this solicitation. Also referred to as Successful Proposer.

"Contract Administrator"

The City's authorized Contract representative.

"Defective"

An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, or deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"Evaluation/Selection Committee"

City Staff and /or outside consultants or subject matter experts who are assigned to evaluate the submitted proposals.

"Interested parties"

Firms or proposers interested in the solicitation and plan to eventually become proposers.

"Notice to Proceed"

A written notice given by the City to the Consultant fixing the date on which the contract time will commence to run and on which the Consultant shall start to perform the Consultant's obligations under the Contract Documents. Such Notice is to be issued by the project Contract Administrator.

"Online e-procurement system" or "e-procurement system"

The City of Boynton Beach's solicitation management system is "bids&tenders."

"Procurement Services"

The Procurement Division - Department of Finance of the City of Boynton Beach.

"Proposer/Offeror/Responder"

Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this solicitation, the terms "Offeror," "Proposer," and "Responder" are used interchangeably and have the same meaning.

"Request for Proposals (RFP)"

A method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract.

"Sub-Consultant"

Any person, firm, entity, or organization, other than the employees of the Consultant, who contracts with the Consultant to furnish labor, or labor and materials, in connection with the work or services to the City, whether directly or indirectly, on behalf of the Consultant.

"Responsible Proposer"

This means a person or firm capable of fully performing the requirements in the RFP and agreement and having the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance.

"Responsive Proposer"

This means a Person or firm who has submitted a Proposal that conforms in all material respects to the requirements outlined in this RFP.

"Written Amendment"

A written amendment of the Contract Documents, signed by the City and the Consultant on or after the Effective Date of the Agreement and typically dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents.

"Unit Price or Hourly Wage Work"

Work to be paid for based on unit prices outlined within the RFP.

"Project, Services, or Program"

All matters that will be required to be done by the Consultant in accordance with the Scope of Work, Terms and Conditions, and Special Provisions of this RFP.

The following instructions are given to guide Proposers in adequately preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

1.1 DEPARTMENTS WITHIN THE CITY OF BOYNTON BEACH

Anytime the City releases a new solicitation, it will contain a prefix of one of the following types:

AC = Arts and Culture
BD = Building Department
CC = City Clerk
CW = Citywide
CS = Community Standards
DS = Development Services
FIN = Financial Services
FR = Fire Rescue
GO = Golf
HR = Human Resources
ITS = Information Technology Solutions
LIB = Library
PLDEV = Planning and Development
PUBA = Public Affairs
PW = Public Works
PD = Police Department
RP = Recreations and Parks
UTL = Utilities

This prefix will denote the department responsible for initiating the solicitation request.

1.2 TYPES OF SOLICITATIONS PROVIDED BY THE CITY

Anytime the City releases a new solicitation, it will contain a suffix of one of the following types:

B = Invitation for Bid (ITB)
R = Request for Proposal (RFP)
L = Letter of interest (LOI)
Q = Request for Qualifications (RFQ)
RQ = Request for Quote (RFQ)

This suffix will determine what type of solicitation the City will be procuring.

The City reserves the right to add any additional solicitation types at any time.

1.3 PROCUREMENT DEFINITION FOR SOLICITATION

A **Request for Proposal (RFP)** is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The consultant's qualifications, experience, and price will be factors in the evaluation.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in SECTION IV.

1.4 ONLINE E-PROCUREMENT SYSTEM – (bids&tenders)

A. The City of Boynton Beach utilizes an electronic online e-procurement system service to notify and distribute its solicitation documents; please visit Boynton-beach.bidsandtenders.net.
B. To obtain documents online, please visit Boynton-beach.bidsandtenders.net.
C. Before registering for the opportunity, you may preview the solicitation documents with a Preview Watermark. Documents are not provided in any other manner.
D. Proposers are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the e-procurement System, not when a Submittal is

submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

E. For the above reasons, sufficient time is recommended to complete your RFP Submission and resolve any issues that may arise. The online e-procurement system's web clock shall determine the closing time and date.

F. Proposers should contact bids&tenders support listed below at least twenty-four (24) hours prior to the closing time and date if they encounter any problems.

G. The e-procurement system will send a confirmation email to the Proposer advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

1.5 EXAMINATION OF CONTRACT DOCUMENTS

A. Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

B. The Offeror, by and through the submission of a Proposal, agrees that it shall be held responsible for having examined the facilities and equipment (if applicable), is familiar with the nature and extent of the work and any local conditions that may affect it, and is familiar with the equipment, materials, parts, and labor required to perform the work successfully.

1.6 ELIGIBILITY OF PROPOSER

To be eligible to respond to participate in this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the contract, have successfully provided services similar magnitude as those specified in SECTION II. SCOPE OF WORK (SERVICES) of this solicitation to at least one city similar in size and complexity to the City of Boynton Beach or can demonstrate they have the experience with large-scale private sector clients and the managerial and financial ability to perform the services successfully.

1.7 QUALIFICATIONS OF PROPOSERS

A. No e-submission will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Boynton Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.

B. The City is not required to award any jobs to a Consultant based solely on their lowest e-submission price.

C. Awards will be based on past performance and quality of work in addition to the Consultant's RFP response.

D. If selected for a contract, all Consultants must perform to the satisfaction of the City before being considered for award of additional contracts.

E. Consultants whose performance is unsatisfactory shall be subject to debarment or suspension.

1.8 PRE-PROPOSAL CONFERENCE

The City may hold a pre-proposal conference for this project. The information regarding such a meeting will be noted on the 1st page of this document.

1.9 QUESTIONS AND ADDENDA ON THIS SOLICITATION

From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract Documents. Since all addenda are available to Proposers through the City's e-

Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Proposer to have received ALL addenda issued.

Proposers should check online at Boynton-beach.bidsandtenders.net before submitting their proposal and until the proposal closing time and date in the event, to ensure no additional addenda are issued.

If a Proposer submits their proposal before the solicitation closing time and date and an addendum has been issued, the e-procurement system shall WITHDRAW the proposal.

The submittal status will change to an INCOMPLETE STATUS, and the Proposal will be withdrawn. The Proposer can view this status change in the "MY BIDS" section of the e-procurement system.

A. The Proposer is solely responsible for creating any required adjustments to their Proposal, acknowledging the addenda, and ensuring the re-submitted Proposal is RECEIVED by the e-procurement System no later than the stated Proposal closing time and date.
B. The Proposer is responsible for submitting written questions or requesting clarification for items included in this solicitation through bids&tenders.
C. All responses to questions or inquiries, interpretations, and supplemental instructions will be in the form of a written addenda, which, if issued, will be posted through bids&tenders.
D. No verbal interpretations may be relied upon.
E. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document.
F. Proposer shall acknowledge receipt of any addenda through the e-procurement system by checking a box for each addenda and any applicable attachment.
G. It is the Proposer's responsibility to have received all issued addenda. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the solicitation closing time and date in the event additional addenda are issued.
H. If any interested parties have received this RFP packet from a source other than bids&tenders directly and the Interested Party is not registered with bids&tenders, they must register with bids&tenders.
I. No negotiations, decisions, or actions shall be initiated by the Proposer because of any discussions with a City employee.
J. Only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from proposers submitted through bids&tenders in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.
K. Late Submittal Responses are not permitted by the e-procurement system.
L. To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Proposer has obtained this solicitation from a third party, the responsibility is on the Proposer to create an e-procurement system vendor account and register as a plan taker for the solicitation with bids&tenders.
M. All expenses for making submittal responses to the City are to be borne by the Proposer.

1.10 MISTAKES WITHIN RFP

Proposers are cautioned to examine all terms, conditions, specifications, scope of work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure to examine all pertinent documents shall not entitle the proposer to any relief from the conditions imposed in the Agreement and may lead to the rejection of a proposal.

1.11 SUBMISSION OF THE PROPOSAL

A. The City's e-procurement solicitation system shall receive ELECTRONIC SOLICIAITON SUBMISSIONS ONLY.
B. **Hardcopy submissions are not permitted.**

C. Electronic Request for Proposals for this solicitation shall be received by the City's e-procurement system no later than the time outlined on page #1 of this solicitation.

D. Late responses are not permitted by the e-procurement system. It shall be the sole responsibility of the Proposer to have their Request for Proposals submittal submitted online.

E. All proposals shall be submitted in English.

F. All prices, terms, and conditions proposed in the submitted response shall be expressed in U.S. Dollars and will be firm for acceptance for ONE HUNDRED TWENTY (120) calendar days after the closing of the RFP.

1.12 SOLICITATION FORMS

A. The Proposer will submit a response to the solicitation (RFP) on the proposal submission forms provided. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.

B. The Proposer must state the price and the time of delivery for which they propose to deliver the equipment or service requested.

C. The Proposer must be licensed to do business as an individual, partnership, or corporation in the State of Florida.

D. All proposal submission forms should be executed and submitted for easy identification. Responses not submitted on proposal submission forms may be rejected.

E. All proposal submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

1.13 EXECUTION OF SOLICITATION DOCUMENTS

Proposal submissions to this solicitation must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

1.14 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted which, in the opinion of the City's evaluation committee, is incomplete, informal, or unbalanced or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify a response for all items called for in the schedule may render the proposal invalid.

1.15 REJECTION OF PROPOSALS

A. The City reserves the right to reject any proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is appropriately qualified to carry out the obligations and to complete the work contemplated.

B. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected if it indicates serious omissions, alterations in form, additions not called for, conditions, unauthorized alternates, or irregularities of any kind.

C. The City reserves the right to reject any or all proposals, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

1.16 WITHDRAWAL OF PROPOSALS

Any Responder may, without prejudice to themself, withdraw its response at any time prior to the expiration of the time during which responses may be submitted. Such withdrawal request must be in writing and signed in the same manner and by the same person who signed the response through bids&tenders. After the expiration period for receiving responses, no proposal can be withdrawn.

1.17 NO SUBMITTAL

A NO SUBMITTAL response can be submitted online through bids&tenders the e-procurement system.

1.18 SOLICITATION DEADLINE

The Proposer is responsible for ensuring that the proposal is submitted electronically by or at the proper time and date before the solicitation deadline. The e-procurement solicitation system does not permit late submission responses.

1.19 RIGHTS OF THE CITY FOR THIS REQUEST FOR PROPOSALS (RFP)

The City reserves the right to the following:

A. Reject any or all proposals.
B. Reject or cancel any or all proposals during the procurement process.
C. Reissue the solicitation.
D. Extend the RFP deadline time and date.
E. Procure any item by other means.
F. Increase or decrease the quantity specified in the Request for Proposals (RFP).
G. Consider and accept an alternate proposal as provided herein when most advantageous to the City.
H. Waive any defect, irregularity, or informality in any RFP procedure.
I. Waive as an informality technical error, minor deviations from specifications, defect, or accept a portion of any proposal deemed to be the most responsive, responsible Proposer(s) representing the most advantageous submission to the City.
J. In determining the "most advantageous proposal," price, quantifiable factors, and other factors are considered. Such factors include but are not limited to:
    a. Statement of Work
    b. Price Proposal
    c. Other factors contributing to the overall RFP outlined in SECTION IV – EVALUATION OF PROPOSALS.
K. Consideration may be given but is not necessarily limited to conformity to the specifications, including timely delivery; product warranty; a Proposer's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other agreements with the City or other government entities.

1.20 PROTEST PROCEDURE

Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Director, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the submittal price or $5,000, whichever is less.

The bond will be refunded to a protester if the protest is upheld. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Division within the deadlines as follows:

A. If the protest relates to a Request for Proposal, must be received before the solicitation submittal deadline date.

B. If the protest relates to any other matter relating to the solicitation, including the intent to award of an agreement, the protest must be received no later than **THREE (3)** regular business days after the date of the intent to award notification of award by a member of the purchasing staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

1.21 MINIMUM STANDARDS REQUIRED BY THE CITY

Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Proposer has the following:

A. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements.
B. A satisfactory record of performance.
C. A satisfactory record of integrity.
D. Qualified legally to contract within the State of Florida and the City of Boynton Beach.
E. Supplied all necessary information in connection with the inquiry concerning responsibility.

1.22 DISQUALIFICATION OF PROPOSER

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe collusion exists between proposers.

Automatic disqualifiers are as follows:
A. Not being licensed to perform the required work by the Consultant.
B. Not being eligible to submit a proposal due to violations listed under "Public Entity Crimes."
C. Not completing all required forms outlined in Section III 3.4 F.

1.23 INFORMATION AND DESCRIPTIVE LITERATURE

The Proposer must furnish all information requested in the spaces provided on the proposal submission form. Further, as may be specified elsewhere, each Proposer may need to submit cuts, sketches, descriptive literature, and technical specifications covering the products or services offered for proposal evaluation. Reference to literature submitted with a previous submittal or on file with the City will not satisfy this provision.

1.24 INTERPRETATIONS

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, officer, or employee during the solicitation process as described in the Cone of Silence except as otherwise specified. If the Proposer should be in doubt as to the meaning of any of the solicitation documents or believes that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Proposer shall direct questions to the Purchasing representative through the e-procurement solicitation system only by clicking on the "Submit a Question" button for this solicitation, no later than ten (10) days prior to the solicitation deadline.

1.25 CERTIFICATIONS, LICENSE, AND PERMITS

A. Unless otherwise directed by the City, the Proposer should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Licensing Board in the name of the Proposer.
B. If applicable, the Proposer shall also maintain a current Local Business Tax Receipt (Occupational License) for the County and all permits required to complete the contractual service at no additional cost to the City.
C. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the Consultant to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City.
D. It is the responsibility of the Proposer to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the Agreement, inclusive of any renewals.
E. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.
F. Failure to meet this requirement shall be considered a default of the Agreement.

1.26 SUB-CONSULTING

A. If a Proposer utilizes sub-consultants for any portion of the Agreement for any reason, the Proposer should state the name and address of the sub-consultant and the name of the

person to be contacted on the online form within the e-procurement system under "Schedule of Sub-consultant."

B. The City of Boynton Beach reserves the right to accept or reject any or all proposals wherein a sub-consultant is named and to make the award to the Consultant, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City.

C. The City also reserves the right to reject a submission of any Proposer if the solicitation names a sub-consultant who has previously failed to perform an award properly or failed to deliver on-time contracts of a similar nature or who cannot perform correctly under this award.

D . The City reserves the right to inspect all facilities of any sub-consultant to determine the foregoing.

E. The sub-consultant will be equally responsible for meeting all requirements specified in this Request for Proposals (RFP).

F. Proposers are encouraged to seek participation from minority and women-owned business enterprises in subcontracting opportunities. The City reserves all rights to determine the foregoing.

1.27 ESCALATOR CLAUSE

Any proposal that is submitted subject to an escalator clause will be rejected.

1.28 EXCEPTIONS BY PROPOSER

A. Incorporation in a proposal of exceptions to any portion(s) of the Contract Documents may invalidate the proposal. Exceptions to the Scope of Work and/or Special Provisions shall be clearly and specifically noted in the submitted proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS,**" which shall be attached to the proposal.

B. Any exceptions taken to the terms and conditions of the solicitation or the City's Agreement shall be considered a part of the Proposer's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/evaluation committee and ultimately may impact the overall evaluation of a Proposer's submittal.

C. The use of the Proposer's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract Documents.

1.29 TRADE SECRET

Any language contained in the Proposer's proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is, in the City's opinion, a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City that the Proposer claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

1.30 ANTI-KICKBACK AFFIDAVIT

Each Proposer shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

1.31 CONFLICT OF INTEREST / GIFT POLICY

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. All Proposers shall disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

A. CONFLICT OF INTEREST:

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a proposer considered for a City contract.

In addition, the Proposer shall disclose to City in writing all federal criminal law violations involving fraud, bribery, or gratuity that potentially affect the award of this solicitation. Failure to make the required disclosures can result in withheld payments, award termination, suspension, or debarment of the proposer.

B. ORGANIZATIONAL CONFLICT OF INTEREST:

The Proposer shall not have activities or relationships (a) causing the Proposer to be unable, or potentially unable, to render impartial assistance or advice to the City; (b) impairing the Proposer's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

1.32 GIFT POLICY

No Proposer who is a party to, or receives a benefit from, this Agreement shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the City. Further, no officer, employee, or agent of the City shall solicit or accept a gratuity, favor, or anything of monetary value from a Proposer who is a party to, or receives a benefit from, this Agreement.

1.33 CONFIRMATION OF MINORITY-OWNED BUSINESS

It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Proposer shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its submission.

1.34 LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications, or Requests for Letters of Interest, the solicitation shall include a criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. Local Preference shall not be applied when its application would result in an award that exceeds

the otherwise lowest responsive, responsible proposer by 5% or $5,000 whichever is lower. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification, or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference."

Respondents must include the Local Business Status Certification Form with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion.

1.35 AWARD OF AGREEMENT:

A. Agreement(s) or purchase order(s) will be awarded by the City to the most qualified, responsive, responsible Proposer whose submission represents the most advantageous proposal to the City, the price of the proposal, and other factors considered.

B. Proposals will be evaluated based on the evaluation factors and standards set forth herein. The City reserves the right to reject all proposals and waive technical errors as set forth herein.

C. In the event of a court challenge to an award by any Proposer, damages, if any, resulting from an award shall be limited to actual proposal preparation costs incurred by the challenging Proposer. Each party shall be responsible for its own attorney's fees and costs.

D. In no case will the award be made until all necessary investigations have been made into the Proposer's responsibility and the City is satisfied that the most qualified, responsive, responsible Proposer is qualified to do the work and has the necessary organization, licenses, permits, capital, and equipment to carry out the required work within the time specified.

1.36 SIGNING OF AGREEMENT:

An Award Letter will be presented to the Consultant. Within ten (10) calendar days after the award letter is issued, the Consultant should sign and deliver the Agreement to the City with the required bonds (if applicable) and insurance certificates. After receiving and approving such documents, the Agreement would be executed within thirty (30) calendar days. The City intends to deliver a fully signed and executed Agreement to the Consultant. At times, a purchase order will be issued in lieu of a formal agreement.

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PROFESSIONAL SERVICES (CONSULTANT)
RFP No: 25PLDEV-011R

SECTION II – SCOPE OF WORK (SERVICES) – PROJECT CONTRACT

2.1 BACKGROUND

The City of Boynton Beach's Planning and Development Department is seeking the services of a professional planning firm or other qualified entity to review, evaluate, and amend the City's Comprehensive Plan. The City conducted its last evaluation and appraisal of the Comprehensive plan in 2020 and adopted the Private Property Right element in 2023.

The new comprehensive plan and its nine (9) elements (Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space, Housing, Coastal Management, Intergovernmental Coordination, and Capital Improvement) should highlight the positive aspects of the City, the current challenges that it faces, and the various opportunities moving forward. Emphasis on the redevelopment and mixed-use development throughout the City, updates and preservation effort on the City's environmental sensitive lands, climate change resilience plan, improvements of the transportation system, and rapid growth and change in the community is expected. The final comprehensive plan should present a clear and unified vision for the future of the City.

2.2 SCOPE OF SERVICES

A. Conduct a full review of the City's Comprehensive Plan, including data and analysis, and Goals, Objectives and Policies (GOPs) of all elements.

B. Create and implement a public engagement strategy to develop a clear vision for the future of the City's development.

C. Update data and analysis within nine (9) elements.

D. Review and update nine (9) elements of the City's Comprehensive plan including removing outdated details, maps, and wordiness.

E. Ensure that all elements comply with Florida Statues including the required 10-year minimum period.

F. Restructure all elements to create a more streamlined, reader-friendly comprehensive plan while ensuring that all elements are updated.

2.3 TASKS REQUIRED BY CONSULTANT

A. **<u>Task 1: Review and analyze the existing Comprehensive Plan and relevant documents.</u>**

a Review of the current Comprehensive Plan and City's approved Strategic Plan and analyze if priorities within the existing Comprehensive Plan have been supported.

b Identify where updates and changes are needed in each element based on the current Comprehensive Plan and changes in state statues.

c Prepare for recommended amendments to each applicable element based on the Evaluation and Appraisal Review.

d Prepare and conduct a kick-off meeting with appropriate City representatives for each element (roundtable meetings).

e Attend a City Commission meeting and assist City staff in initial discussions with the Commission on the Comprehensive Plan update project and process. With City staff's assistance conduct several 1-on-1 interviews with Commissioners as may be necessary.

B. **<u>Task 2: Background Data, Inventory and Analysis.</u>**

a Continue review and incorporation of all relevant resources supplied by City for nine (9) elements.

b Research and prepare new data from appropriate data sources and as required by State statutes for inclusion in nine (9) elements.

c Coordinate with City staff to conduct group or individual interviews with key City personnel and officials to gain insight of their perspective and objectives for the Comprehensive Plan update.

d Review the City's approved Strategic Plan 2024 - 2029 (Resolution 24-205) and provide city staff a report to add and update applicable elements accordingly.

C. Task 3: Public Outreach and Participation.

a Prior to a kick-off meeting of public outreach and participation, discuss with City staff the particulars of a tailored strategy for reaching out to and engaging the public at different stages of the planning process.

b Develop a stakeholder database with assistance from City staff and officials and will notify to various community engagement activities.

c Prepare for a community profile summarizing statistics of the existing conditions in the city. This community profile can be utilized throughout the planning process.

d Conduct several "Community Engagement" events throughout the planning process. These citywide workshop-style meetings and/or open houses will be held at convenient central locations at times convenient to the largest possible number of attendees. The consulting team shall look at nontraditional design activities to interactively engage the attendees.

e In addition to Community Engagement meetings, prepare to discuss a wide range of the type of activities including such as social media, various survey techniques, meeting in a box and others. Supplementary public participation activities and tools shall be utilized to further the public participation.

f Create a web site appropriate to Boynton Beach guidelines and include nightly site backups and user maintenance.

D. Task 4: Summary and Recommendations

a Prepare for a summary based on the public engagement. The summary shall include the community's preferred strategies and focused visions for the City.

b Submit the summary to the City staff for reviews and comments.

c After the City staff reviews and edits, present the summary to the City Commission along with recommendations.

E. Task 5: Update Data and Analysis

a Prepare the updated Data & Analysis section for each Comprehensive Plan element. It will become basis for the update of the GOPs.

b The updated data and analysis shall include the areas for its potential impact on growth of the City, if annexed.

c The future condition maps that are adopted as part of the amended Comprehensive Plan should be updated for inclusion in the adoption document.

F. Task 6: Goal, Objective, and Policy updates.

a Review of existing Goals, Objectives and Policies (GOPs) of nine (9) elements (Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space,

Housing, Coastal Management, Intergovernmental Coordination, and Capital Improvement).

b Prepare recommendations for changes and updates of existing Goals, Objectives and Policies (GOPs) for each element.

c Draft amendments of the Goals, Objectives and Policies (GOPs) of nine (9) elements to address deficiencies, incorporate the City's future plan, and establishes a framework for the City through 2050.

d Following the City staff and Commission review of draft amendments, edit the Comprehensive Plan amendments as needed. City staff will coordinate internally to get appropriate review complete with other City staff and will supply with a consolidated list of edits.

G. Task 7: Adoption and Transmittal

a Present the drat Comprehensive Plan to City Commission meeting at the transmittal hearing.

b State Agency Review and comment: Update the draft according to the comments.

c Present the final Comprehensive Plan to the City Commission at the adoption hearing.

d Assist City staff as needed during the adoption and transmittal period.

H. Task 8: Provide a timeline schedule to complete the Comprehensive Plan amendment.

2.4 MINIMUM QUALIFICATIONS OF PROPOSER

Qualifications will only be considered from firms engaged in providing services as described in this RFP and who can provide evidence that they have established a satisfactory performance record in meeting the qualification requirements established in the RFP. Emphasis should be placed on the qualifications and experience of key personnel who will be directly involved in the work. Any sub-consultants proposed for collaboration shall be identified.

The responder should submit the following information with a statement of qualifications. This information, along with any other data that the City considers will be used in determining if the responder is qualified to provide the specified service and work.

1. Firm must have at least ten (10) years of considerable and successful relevant experience.
2. Firm must possess an AICP certification.

2.5 EXPECTED TIMELINE BY THE CITY

The City would like this project to be completed by January 31, 2026. The Proposer(s) shall act as an independent contractor and not as an employee of the City.

2.6 GENERAL

The Consultant(s) shall furnish all tools, materials, equipment, sub-consultants, labor, supervision, etc., as necessary for the Proposer to maintain and complete the assigned as outlined in the agreed-upon scope of work/services provided within this Request for Proposals. All mileage and travel time to and from the job site is not reimbursable. The City reserves the right to negotiate the Agreement's final terms, conditions, and pricing structure as may be in the City's best interest.

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COMPREHENSIVE PLAN REVIEW (CONSULTANT)
RFP No: 25PLDEV-011R

SECTION III – SUBMISSION OF PROPOSALS – REVISED

3.1 GENERAL REQUIREMENTS

The Technical Proposal aims to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this RFP. As such, the substance of the Proposal will carry more weight than its length, form, or manner of presentation. The Technical Proposal should demonstrate the qualifications of the Proposer and the particular staff to be assigned to this engagement. It should also specify an approach that will meet or exceed the RFP requirements. The selected Consultant(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFP expeditiously and economically, consistent with the City's needs. Additionally, the Consultant will be required to demonstrate recent experience successfully completing services similar to those specified in this RFP.

3.2 QUALIFICATIONS OF PROPOSERS

Proposals will be considered from qualified firms whose experience includes successful work in the industry. Qualifications will be substantiated via the fulfillment of various documented requirements within the submitted proposal.

1. Each Offeror shall submit a detailed proposal on the City's e-procurement platform containing the following items:
2. Complete the **Proposer's Qualification Statement**
3. **The Letter of Interest** shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.
4. Brief but complete history of your firm
5. **Narrative Document** describe the Firm and provide a statement of the Firm's qualifications for performing requested consulting services within South Florida and the approach that will be utilized to meet the requirements of this RFP.
6. Identify the services that your Firm's staff would complete and those that would be provided by sub-consultants, if any.

3.3 QUALIFICATIONS of PROJECT TEAM and AVAILABILITY of SPECIALTY RESOURCES

Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services, including:

1. **An organizational chart** that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key contract members".

2. **Narrative Document** to include resumes of key personnel who will actually be assigned to the City of Boynton Beach Comprehensive Plan project and describe their roles, qualifications and experience that demonstrates understanding of the requirements enumerated herein. Note: The city of Boynton Beach expects those individuals listed to be those who will actually perform the work. No substitutions will be permitted without the express written approval of the City.

3.4 CURRENT and PROJECTED WORKLOAD of THE PROPOSER (by local office if applicable)

Provide quantitative data that clearly indicates the ability of the Proposer to devote the necessary time and resources to successfully complete the service and projects promptly. Current and projected workload data shall be provided for each key project member as follows:
1. Current project work listing and remaining labor commitments.

2. Historically, describe the typical number of projects handled by the Proposer's key project managers at any given time.
3. Projected workload of project management activities as defined in the scope of services.
4. Identify any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work

3.5 REFERENCES

Provide a list of three (3) governmental agency references or similar contracts for which the Proposer has completed or is in progress within the past ten (10) years with the following information:

1. Name of Agency
2. Address
3. Contact Name, Email Address
4. Telephone Number

The City is interested in learning about other firms' or government agencies' experiences with your firm. Please do not list the City of Boynton as a reference.
Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will email or call each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

3.6 LICENSES AND CERTIFICATIONS

To be eligible for award of this contract, all Professional Services firms must possess at time of RFP closing, all applicable state and/or county license(s) as may be required to perform the scope as determined by state and/or county licensing agency.
Occupational license must be in effect as required by Florida Statute §205.065.

3.7 DOCUMENT UPLOADS

The following is a summary of documents required to be submitted or agreed to electronically for this RFP. Failure to include a technical proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which may have been inadvertently missed and, by their nature, do not impact the price or the Offeror's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive:

Document Upload 1: Non-Collusive Affidavit & Acknowledgement, Anti-Kickback Affidavit, Affidavit of Compliance with Foreign Entity Law, Affidavit of Compliance with Anti-Human Trafficking Laws
Document Upload 2: Affidavit Pursuant to Florida Statute § 287.135 and E-Verify Affidavit.
Document Upload 3: Provide copy of Florida Professional Registration Licenses
Document Upload 4: Current Certificate of Insurance including Professional Liability Insurance at the levels identified on the Insurance Advisory Form as an attachment and Form W-9.
Document Upload 5: Brief but Complete History of Company.
Document Upload 6: Narrative Document describing the Firm and provide a statement of the Firm's qualifications for performing requested consulting and planning services within South Florida and approach to RFP.
Document Upload 7: Organizational Chart and Narrative Document to include resumes of key personnel who will be assigned to the City of Boynton Beach project and describe their roles, qualifications and experience that demonstrates understanding of the requirements enumerated herein.
Document Upload 8: Narrative of Current and Projected Workload.
Document Upload 9: Documentation to support MBE / WBE / DBE / SBE Certification.
Document Upload 10: **Optional** - Submit any supplemental information you feel is relevant to the evaluation of your company's qualifications.

3.8 DIGITAL FORMS TO BE COMPLETED WITH PROPOSAL

The following fillable digital forms have been created and must be submitted/acknowledged with each bid:

1. Proposer Qualification Statement
2. Confirmation of Drug Free Workplace
3. Palm Beach Inspector General
4. Local Business Certification
5. Schedule of Sub-Consultants
6. References
7. Declaration of Minority Owned Business
8. Proposer Acknowledgement

3.9 PRICE PROPOSAL

All prices are entered into Bids and Tenders in Step 1 – Schedule of Prices. The form in the document is for informational purposes only

COMPREHENSIVE PLAN REVIEW (CONSULTANT)
RFP No: 25PLDEV-011R

SECTION IV – EVALUATION OF PROPOSALS

4.1 EVALUATION METHOD AND CRITERIA

A preliminary evaluation of each Proposal will be conducted by the City's Purchasing Division Agent or Designee through the City's electronic e-procurement system Boynton-beach.bidsandtenders.net.

This evaluation determines if the Proposal is responsive to the submission requirements as outlined in this solicitation based on the information provided about your firm. A responsive Proposal follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The City will assemble an Evaluation and Selection Committee, herein referred to as "Selection Committee," comprised of City staff and an outside consultant(s), if deemed necessary. The Selection Committee may utilize the City's e-procurement system to electronically evaluate all submittals based on the information provided and criteria as set forth in this solicitation. The City's Selection Committee will act in what they consider to be the best interest of the City and its residents. **Price shall not be the sole determining factor for selection.**

The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive, which means a Firm that has submitted a proposal that conforms in all material respects to the requirements in this RFP. The criteria provided below is provided to assist the Proposer in the allocation of their time and efforts during the submission process. These criteria serve as the evaluation framework used by the Evaluation Committee during both the scoring and, if applicable, the shortlisting process.

#	Evaluation Criteria	Possible Point Range	Weight
	Compliance with Request for Proposals Requirements (Responsiveness)	**[Mandatory].**	
A.	**Managerial Capacity, Relevant Experience, and Quality of Response**		
1.	Previous related work experience and qualifications in comprehensive plan amendments in South Florida.	0 - 10	25%

2.	Previous related work experience and qualifications in comprehensive plan amendments in coastal communities.	0 - 10	5%
3.	Management and a variety of specialized staffing	0 - 10	20%
B.	**Services to be Provided and Quality Control**		
4.	Demonstrates a clear understanding of the scope of work and other technical or legal issues related to the project	0 - 10	15%
5.	Demonstrate ability to perform the following specialized engineering work: transportation planning, utility planning, civil engineering	0 - 10	20%
C.	**References of Past Performance**		
6.	Previous work experience in public outreach related to Comprehensive Planning.	0 - 10	10%
7.	Approach to work, including the ability to meet deadlines	0 - 10	15%
D.	**Project Price Proposal**		
8.	Price	0 - 10	10%
9.	Local Vendor Preference (5 points):	0 or 10	5%
10.	Presentations (If requested by EC)	0 - 10	25%

4.2 QUALITATIVE GUIDELINES FOR ASSIGNING AWARD POINTS TO EVALUATION CRITERIA

EVALUATION CRITERIA

Each Evaluation Committee Member shall award a rating of 1 to 10 for each category based upon each member's assessment of Proposers response to the criteria.

The following qualitative guidelines:

- **10 - Outstanding Response:** Highly comprehensive, excellent reply that meets all the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFP category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This response is considered to be an excellent standard, demonstrating the Proposer's authoritative knowledge and understanding of the project.

- **9-8 Excellent Response:** Provides useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The Proposer provides insight into experience, knowledge and understanding of the subject.

- **7-6 Good Response:** Meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This response demonstrates an above average performance with no apparent deficiencies.

- **5-4 Fair Response:** Meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth.

- **3-1 Inadequate Response:** Minimally meets the requirements for the Evaluation Criteria as set forth in the

- **0-Failed Response/ No Response (no points awarded): Does not** meet the requirements for the Evaluation Criteria set forth in the RFP.

LOCAL PREFERENCE

- **10 - Business is located in the City limits of Boynton Beach**
- **0 - Business is located outside the City limits of Boynton Beach**

4.3 EVALUATION CRITERIA

a. **Compliance with Request for Proposals Requirements (Responsiveness) [Mandatory]**.

This refers to the adherence to all conditions and requirements of the Request for Proposals.

b. **Managerial Capacity, Relevant Experience, and Quality of Response**

This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the requested term contract the quality planning process that they utilize to ensure compliance with our specification's requirements, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria.

The proposer's capability in all respects to have sufficient management and supervisory staff available to manage work teams and project performance and to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification.

c. **Services to be Provided and Quality Control**

The proposer clearly demonstrated an understanding of the work to be performed.

d. **References of Past Performance**

Reference information was gathered from other entities regarding the past experience of the Proposer, as well as other areas addressed in the *Scope of Work* herein.

e. **Proposed Costs**

Offeror's price and cost proposals.

This refers to the proposed schedule included in the RFP. Each location has a separate charge. The City reserves the right to award to the proposer that is seen to be in the City's best interest. (**Please note that price is only one factor for consideration of award**).

Submitted project cost shall not be subject to change until formal negotiations have begun with a designated firm.

*Contract Cost will be calculated per the following "sample" formula.

Firm A: Proposed Price $20,000 Percentage = 100% X Weight (20) = 20 Points
Firm B: Proposed Price $25,000 Percentage = 80% X Weight (20) = 16 Points
Firm C: Proposed Price $28,000 Percentage = 71% X Weight (20) = 14.2 Points
Firm B's percentage is $20,000 ÷ $25,000 = 80% of maximum points

Firm C's percentage is $20,000 ÷ $28,000 = 71% of maximum points

a. **Local Vendor Preference**
(Prohibited by Local, State or Federal Grant funding provisions.)

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications, or Requests for Letters of Interest, the solicitation shall include a weighted criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification, or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference."

Respondents must include the Local Business Status Certification Form with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion.

4.4 CITY'S RIGHT TO USE BEST-VALUE SCORING

The Evaluation Committee also retains the discretion to employ a ranking system as an alternative to the weighted criteria. Upon request, the committee may rank the responses from 1st to 2nd place, based on the total number of submissions under review.

4.5 ADDITIONAL CLARIFICATION

The City reserves the right to seek clarification from any or all Proposers if the information received during the evaluation process requires further explanation. Clarifications may be requested either before or after shortlisting, depending on what the Evaluation Committee determines to be in the best interest of the City.

4.6 BEST AND FINAL OFFER

A process requested from one proposer or short-listed proposers for their best price(s) for a specific solicitation before determining a contract award. This shall be at the discretion of the Evaluation Committee. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions.

The City reserves the right to request Best and Final Offers from any or all Proposers if it is determined that further revisions to the proposal, including the proposed price, are necessary.

4.7 SELECTION PROCESS

A. An Evaluation Committee consisting of the City's staff members, and may include outside consultants as deemed necessary, will review each written submission to ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFP.

B. This weighted criterion is the evaluation framework the EC uses during the shortlist and scoring process.

C. The Evaluation Committee review of proposals meeting will be scheduled and publicly noticed and is open to anyone who wants to attend. All EC members scores may be electronically opened and read aloud for discussion among the Evaluation Committee members.

D. The Evaluation Committee may, at its sole discretion, request discussions or interviews or require presentations, additional information, or clarification of any information submitted by Respondent(s).

E. The Evaluation Committee may establish equal time limits for all firms as necessary to facilitate its evaluation. If conducted and after the completion of the discussions, interviews, or presentations, the Committee will utilize the presentation points outlined above.

F. After the final ranking is completed, the Evaluation Committee will make a motion for a recommendation for an award, which will be submitted to the City Commission for approval.

G. After approval by the City Commission, the City Representative authorized to execute contracts will execute an Agreement(s) based on the attached draft contract developed from this Request for Proposals (RFP).

H. The City reserves the right to include additional provisions if the inclusion is in the City's best interest, as determined solely by the City.

I. CONTACT WITH ANY PERSONNEL OF THE CITY OF BOYNTON BEACH OTHER THAN THE PROCUREMENT REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

J. In the event less than three (3) firms' express interest in a solicitation or less than three (3) are deemed qualified by the Evaluation Committee, then Procurement Services shall make a determination as to whether to proceed with the lesser number of firms.

K. If the decision is to re-advertise, and after a subsequent advertisement, resulting in three (3) firms that still cannot be qualified, then the City shall proceed hereunder with the qualified firms.

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PROFESSIONAL SERVICES (NON-CONSTRUCTION)
RFP No: 25PLDEV-011R

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.

5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Proposer shall not be a cause for relief from responsibility.

5.2 NON-COLLUSION

Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by a person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

5.3 LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and Ordinances of the City of Boynton Beach.

5.4 CONFLICT OF INTEREST

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5.5 ADDITIONAL HOURS QUANTITIES

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices proposal in this solicitation.

If additional quantities are not acceptable, the price proposal sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

5.6 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties. Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

5.7 LEGAL REQUIREMENTS:

Proposer shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

5.8 ON PUBLIC ENTITY CRIMES

All Request for Proposals as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

5.9 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

5.10 PURCHASE ORDER REQUIRED:

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Proposer certifies that all material, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

5.12 PALM BEACH COUNTY INSPECTOR GENERAL:

The Proposer and, if awarded Consultant, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

5.13 OTHER AGENCIES

Any Agreement(s) resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

5.14 VENUE AND GOVERNING LAW:

Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

A. The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

B. During the performance of the Agreement, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

C. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

D. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

E. The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

F. The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

G. The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

5.16 INDEPENDENT CONTRACTOR RELATIONSHIP:

The Proposer and, if awarded Consultant, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its

employees perform the work, and in all respects, the Consultant's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

5.17 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

5.18 LOBBYING - CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

5.19 LEGAL EXPENSES:

The City shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the Agreement, or any other matter generated by or relating to the Agreement.

5.20 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFP or agreement/contract to follow with Consultant is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Proposer.

5.21 DIRECT OWNER PURCHASES:

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

5.22 SCRUTINIZED COMPANIES:

By submission of a proposal for this solicitation, Consultant, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:
Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

5.23 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

5.24 NON-EXCLUSIVE

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

5.25 BUSINESS INFORMATION

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

5.26 AGREEMENT

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the contract or purchase order unless otherwise agreed by the City and the Proposer. See Enumeration of Precedence of Contract Documents. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

5.27 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

5.28 DRUG-FREE WORKPLACE

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the Proposer's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

D. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract, the employee will abide by the terms of the statement and will notify the Proposer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction or plea.

E. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.

F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Proposer represents and certifies that Proposer and all Sub-consultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Proposer represents and certifies that Proposer and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

5.31 RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

5.32 DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

5.33 PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFP unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

The Consultant agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the Agreement which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07, Chapter 688, and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law.

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the Agreement, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and

D. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by consultant must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. Failure of the Consultant to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the resulting Agreement. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

5.34 **SOVEREIGN IMMUNITY**

Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

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COMPREHENSIVE PLAN REVIEW (CONSULTANT)
RFP No: 25PLDEV-011R

SECTION VI – SPECIAL PROVISONS – TERM CONTRACT

The Consultant will be responsible for supplying necessary labor for the completion of services outlined in this RFP by the City of Boynton Beach.

The following special conditions shall apply to all Proposers and eventually to the Consultant(s) who are awarded the contract for these services.

6.1 ASSIGNMENT:

Any contract issued pursuant to this request for proposal and the funds that may come due hereunder are not assignable except with the prior written approval of the City.

6.2 ~~PERFORMANCE DURING EMERGENCY~~:

~~The Consultant agrees and promises that immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, the City shall be given "first priority" for all goods and/or services under the Agreement.~~

~~The Consultant agrees to provide all goods and/or services to City immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis.~~

~~The Consultant shall furnish a 24-hour phone number to the City. Failure to provide the goods and/or services to the City on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute a breach of Agreement and subject the Consultant to sanctions from doing further business with the City.~~

6.3 AGREEMENT EXTENSION

The City reserves the right to extend automatically for a period not to exceed an additional **ONE HUNDRED EIGHTY (180)** calendar days by mutual agreement and by filing a written notice signed by the Consultant to the City's Purchasing Department without further City Commission action. This extension shall provide the City with continual services for an additional term of the contract.

6.4 CHANGES TO SCOPE AND ADDITIONAL SERVICES

CITY or CONSULTANT may, from time to time, request changes that would increase, decrease, or otherwise modify the scope of services, as described in in Section II – Scope of Work to be provided under this Agreement subject to the requirements.

Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

CONSULTANT shall continue to render services while seeking a change order unless such services have not been authorized herein, by written amendment, or change order.

Services to be performed while a seeking change order which have not been described herein or

in a separate written amendment or change order shall be performed at the CONSULTANT'S own risk. In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written amendment or change order.

6.5 INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City, and its officers and employees (collectively "indemnified party", from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

\ (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due Consultant under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

The Consultant shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the Consultant's breach of any of the provisions of the contract. Consultant shall not be responsible for negligent acts of the City or its employees. Further, the Consultant shall hold the City harmless and indemnify the City for any funds that the City is obligated to refund the Federal Government arising out of the conduct, activities, or administration of the Agreement by the Consultant.

6.6 TERMINATION

The City, by written notice, may terminate in whole or in part any Agreement resulting from this RFP when such action is in the best interest of the City.

If the Agreements(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

A. DEFAULT AND TERMINATION FOR CAUSE:

The City may, by written notice of default to the Consultant, terminate the Agreement in whole or in part if the Consultant fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the Agreement in whole or in part because of default of the Consultant, the City may procure goods and/or services like those terminated, and the Consultant shall be liable for any excess costs incurred due to this action.

If it is determined that the Consultant was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the Consultant), the rights and obligations of the parties shall be those provided in Section "Termination for Convenience".

B. TERMINATION FOR CONVENIENCE OF CITY

Whenever the interests of the City so require, terminate the Agreement, in whole or in part, for the convenience of the City. Purchasing shall give fourteen (14) business days prior written notice of termination to the Consultant, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the

Agreement are terminated, the Consultant has the right to withdraw, without adverse action, from the entire Agreement.

Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subcontracts related to the terminated work.

Consultant shall indemnify the City against loss pertaining to this termination.

C. REMEDIES:

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

D. FUNDING OUT

This result of this Agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

6.7 PERFORMANCE OF CONSULTANT

The Proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting Proposer to comply with the conditions, terms, specifications, and requirements of the RFP shall be cause for cancellation of the RFP award, notwithstanding any additional requirements enumerated in the Special Conditions herein relating to performance-based contracting.

The City may, by written notice to the Responding Firm, terminate the Agreement for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

6.8 INSURANCE REQUIREMENTS

If a Consultant is providing a service under this Agreement, then the Consultant shall, at its sole expense, always maintain in full force and effect during the life of this Agreement, insurance coverages, and limits (including endorsements), as required by the City.

These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

All coverages with the exception of Worker's Compensation and Professional Liability, shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "**The City of Boynton Beach**". The Consultant shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of the Agreement.

It shall be the responsibility of the Consultant to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during

the time any of his/her personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the Consultant until such time as the items and/or work have been accepted by the City. The Consultant shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance with A.M. Best's Key Rating Guide, latest edition.

6.9 FORCE MAJEURE

The Agreement which is awarded to the Consultant may provide that the performance of any act by the City or Consultant thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to Consultant for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel, or renegotiate the Agreement.

6.10 INSPECTION AND ACCEPTANCE OF WORK PRODUCED

The City has the right to review, require correction, if necessary, and accept the work produced by the Consultant. Such review(s) shall be carried out within thirty (30) calendar days to not impede the work of the Consultant. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) calendar days from the date of receipt of such product from the Consultant.

The Consultant shall make any required corrections promptly at no additional charge and return a revised copy of the work requested to the City within seven (7) business days of notification or a later date if extended by the City.

Failure by the Consultant to proceed with reasonable promptness to make necessary corrections shall be a default. If the Consultant's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

6.11 CONTINGENCY FEE

Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

6.12 TRUTH IN NEGOTIATION REPRESENTATION

Consultant's compensation under this Agreement is based upon its representations to City, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

6.13 PERFORMANCE REVIEW EVALUATION:

The awarded Consultant(s) may receive a performance evaluation by City Staff during the course of the term contract. The City's Project Manager shall complete performance evaluations at the first

year of the contract or more frequent intervals as required by the Agreement **and** at the time of the end of the term contract.

Should the services provided by the Consultant fail to meet the expectations of the City's Project Manager, the Consultant shall have a period of ten (10) working days from the date notice is given to the Consultant by the City to correct all deficiencies in the under the contract.

All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the contract without the City being liable for any and all future obligations under the Agreement as determined by the City at its sole discretion.

The City, in its judgment, may elect to compensate the Consultant for any accepted work product through the date of termination of an authorized Purchase Order, provided it is in a form sufficiently documented and organized to allow subsequent utilization in completing the work product.

The City's Project Manager shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with bringing performance back to acceptable standards. It is equally important to complete the "Consultant Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the City's Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

The Contract Performance Evaluation Form enclosed within this document illustrates a sample evaluation form to be used by the City for the various types of services provided by the City.

6.14 ANTI-HUMAN TRAFFICKING

On or before the Effective Date of the Consultant entering into an Agreement with the City, the Consultant shall provide the City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

6.15 VERIFICATION OF EMPLOYMENT ELIGIBILITY – E-VERITY

Consultant represents that Consultant, and each Sub-consultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, City may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by City due to the termination.

6.16 ENTITIES OF FOREIGN CONCERN

The provisions of this section apply only if Consultant or any Sub-Consultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant is not organized under the laws of and does not have its principal place of business in, a foreign country of concern.

On or before the Effective Date, Consultant and any Sub-consultant that will have access to personal identifying information shall submit to the City executed affidavit(s) under penalty of perjury, in a form approved by the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes.

Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.17 SUCCESSORS AND ASSIGNS

The City and the Consultant each bind themselves and their successors and assigns to the other party in respect to all provisions of the Agreement. Neither the City nor the Consultant shall assign, sublet, convey, or transfer its interest in the Agreement without the prior written consent of the other.

6.18 ENUMERATION OF PRECEDENCE OF CONTRACT DOCUMENTS

If any portion of the Contract Documents appears to conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

The Fully Executed Agreement
The Instructions to Proposers
The Scope of Work (Services)
The Special Conditions
Standard General Terms and Conditions
Proposer's Proposal

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COMPREHENSIVE PLAN REVIEW (CONSULTANT)
RFP No: 25PLDEV-011R

PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned agrees to provide **professional planning firm or other qualified entity to review, evaluate, and amend the City's Comprehensive Plan** as called for by the Scope of Services and Proposal Documents and Agreement in the manner prescribed therein and to the standards of quality and performance established by the City for the unit price stated in the spaces herein provided.

Task 1: Review and analyze the existing Comprehensive Plan and relevant documents.	$_____
Task 2: Background Data, Inventory and Analysis	$_____
Task 3: Public Outreach and Participation.	$_____
Task 4: Summary and Recommendations	$_____
Task 5: Update Data and Analysis	$_____
Task 6: Goal, Objective, and Policy updates.	$_____
Task 7: Adoption and Transmittal	$_____
Task 8: Provide a timeline schedule to complete the Comprehensive Plan amendment	$_____
GRAND TOTAL	$_____

The Grand Total will be evaluated following the pricing formula outlined in **Section IV – EVALUATION OF PROPOSALS.**

All hourly rates provided shall be inclusive of all reimbursable expenses (travel, mileage, copies, etc.).

Any extra hourly professional services provided by Consultant that may be used on an as-needed basis.

	A LA CARTE - OPTIONAL SERVICES EXTRA SERVICES	
_____	PER HOUR	$_____
_____	PER HOUR	$_____
_____	PER HOUR	$_____

APPENDIX 'A'

DRAFT - AGREEMENT PROFESSIONAL SERVICES TERM CONTRACT

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND _____, FOR _____ CONSULTING SERVICES

This Agreement is made as of this __ day of _____, 20___, by and between _____, a _____, with a principal address of _____, hereinafter referred to as "Consultant," and the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS the City issued Request for Proposals No._____ (the "RFP") pursuant to state and local law to solicit proposals for _____ (the "Services"); and

WHEREAS Consultant responded to the RFP by submitting its Proposal dated _____ (the "Proposal"), and

WHEREAS the City created an evaluation committee, reviewed all proposals responses and scored the proposals in accordance with the criteria outline in the RFP; and

WHEREAS the City selected Consultant as the best qualified to perform the Services; and

WHEREAS the City desires to engage Consultant to provide such services to the City on an as-needed basis according to the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Consultant do hereby agree as follows:

1. SERVICES AND METHOD OF ORDERING SERVICES.

a. **Services**. Consultant shall provide the type of services described in the Scope of Services attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Consultant may be requested to provide specific Services for various and different tasks or projects. Consultant shall render the Services in a diligent, careful, thorough, and professional manner consistent with sound business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances or at the same time and in the same locality.

b. **Method of Ordering Services**. Services will be rendered in response to periodic written Task Orders (each a "Task Order") issued by the City on an as-needed basis. For each task or assignment, the City shall request the Consultant to develop for review by the City:

   a. A scope of services.

   b. An estimate of fees and costs based on the hourly rates established in this Agreement with sufficient detail to identify the various elements of costs, which amount shall constitute a guaranteed maximum and shall not be exceeded without the prior written approval of City.

   c. A task/deliverable schedule; and

   d. A payment schedule based on deliverables, which may not be front-loaded.

The Consultant and City shall execute a written Task Order upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule, and payment schedule. City shall not be liable to pay for any Services provided without a properly executed Task Order. Upon complete execution of a Task Order and issuance of a Purchase Order, Consultant shall provide all Services described in the Task Order, including all necessary, incidental, and related activities required for the full and complete performance of such Services. The form of the Task Order is attached hereto as **Exhibit B**. Any Task Order over the then-current procurement policy threshold shall require approval of the City Commission.

c. **Use of Subconsultants**. Consultant shall utilize only the subconsultants identified in a Task Order to provide the Services. Consultant shall obtain written approval of City before changing or modifying any subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each approved subconsultant to the terms stated in this Agreement and the applicable Task Order, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 24 on Consultant's subconsultants.

2. TIME FOR PERFORMANCE.

a. **Commencement of Work**. Services under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Consultant to proceed along with a purchase order. Consultant shall perform all Services and provide all deliverables required pursuant to this Agreement and each Task Order. Time is of the essence for the Consultant's performance of the duties, obligations, and responsibilities required by this Agreement.

b. **All task orders in regard to this contract are outline below**:

A. Task 1: Review and analyze the existing Comprehensive Plan and relevant documents.

a Review of the current Comprehensive Plan and City's approved Strategic Plan and analyze if priorities within the existing Comprehensive Plan have been supported.

b Identify where updates and changes are needed in each element based on the current Comprehensive Plan and changes in state statues.

c Prepare for recommended amendments to each applicable element based on the Evaluation and Appraisal Review.

d Prepare and conduct a kick-off meeting with appropriate City representatives for each element (roundtable meetings).

e Attend a City Commission meeting and assist City staff in initial discussions with the Commission on the Comprehensive Plan update project and process. With City staff's assistance conduct several 1-on-1 interviews with Commissioners as may be necessary.

B. Task 2: Background Data, Inventory and Analysis.

a Continue review and incorporation of all relevant resources supplied by City for nine (9) elements.

b Research and prepare new data from appropriate data sources and as required by State statutes for inclusion in nine (9) elements.

c Coordinate with City staff to conduct group or individual interviews with key City personnel and officials to gain insight of their perspective and objectives for the Comprehensive Plan update.

d Review the City's approved Strategic Plan 2024 - 2029 (Resolution 24-205) and provide city staff a report to add and update applicable elements accordingly.

C. Task 3: Public Outreach and Participation.

a Prior to a kick-off meeting of public outreach and participation, discuss with City staff the particulars of a tailored strategy for reaching out to and engaging the public at different stages of the planning process.

b Develop a stakeholder database with assistance from City staff and officials and will notify to various community engagement activities.

c Prepare for a community profile summarizing statistics of the existing conditions in the city. This community profile can be utilized throughout the planning process.

d Conduct several "Community Engagement" events throughout the planning process. These citywide workshop-style meetings and/or open houses will be held at convenient central locations at times convenient to the largest possible number of attendees. The consulting team shall look at nontraditional design activities to interactively engage the attendees.

e In addition to Community Engagement meetings, prepare to discuss a wide range of the type of activities including such as social media, various survey techniques, meeting in a box and others. Supplementary public participation activities and tools shall be utilized to further the public participation.

f Create a web site appropriate to Boynton Beach guidelines and include nightly site backups and user maintenance.

D. Task 4: Summary and Recommendations

a Prepare for a summary based on the public engagement. The summary shall include the community's preferred strategies and focused visions for the City.

b Submit the summary to the City staff for reviews and comments.

c After the City staff reviews and edits, present the summary to the City Commission along with recommendations.

E. Task 5: Update Data and Analysis

a Prepare the updated Data & Analysis section for each Comprehensive Plan element. It will become basis for the update of the GOPs.

b The updated data and analysis shall include the areas for its potential impact on growth of the City, if annexed.

c The future condition maps that are adopted as part of the amended Comprehensive Plan should be updated for inclusion in the adoption document.

F. Task 6: Goal, Objective, and Policy updates.

a Review of existing Goals, Objectives and Policies (GOPs) of nine (9) elements (Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space, Housing, Coastal Management, Intergovernmental Coordination, and Capital Improvement).

b Prepare recommendations for changes and updates of existing Goals, Objectives and Policies (GOPs) for each element.

c Draft amendments of the Goals, Objectives and Policies (GOPs) of nine (9) elements to address deficiencies, incorporate the City's future plan, and establishes a framework for the City through 2050.

d Following the City staff and Commission review of draft amendments, edit the Comprehensive Plan amendments as needed. City staff will coordinate internally to get appropriate review complete with other City staff and will supply with a consolidated list of edits.

G. Task 7: Adoption and Transmittal

a Present the drat Comprehensive Plan to City Commission meeting at the transmittal hearing.

b State Agency Review and comment: Update the draft according to the comments.

c Present the final Comprehensive Plan to the City Commission at the adoption hearing.

d Assist City staff as needed during the adoption and transmittal period.

H. Task 8: Provide a timeline schedule to complete the Comprehensive Plan amendment.

c. **Delays; Untimely Performance**.

i. **Delays; No Fault of Consultant**. If Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by the City or other governmental agencies having jurisdiction over the project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the City shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of the Consultant to notify the City in writing whenever a delay in approval by a governmental agency is anticipated or experienced and whenever a delay has been caused by factors outside of the Consultant's control and to inform the City of all facts and details related to the delay. Consultant must provide such written notice to the City within three (3) business days after the occurrence of the event causing the delay.

ii. **Delays Due to Consultant**. If Consultant fails to substantially complete the Services in whole or in part on or before the date established in each Task Order, Consultant shall pay City its proportional share of any claim for damages arising out of the delay. This section shall not affect either Party's indemnification rights or obligations otherwise outlined in this Agreement.

d. **If Task Order Continues Beyond Term**. Consultant shall complete each executed Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

3. AMOUNT AND METHOD OF COMPENSATION.

a. **Compensation**. As compensation for Services rendered by Consultant to the City pursuant to a duly executed Task Order, the City shall pay the Consultant an annual amount not to exceed _____ ($_____) ("Fee") calculated based on the anniversary date of complete execution of the Agreement. The Fee is based on the Hourly Rates outlined in the Fee Schedule attached hereto as **Exhibit C** and incorporated into this Agreement by reference. The Fee shall be

the sole compensation paid to consultant in connection with the rendition of the Services and the performance of all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by consultant.

b. **Subconsultant Fees**. If subconsultant is permitted, the Consultant shall bill the City for subconsultant fees with no markup and within any applicable maximum not-to-exceed amount.

4. NOTICES. All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Consultant: _____
_____
_____
_____
Telephone: _____
Email: _____

5. INVOICES AND PAYMENT. Invoices must identify the PO number, Task Order project description, and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Consultant shall provide a W-9 with the first invoice.

Payment shall be made only for services performed and completed pursuant to a duly executed Task Order and this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty, or incomplete rendition of the Services.

6. TAX EXEMPT. Prices applicable to the City do not include applicable state and local sales, use, and related

taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. The City will provide the Consultant with proof of tax-exempt status upon request.

7. **SOVEREIGN IMMUNITY**. Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES**. If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS**. The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

   a. Keep and maintain public records required by the city to perform the service when utilizing non-City-owned equipment.

   b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

   c. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and

   d. Upon completion of the contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of the term will remain, in compliance with Section

286.101, Florida Statutes.

11. **E-VERIFY**. Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for one (1) year after the date of termination.

12. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Consultant or any subconsultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant r is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Agreement, Consultant and any subconsultant that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 6. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

13. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Consultant shall provide City with an affidavit attesting that the Consultant does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

14. **COUNTRIES OF CONCERN**. The Consultant represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

15. **PUBLIC ENTITY CRIME ACT**. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

16. **CONTINGENCY FEE**. Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

17. **TRUTH-IN-NEGOTIATION REPRESENTATION**. Consultant's compensation under this Agreement is based upon its representations to City. Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

18. **DULY LICENSED**. Consultant represents that it is duly licensed to perform the Services under this Agreement and will continue to maintain all licenses and approvals required to conduct its business.

19. **FORCE MAJEURE**. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

20. **DISPUTES**. **The City shall be the sole judge of nonperformance.** Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

21. **TERMINATION**.

    a. **Termination for Convenience**. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice. In this event, the Consultant shall be compensated for services performed through the termination date, including services reasonably related to termination.

    b. **Termination for Cause**. In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

    c. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement. Consultant shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City.

    d. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding property rights, insurance, indemnification, governing law, and litigation shall survive termination of this Agreement and remain in full force and effect.

22. **INDEMNIFICATION**.
    The Consultant shall indemnify and hold harmless the City, and its officers and employees (collectively "indemnified party", from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive

the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due Consultant under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

The Consultant shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the Consultant's breach of any of the provisions of the contract. Consultant shall not be responsible for negligent acts of the City or its employees. Further, the Consultant shall hold the City harmless and indemnify the City for any funds that the City is obligated to refund the Federal Government arising out of the conduct, activities, or administration of the Agreement by the Consultant.

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23. INSURANCE. At the time of execution of this Agreement, the Consultant shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

a. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.

b. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

i. Premises and/or Operations on an occurrence basis.
ii. Completed Operations Liability on an occurrence basis.
iii. Broad Form Property Damage.
iv. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured. The Consultant will not be required add the City to Workers Compensation and Professional Liability insurance as an additional insured

c. Consultant shall require that each subconsultant maintains insurance coverage that adequately covers the Services provided by that subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such subconsultants comply with these requirements and that "and its officers, employees, and agents as additional insured" is named as an additional insured under the subconsultants' applicable insurance policies. Consultant shall not permit any subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

24. LIMITATION OF LIABILITY. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Consultant beyond the amount remaining due to Consultant under the Agreement, regardless of whether said liability be based in tort, contract, indemnity, or otherwise; and in no event shall City be liable to Consultant for punitive or exemplary damages or lost profits or consequential damages.

25. INDEPENDENT CONTRACTOR. The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Consultant is an independent contractor under this Agreement and shall not be considered the City's employee for any purpose. Consultant shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

26. **COMPLIANCE WITH LAWS**. Consultant hereby always warrants and agrees that material to the Agreement, Consultant shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

27. **BREACH OF REPRESENTATIONS**. Consultant acknowledges that City is materially relying on the representations, warranties, and certifications of Consultant stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the total amount of any damage incurred; and (d) debarment of Consultant.

28. **ASSIGNMENT**. If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Consultant, Consultant must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any company ownership change shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Consultant may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement. Consultant shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement within thirty (30) calendar days of such event.

29. **NO LIEN**. The Consultant shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Consultant.

30. **AGREEMENT SUBJECT TO FUNDING**. The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

31. **NON-EXCLUSIVE**. This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

32. **REPRESENTATION OF AUTHORITY**. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates applicable law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of consultant is duly authorized by all necessary and appropriate action to do so on behalf of consultant and does so with full legal authority.

33. **RIGHTS IN DOCUMENTS AND WORK**.

    a. **Ownership**. All videos, photographs, documents, materials, data, or other work created by Consultant in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Consultant hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work.

    b. **Deliverables Upon Conclusion of Task Order**. Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under any Task Order,

all documents and materials prepared for the City in connection with the Task Order. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

c. **Delivery Upon Expiration or Termination of Agreement**. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Consultant to City within seven (7) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all subconsultant(s).

d. **Reuse of Project Documents**. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in the applicable Scope of Services for any Task Order); and Consultant agrees to such reuse in accordance with this provision. Notwithstanding the foregoing, any modifications made by the City to any of the Consultants documents, or any reuse of the documents will be at the City's sole risk and without liability to the Consultant.

34. CONSULTANT'S STAFF. Consultant will provide the key staff identified in its Proposal if they are in Consultant's employment. Consultant will obtain prior written approval from the City to change key staff. Consultant shall provide City with such information as necessary for City to determine the suitability of proposed new key staff. City will be reasonable in evaluating key staff qualifications. If City desires to request removal of any of Consultant's staff, City shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

35. THIRD-PARTY BENEFICIARIES. Neither Consultant nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

36. MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and essential to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

37. COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

38. NON-DISCRIMINATION. Consultant and any subconsultants shall not discriminate based on race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

39. CONTROLLING PROVISIONS. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

40. **ENTIRE AGREEMENT**. The Agreement, including the RFP, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by a written amendment executed by the City and Consultant.

41. **SEVERABILITY**. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

_____
Ty Penserga, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

COMPANY NAME

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT A
SCOPE OF SERVICES

ATTACHMENT “A”

City of Boynton Beach
Risk Management
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured with the exception of Worker’s Compensation and Professional Liability. . This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of “B+” or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of Consultant)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & CollapseProducts-		
Completed Operations Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Per Claim Aggregate -	$1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation	Statutory Limits	
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Other - As Risk Identified	to be determined	

Revised 04/2021

25PLDEV-011R - COMPREHENSIVE PLAN REVIEW PROFESSIONAL SERVICES (CONSULTANT)

Opening Date: December 4, 2024 1:00 PM

Closing Date: January 27, 2025 3:00 PM

Vendor Details

Company Name:	Chen Moore and Associates, Inc.
Does your company conduct business under any other name? If yes, please state:	no
Address:	500 W Cypress Creek Rd Suite 600 Fort Lauderdale, FL 33309
Contact:	Karen Rachles
Email:	krachles@chenmoore.com
Phone:	954-730-0707
HST#:	59-2739866

Submission Details

Created On:	Monday December 30, 2024 12:16:36
Submitted On:	Monday January 27, 2025 09:00:16
Submitted By:	Karen Rachles
Email:	krachles@chenmoore.com
Transaction #:	e384f6fe-2e3a-4c64-8137-c22207a0c5af
Submitter's IP Address:	75.4.208.61

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

PRICE PROPOSAL FORM

The undersigned agrees to provide professional planning firm or other qualified entity to review, evaluate, and amend the City's Comprehensive Plan as called for by the Scope of Services and Proposal Documents and Agreement in the manner prescribed therein and to the standards of quality and performance established by the City for the unit price stated in the spaces herein provided.

The Grand Total will be evaluated following the pricing formula outlined in Section IV – EVALUATION OF PROPOSALS.

Tasks	Total *	Grand Total
Task 1: Review and analyze the existing Comprehensive Plan and relevant documents	$14,800.0000	$ 14,800.00
Task 2: Background Data, Inventory and Analysis	$14,800.0000	$ 14,800.00
Task 3: Public Outreach and Participation	$22,200.0000	$ 22,200.00
Task 4: Summary and Recommendations	$14,800.0000	$ 14,800.00
Task 5: Update Data and Analysis	$29,600.0000	$ 29,600.00
Task 6: Goal, Objective, and Policy updates	$29,600.0000	$ 29,600.00
Task 7: Adoption and Transmittal	$14,800.0000	$ 14,800.00
Task 8: Provide a timeline schedule to complete the Comprehensive Plan amendment	$7,400.0000	$ 7,400.00
	Subtotal:	$ 148,000.00

A LA CARTE - OPTIONAL SERVICES EXTRA SERVICES

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all inclusive" to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

Any extra hourly professional services provided by Consultant that may be used on an as-needed basis.

☐ We will not be submitting for A LA CARTE - OPTIONAL SERVICES EXTRA SERVICES

Line Item	Title of Services	Hourly Rates	Comments
1	Principal Planner	$240.0000	
2	Senior Planner	$140.0000	
3	Associate Planner	$95.0000	
4			
5			

Summary Table

Bid Form	Amount
PRICE PROPOSAL FORM	$ 148,000.00
Subtotal Contract Amount:	$ 148,000.00

Bid Questions

Please confirm the minimum qualification's.

MINIMUM QUALIFICATIONS OF PROPOSER
Qualifications will only be considered from firms engaged in providing services as described in this RFP and who can provide evidence that they have established a satisfactory performance record in meeting the qualification requirements established in the RFP. Emphasis should be placed on the qualifications and experience of key personnel who will be directly involved in the work. Any sub-consultants proposed for collaboration shall be identified.
The responder should submit the following information with a statement of qualifications. This information, along with any other data that the City considers will be used in determining if the responder is qualified to provide the specified service and work.
1. Firm must have at least ten (10) years of considerable and successful relevant experience.
2. Firm must possess an AICP certification.

Does your firm have these minimum qualifications? yes

Qualifications and Experience/Ability of Professional Personnel

Describe the experience and qualifications of all key Proposer and Sub-consultants. Summarize the quality of the firm's support personnel and continuity of staff. Describe the ability to perform additional services and provide technical support throughout engagement. Explain the ability to meet set standards. Provide evidence of a capable and well-organized engagement team and management plan.

Description	Response *
Describe the experience and qualifications of all key Proposer and Sub-Proposer players.	CMA has assembled a strong planning team of leaders in local government policies and community building. We were instrumental in organizing the successful Affordable Housing Symposium focusing on the Live Local Act in April 2024; and recently presented at the Florida APA conference in Tampa. CMA makes the commitment that all key personnel on this project team will be dedicated as necessary to meet the workload needs of the City. Below is a summary of CMA's key personnel that are assigned to this contract. For more detailed qualifications on our project team below, including education, licenses and any other pertinent information, please refer to their resumes within this section. Nilsa is CMA's Planning Director and Principal-in-Charge for this contract. She is a nationally and internationally recognized professional and Fulbright Scholar with over 25 years of experience working on challenging and complex planning initiatives. She is proficient in Florida Statutes and has prepared numerous Comprehensive Plan amendments, Land Development, Urban Design, Site Planning and Affordable Housing Planning Services. Because of her expertise, Nilsa was a speaker at the Florida APA conference in Tampa this past September 2024. Osniel's work is marked by a strategic approach. He excels in developing comprehensive plans that are meticulously tailored to communities' unique needs and aspirations, integrating land use, transportation, economic development, and environmental sustainability. His facilitation of stakeholder workshops, public forums, and focus groups is strategic, aiming not just to gather input, but also to build consensus and foster collaboration among diverse stakeholders. His in-depth analyses of demographic trends, market dynamics, and regulatory requirements are strategic tools, informing decision-making and strategy development. He has years of experience in Comprehensive Plan, Land Development, Urban Design, Site Planning and Affordable Housing Studies. Shahin is the Director of Quality Assurance, and he has over 33 years of experience in engineering design and project management related to public and private projects. His design experience includes stormwater management and drainage design, roadway and land development projects, specifically the design of water distribution systems, sanitary sewer collection and disposal systems, paving, grading, drainage systems, flood routing analysis, permitting construction oversight, and project closeout. Lance's expertise in long-range planning, policy analysis, and Florida Statutes is demonstrated in preparing Comprehensive Plans for local governments, including the Village of North Palm Beach, the Village of Tequesta, the Town of Palm Beach, Dania Beach, and others. He also has the credentials to conduct extensive public outreach initiatives, including workshops, charters, kiosks, surveys, and interviews. Lance's planning experience encompasses zoning codes, site plan reviews, and Comprehensive Plans. Matthew's GIS mapping and data processing knowledge is essential to preparing a comprehensive plan. His superior analytical skills with ArcGIS Pro, AutoCAD, and the 2020 US Census will facilitate trends analysis and provide realistic policies. He has prepared outstanding maps for the Village of North Palm Beach, the City of Lake Worth Beach, and the City of Dania Beach among others. Matthew currently serves as an extension of the Town of Palm Beach staff for site plan reviews. Santiago is passionate about designing and building communities. He graduated with a bachelor's degree from Florida Atlantic University. Santiago is dedicated to creating sustainable and livable communities that reflect a unique perspective and consider the history and context of each location. His expertise includes site analysis, master planning, and graphic design, which are integral to his design and project implementation process. Sara's proficiency in urban design, comprehensive plans, and land development regulations set the planning team apart from other consulting companies. She can review and update elements of the comprehensive plan and zoning codes by applying urban form and massing. This approach provides an overview of the land use designations applied to density and intensity. She is experienced in 3D renderings, including TwinMotion, SketchUp, and AutoCAD. She served as an extension of municipal staff at the Village of North Palm Beach, the City of Lake Worth Beach, and the Town of Manalapan. Eric is a Principal Landscape Architect for CMA's landscape architecture team. He is proficient in Florida's plant palette, local environmental conditions, and site-specific microclimates used to prepare aesthetic and functioning landscape designs. He is well versed in the use of low-impact development techniques specifically applied to site planning, and has extensive experience with parks and recreation facilities throughout Florida for public and private sector clients, providing design, permitting, and construction observation services for many types of improvements, including urban landscapes; public spaces; corporate campuses; industrial and educational facilities; athletic fields; pedestrian, bicycle, and equestrian trails; site amenities; playgrounds; boating and aquatic facilities;

	themed wayfinding; amphitheaters; landscape; hardscape; and irrigation. Additionally, he has acted as an extension of municipal staff in several South Florida Municipalities, reviewing permit plans, performing inspections, and rewriting local ordinances. Suzanne is a Principal Engineer and West Palm Beach Office Leader with CMA. She holds a bachelor's degree in civil engineering and a master's degree in engineering with a specialization in civil engineering from the University of Florida. Suzanne has managed a wide range of municipal utility, drainage, and roadway projects from the planning stages throughout construction. She also designs the site civil improvements for both public and municipal facilities. Throughout her career in Palm Beach County, Suzanne has developed relationships with the local regulatory agencies, municipalities, special districts and contractors that facilitate the design, permitting and construction of her projects. She has also managed a variety of subconsultants for multi-disciplinary projects under continuing services contracts. Brian is a Senior Environmental Scientist specializing in natural resource assessments, permitting, and certified arborist services. He provides numerous ecological services to clients, including the following: wetland delineation, function evaluation, mitigation design, monitoring, and permitting; upland habitat assessments; coastal habitat assessments and permitting; marine and estuarine habitat assessments and permitting; protected wildlife assessments and permitting; GPS data collection/mapping and GIS database development; NEPA document preparation and oversight; sediment and erosion control monitoring. As an ISA Certified Arborist, Brian provides numerous consulting arborist services to both public and private sector clients, including the following: GPS tree inventories and GIS tree database development; destroyed/damaged tree assessments; tree value estimates; tree grading; tree/utility conflict identification; hazard tree evaluations (risk assessment); analysis of tree canopy cover and ecological/monetary benefits; urban forest management plans; planting and maintenance bid packages, mangrove trimming oversight; tree removal permitting. Camille is a aTree Risk Assessment Qualified ISA Certified Arborist with five years of experience in planning and executing tree inventories, vegetation management plans, risk assessments and protected species surveys. She has experience with environmental science, urban forestry and vegetation management, tree protection plans and protected species surveys. Camille is dedicated to protecting the environment through local codes, industry standards and consistent management. Ben serves as the Director of Transportation/Principal Engineer for CMA and is responsible for the pursuit and delivery of transportation and aviation related design-build projects across the United States. He is responsible for managing risks and promoting the use of best practices in pursuit and delivery of transportation projects nationwide. He has 24 years of experience in project management and structural design for numerous transportation related projects in Florida, Georgia, Mississippi, South Carolina, North Carolina, Texas, Virginia, West Virginia and Ohio. Ben has been involved in a wide range of projects from a size and complexity standpoint. His experience includes work on multi-lane resurfacing projects, complete street improvements, all the way up to large scale design build projects for new roadway/bridge corridors on new alignments. This diversity in experience affords Ben a keen eye towards constructability and overall completeness of our project deliverables. Brent is the Director of Water Resources for CMA, with 20 years of professional experience. Brent has worked for a variety of public sector clients at the City, County and State level. His experience includes tasks as varied as hydrologic and hydraulic modeling related to environmental and flood protection studies and detailed engineering design and construction oversight for roadway, water, sewer, and stormwater infrastructure. Brent has provided infrastructure solutions in various settings from residential neighborhoods to commercial airports. As a life-long resident of Florida, Brent has maintained a commitment to serving the community both professionally and personally serving as an appointed board member for a municipal advisory board with maintaining involvement in the American Society of Civil Engineers (ASCE), the Florida Engineering Society (FES) and Leadership Florida. Subconsultant Key Staff Thuha, with over 20 years of experience, has participated in a variety of transportation engineering and planning projects that span transportation planning, traffic operations, safety analysis, travel demand modeling, multi-modal planning, and research.
Summarize the quality of the firm's support personnel and continuity of staff.	CMA is proposing a highly multidisciplinary and qualified team with established reputation in Palm Beach County including AICP planners, environmental scientists, landscape architects, P.E. engineers, and GIS experts, all collectively experienced in Florida Statutes and proficient in the importance of the Comprehensive Plan as a guiding document for local government strategic policies. The CMA Team has the credentials to provide land planning, urban design, public meeting facilitation, resiliency, transportation, drainage, water, and wastewater engineering. Our planning team is local, based in the City of West Palm Beach, a short distance from Boynton Beach, and we will be honored to provide planning services to the City and work closely with the City Staff. Communication is paramount for a successful Comprehensive Plan Update, and CMA is appointing Nilsa Zacarias, AICP, as the Principal-in-Charge for this initiative. Ms. Zacarias has over 25 years of experience working with local governments and preparing Comprehensive Plans for coastal communities in compliance with Florida Statutes. We will review your entire Comprehensive Plan through a resiliency lens and make recommendations to strengthen the effort by addressing flood and climate risks in all elements of the Comprehensive Plan where those initiatives can be integrated. Mr. Osniel Leon, AICP, Principal Planner, as the Project Manager, and Mr. Lance Lilly, Senior Planner, bring their in-depth knowledge of Florida Statutes Chapter 163, and outstanding analytical and writing skills to the team. Mr. Matt Veneziano's data analysis and GIS mapping expertise are essential to preparing a well-thought-through Comprehensive Plan. Ms. Sara Benbasat's proficiency in urban design will contribute to strengthening the character and identity of the City. Mr. Brian Volker, an environmental scientist, will focus on the Conservation and Coastal Management elements. The Transportation, Infrastructure, and Capital Improvement elements will be analyzed and updated by an expert team of licensed engineers as indicated in their resumes: Ms. Suzanne Dombrowski, P.E, and Mr. Benjamin Lehr, P.E., DBIA, LEED AP. Mr. Brent Whitfield, P.E., ENV SP, expertise in resiliency and vulnerability computer modeling will be an asset to address sea level challenges. With unparalleled technical analysis, writing skills, and sea level rise knowledge, the CMA Team will provide a successful and meaningful Comprehensive Plan update. We will update the Goals, Objectives and Policies to address coastal zone, conservation of natural resources, and resiliency; and, develop substantive Data and Analysis based on demographic information, existing plans and studies, best-known practices, Florida Statutes, Palm Beach County and local regulations. Our Team will prepare a substantive, graphically driven document easy to read. CMA is offering an option to create a new Resiliency Element to address the rising sea level and the vulnerability challenges that impact the City. Please see examples of Comprehensive Plan Amendments the CMA Team prepared for other local governments including the City of Lake Worth Beach and the City of Dania Beach.

Describe the ability to perform additional services and provide technical support throughout engagement.	Additional Services Urban Form and Massing The CMA Team has the credentials and expertise to provide urban design services. Our planning and landscape architects can deliver 3D architectural renderings for tasks related to the preparation of community vision plans, special area planning studies, downtown or mixed use area plans including retail or commercial market analysis, corridor studies neighborhood plans, park master plans, urban design standards including public facilities and streetscapes, affordable housing studies, and annexation plans. Our Team has the credentials and expertise to provide urban design and site planning services. Our planning and landscape architects can deliver CAD drawings and 3D architectural renderings. We will welcome the opportunity to work with City staff to develop conceptual design plans for specific areas, including neighborhood/ block layouts, site designs, and roadway redesign concepts. We are proficient in developing preliminary architectural designs as part of the conceptual work. As shown in following examples, we have the experience to produce high-quality presentation graphics and 3-D renderings that clearly communicate the proposed designs. The CMA Team of professionals are experienced in 3D Renderings to provide an understanding of Urban Form and Massing. We are proficient in AutoCAD, TwinMotion, and SketchUp softwares that can illustrate zoning and land uses in terms of density, intensity and height. Our Urban Design professionals have the knowledge to prepare rendering showing potential redevelopment scenarios, neighborhoods and blocks lay outs. Please see the following CAD renderings prepared for the City of Lake Worth Beach illustrating low, median and high density scenarios that allowed the municipality to make decisions regarding specific land uses and zoning regulations. Also, our planners are experts in writing zoning code changes including preparing ordinances, and presenting to P&Z Boards and City Council. We wrote the zoning code for the City of Westlake, the new city in Palm Beach County, and other numerous code amendments for local governments. Streetscape Design The CMA Team of planners and landscape architects has the knowledge and experience to support the City of Boynton Beach in the technical tasks of all areas of urban streetscape planning to guide public policy planning, and decision making to support the identity and character of a welcoming and lush city. Affordable Housing Planning The CMA planners are proficient in recent legislation regarding affordable housing, the Live Local Act. In fact, Ms. Zacarias served as the Chair of the successful Affordable Housing Symposium that focused on the Live Local Act held in April 2024. Since CMA serves as the Planning Department for the City of Westlake, we prepared the “Housing Assistance Purchase Program” an innovative program to fund eligible applicants under the Housing and Urban Development categories for low, moderate, and middle income households based upon income limitations. The program provides assistance to eligible households purchasing property within the City of Westlake's to cover a portion of the costs of homeownership such as down payment assistance and/or assistance with closing costs. CMA also assisted the City of Lake Worth Beach in drafting the Affordable/Workforce Housing Program to establish an affordable/workforce housing program within the City of Lake Worth Beach. The Affordable/ Workforce Housing Program provides incentives to encourage the inclusion of affordable and workforce housing units within both residential and mixed-use projects as well as planned developments of all types to provide for broader and more accessible housing options within the City. Urban Forestry Expertise CMA understands the value of protecting and supporting Urban Forestry in the City of Boynton Beach. Urban Forestry is the careful care and management of tree populations in urban settings for the purpose of improving the urban environment. Mr. Brian Voelker, M.S., SWPS, C.A., CLI, CMA's senior scientist and expert on Urban Forestry, can assist the City in applying to specific grants to support this initiative. Urban Forestry advocates the role of trees as a critical part of the urban infrastructure. There are also economic benefits associated with urban trees such as increased land, property, and rental value. Well-maintained trees and landscaped business districts have been shown to encourage consumer purchases and attract increased residential, commercial and public investments. Numerous studies have shown the direct relationship between home value, public health, and street trees. In her article “City Trees and Property Values,” Kathleen L. Wolf writes that there is a home price increase between 6-9 percent when there is good tree cover in a neighborhood, and a 10-15 percent increase when there are mature trees in a high income neighborhood. Urban forests and community gardens bring many environmental and economic benefits to cities. Among these are energy benefits in the form of reduced air conditioning by shading buildings, homes and roads, absorbing sunlight, reducing ultraviolet light, cooling the air, and reducing wind speed - in short improvement of the microclimates and air quality. GIS Data and Mapping The CMA Team was contracted by the Treasure Coast Regional Planning Council (TCRPC Dr. Kim DeLaney) to apply ArcGIS Business Analyst modeling and prepare mapping and data table for Palm Beach County 107 TOD Stations. This initiative is part of the 2050 Long Range Transportation Plan of the Palm Beach Transportation Planning Agency (TPA). Our team of planners are proficient in GIS mapping and prepared more than 1,000 maps for 107 TOD stations to be located in Palm Beach County. The GIS data and mapping processing includes potential redevelopment areas and the analysis includes a number of variables such as property value, age of structures, density, intensity and others.
Explain the ability to meet set standards.	With unparalleled technical analysis, writing skills, and sea level rise knowledge, the CMA Team will provide a successful and meaningful Comprehensive Plan update. We will update the Goals, Objectives and Policies to address coastal zone, conservation of natural resources, and resiliency; and, develop substantive Data and Analysis based on demographic information, existing plans and studies, best-known practices, Florida Statutes, Palm Beach County and local regulations. Our Team will prepare a substantive, graphically driven document easy to read. CMA is offering an option to create a new Resiliency Element to address the rising sea level and the vulnerability challenges that impact the City. We are committed to providing the City with professional planning services delivered proactively, on time, and within budget. With that, we are providing the City the right Team, and we are ready to meet or exceed the City’s expectations for the proposed contract and each team member is committed to making a positive commitment to perform the work in accordance with the terms of this subject RFQ. The CMA Team will utilize unparalleled technical analysis, writing proficiency, and expertise in resilience planning to deliver a Comprehensive Plan that addresses coastal zones, conservation, natural resource preservation, and resilience. Our team will update the Goals, Objectives, and Policies (GOPs) to reflect the City’s priorities and incorporate demographic trends, existing plans and studies, and local regulations, while aligning with the latest updates to Florida Statutes. Our approach will include creating a graphically driven, user-friendly document that reflects the City of Boynton Beach's unique vision and values. We will work with City staff to analyze each chapter of

the Comprehensive Plan, update its elements to reflect current trends and challenges, with emphasis on the redevelopment and mixed-use development throughout the City, and prepare actionable policies to promote preservation on the City's environmental sensitive lands, climate change resilience plan, improvements of the transportation system, and rapid growth in the community.

Proposed Deliverables and Services

Boynton Beach's coastal charm and thriving community are its greatest strengths. The CMA Team understands the City's commitment to protecting its natural resources, fostering economic growth, and enhancing residents' quality of life. Through meaningful community engagement and collaboration with City staff, residents and leadership we will ensure the updated Comprehensive Plan presents a clear and unified vision for the future of the City.

The CMA Team has the professional credentials to review, evaluate, and amend the City's Comprehensive Plan. We understand the City conducted its last evaluation and appraisal of the Comprehensive plan in 2020 and adopted the Private Property Right element in 2023.

We are committed to working closely with the City Staff, and present a clear and unified vision for the future of the City by accomplishing the following:

Recognizing the positive aspects of the City

Addressing current challenges and trends that it faces such as urban growth

Analyzing opportunities for redevelopment and mixed-use development throughout the City

Updating preservation efforts on the City's environmental sensitive lands

Proposing climate change resilience policies

Supporting and identifying improvements of the transportation system.

Our CMA Team understands the City of Boynton Beach opportunities and challenges and we are committed to accomplish the following goals:

A. Conduct a full review of the City's Comprehensive Plan, including data and analysis, and Goals, Objectives and Policies (GOPs) of all elements.

B. Create and implement a public engagement strategy to develop a clear vision for the future of the City's development.

C. Update data and analysis within nine (9) elements.

D. Review and update nine (9) elements of the City's Comprehensive plan including removing outdated details, maps, and wordiness.

E. Ensure that all elements comply with Florida Statues including the required 10-year minimum period.

F. Restructure all elements to create a more streamlined, reader-friendly comprehensive plan while ensuring that all elements are updated.

The CMA team has years of experience preparing and processing Comprehensive Plan Updates in compliance with Florida Statutes Chapter 163. CMA AICP planners have the knowledge to review the City's Comprehensive Plan for consistency with recent legislative changes, consistent with Florida Statutes.

We understand Boynton Beach challenges and trends, and are looking forward to assist and work along the City Staff. Our team will prepare a plan that is based on the City's values, community feedback, best know practices, Florida Statutes Title XI, Chapter 163, Section 163.3177 and local regulations that will guide the City's sustainable growth and redevelopment.

Our team comprises seasoned professionals with extensive expertise in Comprehensive Planning Services and brings together a diverse set of skills and backgrounds, including urban planning, environmental science, architecture, transportation and civil engineering. This multidisciplinary approach allows us to provide holistic and innovative planning solutions tailored to the unique needs of Boynton Beach.

The CMA Team's proposed approach includes the following tasks per the City of Boynton Beach RFP:

1. Review and analyze the existing Comprehensive Plan and relevant documents.

Collect detailed demographic and economic data, including population trends, housing, infrastructure capacity, and land use patterns.

Review the City's existing Comprehensive Plan, and City's approved Strategic Plan and analyze if priorities within the existing Comprehensive Plan have been supported.

Identify where updates and changes are needed in each element based on the current Comprehensive Plan and changes in state statues.

Prepare for recommended amendments to each applicable element based on the Evaluation and Appraisal Review.

Evaluate existing transportation networks, stormwater management systems, and natural resource conservation strategies.

Review local, county, and state regulations to ensure compliance with Florida Statutes.

2. Background Data, Inventory and Analysis.

Coordinate with City staff to conduct group or individual interviews with key City personnel and officials to gain insight of their perspective and objectives for the Comprehensive Plan update.

Review the City's approved Strategic Plan 224-2029 (Resolution 24-205) and provide city staff a report to add and update applicable elements accordingly.

Incorporation of all relevant resources supplied by the City for nine (9) elements.

Research and prepare new data from appropriate data sources and as required by State statutes for inclusion in nine (9 elements).

Develop branding strategies and outreach materials to encourage participation.

Leverage online tools and social media for ongoing community engagement.

3. Public Outreach and Participation.

Facilitate citizen forums, workshops, focus groups, and surveys to gather input on current and future development patterns.

Prior to kick-off meetings and public outreach. CMA team will discuss with City staff tailored strategy for reaching out to and engaging the public at different stages of the planning process.

Develop a stakeholder database with assistance from City staff and officials and will notify various community engagement activities.

Prepare community profile summarizing statistics of existing conditions in the city.

Utilize a wide range of engagement activities including social media, and various survey techniques and tools.

Create a web site appropriate to Boynton Beach guidelines and include nightly site backups and use maintenance.

A sustainable City is founded on the aspirations, values, and vision of its community. Citizen forums and community engagement are the cornerstone of the CMA Team planning expertise, and we will create a vibrant, proactive, and fun public engagement process to involve the community including residents, businesses, City's leadership, Administrators and City's Departments. Our communication strategy aims to engage a wide demographics to listen ideas, challenges and aspirations and build consensus.

We believe in a robust and wide civic community engagement program , and the CMA team can conduct citizen forums/hearings, open houses, charrettes, focus groups, other avenues of public input and citizen surveys to engage the residents and city stakeholders. Our team is proficient with Proactive Public Participation Programs (4Ps) that include the following initiatives:

	Branding to promote the importance and heighten residents' participation. Poster with a QR Code to allow the community to access information from their mobile phone. One-on-one interviews and Group Meetings with key stakeholders, City's leadership, administration, and departments. Public meetings with stakeholders to present draft and final document to gather feedback Boards, Council, and others. Charrettes, Visioning Workshops, and Open Houses at City Hall (all needed workshops and open houses). Kiosks at regular City Events to reach out the public where they gather (For example, green market, art festival, etc.). Bilingual Survey, paper copy and digital using QR Code to allow replying survey from mobile phone. The Survey will be in English and Spanish as needed. Strong Social Media and Online Presence, we will prepare its website for this initiative that could be linked to the City's website. 4. Summary and Recommendations. Prepare summary based on public engagement. Including the community's preferred strategies and focused vision for the City. Provide summary to the City staff for reviews and comments. Present summary to the City Commission along with recommendations, after the City staff reviews and edits. 5. Update Data and Analysis. Prepare updated Data & Analysis sections for each Comprehensive Plan element. Including areas for its potential impact on growth of the City if annexed. Update future conditions maps that are adopted as part of the amended Comprehensive Plan for inclusion in the adoption document. 6. Goals, Objectives, and Policies (GOPs) of nine (9) elements. Review and update all Comprehensive Plan elements, including Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space, Housing, Recreation and Open Space, Transportation, Coastal Management, Intergovernmental Coordination, and Capital Improvement. Develop an optional Resiliency Element to address sea level rise and vulnerability challenges. Update all required map series, including FEMA Flood Zones, Coastal High-Hazard Areas, and Future Land Use Maps, in compliance with Florida Statutes. Prepare recommendations for changes and updates of existing Goals, Objectives and Policies (GOPs) for each element. Draft amendments for each element to address deficiencies, incorporate the City's future plan, and establish a framework for the City through 2050. Incorporate feedback from stakeholders to refine the Comprehensive and edit Comprehensive Plan amendments as needed following City staff and Commission review. 7. Adoption and Transmittal. Present Comprehensive Plan to City Commission at the transmittal hearing. Facilitate compliance with Florida Commerce and assist with the transmittal and adoption process, including addressing the Objections, Recommendations, and Comments (ORC) Report. Present final Comprehensive Plan to the City Commission at the adoption hearing. Assist City staff as needed during the adoption and transmittal period. Provide regular draft updates and coordinate with the Local Planning Agency (LPA) and City Commission for reviews, workshops, and public hearings.

Provide evidence of a capable and well-organized engagement team and management plan.	We are committed to promoting sustainable and resilient communities. Our staff stays at the forefront of industry trends and best practices, continually updating their skills through professional development and certification programs. We are dedicated to integrating sustainability principles into all aspects of comprehensive planning, from reducing environmental impacts to enhancing quality of life for residents and supporting the business community. In addition to our experienced team of AICP planners, we have included an expert team of licensed engineers as indicated in their resumes: Suzanne Dobbrowski, P.E., ENV SP, and Ben Lehr, P.E., LEED AP. And lastly, we have included our engineer with extensive expertise in resiliency and vulnerability as indicated in their resume: Brent Whitfield, P.E., ENV SP, F.ASCE. Communication is paramount for a successful Comprehensive Plan Update, and CMA is appointing Nilsa Zacarias, AICP, as the Principal-in-Charge for this initiative. Ms. Zacarias has over 25 years of experience working with local governments and preparing Comprehensive Plans for coastal communities in compliance with Florida Statutes. We will review your entire Comprehensive Plan through a resiliency lens and make recommendations to strengthen the effort by addressing flood and climate risks in all elements of the Comprehensive Plan where those initiatives can be integrated. Mr. Osniel Leon, AICP, Principal Planner, as the Project Manager, and Mr. Lance Lilly, Senior Planner, bring their in-depth knowledge of Florida Statutes Chapter 163, and outstanding analytical and writing skills to the team. Mr. Matt Veneziano's data analysis and GIS mapping expertise are essential to preparing a well-thought-through Comprehensive Plan. Ms. Sara Benbasat's proficiency in urban design will contribute to strengthening the character and identity of the City. Mr. Brian Volker, an environmental scientist, will focus on the Conservation and Coastal Management elements. The Transportation, Infrastructure, and Capital Improvement elements will be analyzed and updated by an expert team of licensed engineers as indicated in their resumes: Ms. Suzanne Dombrowski, P.E, and Mr. Benjamin Lehr, P.E., DBIA, LEED AP. Mr. Brent Whitfield, P.E., ENV SP, expertise in resiliency and vulnerability computer modeling will be an asset to address sea level challenges. With unparalleled technical analysis, writing skills, and sea level rise knowledge, the CMA Team will provide a successful and meaningful Comprehensive Plan update. We will update the Goals, Objectives and Policies to address coastal zone, conservation of natural resources, and resiliency; and, develop substantive Data and Analysis based on demographic information, existing plans and studies, best-known practices, Florida Statutes, Palm Beach County and local regulations. Our Team will prepare a substantive, graphically driven document easy to read. CMA is offering an option to create a new Resiliency Element to address the rising sea level and the vulnerability challenges that impact the City. Please see our team's resumes beginning on page 2-6 for detailed information. WHY SELECT CMA? At CMA, we are more than a group of professionals focused on providing sustainable solutions to local governments in Florida. We are passionate about our services, and our goals focus on delivering positive, impactful solutions to the City staff and the community. Our passion drives us to go above and beyond, ensuring that our solutions are not only effective but also tailored to the unique needs of the City of Boynton Beach. Our commitment to the community is unwavering. We are leaders in community service and an array of professional societies. Our staff and activities center around making the community we work in a better place to live. This commitment leads to innovative approaches, flexibility, and insight into our projects that the standard design firm may not possess. We look forward to our interactions with the residents, business owners, elected officials, and regulatory agencies. We are ready and eager to bring our technical expertise and our community commitment to serve the City of Boynton Beach. Our team is prepared to tackle the challenges and opportunities that come with the Comprehensive Plan Review, and we are confident that our solutions will help the City continue to thrive and grow. In summary, CMA is in the best position to deliver the required services to the City because of our: 1. Experience with coastal communities Comprehensive Plan updates. 2. Technical expertise. 3. High-quality management and staff. 4. Large, capable professionals able to handle the workload of this contract. 5. Commitment to the community. We are committed to providing the City with professional planning services delivered proactively, on time, and within budget. With that, we are providing the City the right Team, and we are ready to meet or exceed the City's expectations for the proposed contract and each team member is committed to making a positive commitment to perform the work in accordance with the terms of this subject RFQ.

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

Letter of Interest

The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Letter of Interest Monday, January 27, 2025 City of Boynton Beach 100 E. Ocean Avenue Boynton Beach, FL 33435 Re: RFQ No. PLDEV25-011R Comprehensive Plan Review Professional Services (Consultant) Dear Selection Committee, The City of Boynton Beach has strived to preserve its natural resources and enhance the quality of life of its residents since its incorporation in 1920. We believe this dedicated commitment is reflected in the vibrant community life, outstanding recreation areas, lush residential districts, rich history, and growing business partners. Boynton Beach embraces this community vision "to be a beautiful coastal city with an energetic downtown and diverse neighborhoods providing distinctive art experiences, fun opportunities and positive climate for economic development while creating a sustainable future." Chen Moore and Associates, Inc. (CMA) is grateful for the opportunity to submit our response for the RFQ # 25PLDEV-011R Comprehensive Plan Review Professional Services. We are experts in Comprehensive Planning, and we assembled a high-level experience team with a proven reputation and exceptional local knowledge. The proposed CMA Team will prepare a document for a twenty (20) year planning period to reflect the City's values and vision and proposed solutions to address its challenges. CMA is an awarded multidisciplinary consulting firm founded in 1986 that offers outstanding planning, environmental, civil engineering, and landscape architecture services to local governments in Florida. TECHNICAL EXPERTISE CMA is proposing a highly multidisciplinary and qualified team with established reputation in Palm Beach County including AICP planners, environmental scientists, landscape architects, P.E. engineers, and GIS experts, all collectively experienced in Florida Statutes and proficient in the importance of the Comprehensive Plan as a guiding document for local government strategic policies. The CMA Team has the credentials to provide land planning, urban design, public meeting facilitation, resiliency, transportation, drainage, water, and wastewater engineering. Our planning team is local, based in the City of West Palm Beach, a short distance from Boynton Beach, and we will be honored to provide planning services to the City and work closely with the City Staff. Communication is paramount for a successful Comprehensive Plan Update, and CMA is appointing Nilsa Zacarias, AICP, as the Principal-in-Charge for this initiative. Ms. Zacarias has over 25 years of experience working with local governments and preparing Comprehensive Plans for coastal communities in compliance with Florida Statutes. We will review your entire Comprehensive Plan through a resiliency lens and make recommendations to strengthen the effort by addressing flood and climate risks in all elements of the Comprehensive Plan where those initiatives can be integrated. Mr. Osniel Leon, AICP, Principal Planner, as the Project Manager, and Mr. Lance Lilly, Senior Planner, bring their in-depth knowledge of Florida Statutes Chapter 163, and outstanding analytical and writing skills to the team. Mr. Matt Veneziano's data analysis and GIS mapping expertise are essential to preparing a well-thought-through Comprehensive Plan. Ms. Sara Benbasat's proficiency in urban design will contribute to strengthening the character and identity of the City. Mr. Brian Volker, an environmental scientist, will focus on the Conservation and Coastal Management elements. The Transportation, Infrastructure, and Capital Improvement elements will be analyzed and updated by an expert team of licensed engineers as indicated in their resumes: Ms. Suzanne Dombrowski, P.E, and Mr. Benjamin Lehr, P.E., DBIA, LEED AP. Mr. Brent Whitfield, P.E., ENV SP, expertise in resiliency and vulnerability computer modeling will be an asset to address sea level challenges. With unparalleled technical analysis, writing skills, and sea level rise knowledge, the CMA Team will provide a successful and meaningful Comprehensive Plan update. We will update the Goals, Objectives and Policies to address coastal zone, conservation of natural resources, and resiliency; and, develop substantive Data and Analysis based on demographic information, existing plans and studies, best-known practices, Florida Statutes, Palm Beach County and local regulations. Our Team will prepare a substantive, graphically driven document easy to read. CMA is offering an option to create a new Resiliency Element to address the rising sea level and the vulnerability challenges that impact the City. Please see examples of Comprehensive Plan Amendments the CMA Team prepared for other local governments including the City of Lake Worth Beach and the City of Dania Beach. WHY SELECT CMA? At CMA, we are more than a group of professionals focused on providing sustainable solutions to local governments in Florida. We are passionate about our services, and our goals focus on delivering positive, impactful solutions to the City staff and the community. Our passion drives us to go above and beyond, ensuring that our solutions are not only effective but also tailored to the unique needs of the City of Boynton Beach. Our commitment to the community is unwavering. We are leaders in community service and an array of professional societies. Our staff and activities center around making the community we work in a better place to live. This commitment leads to innovative approaches, flexibility, and insight into our projects that the standard design firm may not possess. We look forward to our interactions with the residents, business owners, elected officials, and regulatory agencies. We are ready and eager to bring our technical expertise and our community commitment to serve the City of Boynton Beach. Our team is prepared to tackle the challenges and opportunities that come with the Comprehensive Plan Review, and we are confident that our solutions will help the City continue to thrive and grow. In summary, CMA is in the best position to deliver the required services to the City because of our: 1. Experience with coastal communities Comprehensive Plan updates. 2. Technical expertise. 3. High-quality management and staff. 4. Large, capable professionals able to handle the workload of this contract. 5. Commitment to the community. We are committed to providing the City with professional planning services delivered proactively, on time, and within budget. With that, we are providing the City the right Team, and we are ready to meet or exceed the City's expectations for the proposed contract and each team member is committed to making a positive commitment to perform the work in accordance with the terms of this subject RFQ. We are looking forward to the opportunity to present our qualifications and approach in more detail to the selection committee. Should you have any questions, please do not hesitate to contact me at (561) 758-2252, or via email at nzacarias@chenmoore.com. Respectfully submitted, Nilsa Zacarias, AICP Principal-in-Charge, Director of Planning CHEN MOORE AND ASSOCIATES, INC.

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses.

☑ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?			
Please select the appropriate response			
Do you possess a certification qualifying your business as a Minority Owned business?			
Issuing organization name			*
Date of Issuance			*

VENDOR DRUG FREE WORKPLACE

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

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Line Item	Description	Yes or No *
1	I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section.	◉ Yes ○ No

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.
The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Line Item	Description	Yes or No *
1	The Proposer hereby acknowledges and agrees.	◉ Yes ○ No

References

In order to be considered**, the Proposer must** list the minimum number of three (3) governmental agency references or similar contracts for which the Proposer has completed or is in progress within the past ten (10) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein. Please include the following information:

a. Name of Agency
b. Address
c. Contact Name, Email Address
d. Telephone Number

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton Beach as a reference.**

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will **email** or **call** each reference up to three (3) times. If there is no answer or response after the third attempt, the City may apply no points for that project experience.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *	Reference 4 - Completed or In Progress
Company Name	The City of Westlake	The City of Lake Worth Beach	The City of Dania Beach	
Address	4001 Seminole Pratt Whitney Road, Westlake, FL 33470	1900 2nd Avenue North, Lake Worth Beach, FL 33461	1201 Stirling Rd, Dania Beach, FL 33004	
Contact Name	Kenneth Cassel	William Waters	Eleanor Norena	
Phone	(561) 530-5880	(561) 586-1647	(954) 924-6800	
Email	kcassel@westlakegov.com	wwaters@lakeworthbeachfl.gov	enorena@daniabeachfl.gov	

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, write "Not-Applicable" or "NONE" across the form.

☐

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their

"**OWN FORCES**".

Line Item	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1	via planning, inc.	12555 Orange Drive, Suite 113, Davie, FL 33330	PE74050	$7,400	5%

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- 1. Non-Collusive Affidavit & Acknowledgement, Anti-Kickback Affidavit, Affidavit of Compliance with Foreign Entity Law, Affidavit of Compliance with Anti-Human Trafficking Laws - 1. Forms.pdf - Friday January 24, 2025 14:20:42
- 2. Affidavit Pursuant to Florida Statute § 287.135 and E-Verify Affidavit. - 2. Forms.pdf - Friday January 24, 2025 14:21:39
- 3. Provide copy of Florida Professional Registration Licenses - 3. Forms.pdf - Friday January 24, 2025 14:22:46
- 4. Current Certificate of Insurance including Professional Liability Insurance at the levels identified on the Insurance Advisory Form as an attachment and Form W-9. - 4. Forms.pdf - Friday January 24, 2025 14:24:00
- 5. Brief but Complete History of Company. - 5. Forms.pdf - Friday January 24, 2025 14:28:47
- 6. Narrative Document describing the Firm and provide a statement of the Firm's qualifications for performing requested consulting and planning services and approach to RFP. - 6. Forms.pdf - Friday January 24, 2025 14:30:15
- 7. Organizational Chart and Narrative Document to include resumes of key personnel who will be assigned to the City of Boynton Beach - 7. Forms.pdf - Friday January 24, 2025 14:31:37
- 8. Narrative of Current and Projected Workload. - 8. Forms.pdf - Friday January 24, 2025 14:35:41
- 9. Documentation to support MBE / WBE / DBE / SBE Certification. - 9. Forms.pdf - Friday January 24, 2025 14:36:38
- 10. Optional - Submit any supplemental information you feel is relevant to the evaluation of your company's qualifications. - 10. Forms.pdf - Friday January 24, 2025 14:43:50
- Additional Document - CMA Submittal.pdf - Monday January 27, 2025 08:52:59

Addenda & Declarations

BACKGROUND

The City of Boynton Beach's Planning and Development Department is seeking the services of a professional planning firm or other qualified entity to review, evaluate, and amend the City's Comprehensive Plan. The City conducted its last evaluation and appraisal of the Comprehensive plan in 2020 and adopted the Private Property Right element in 2023.

The new comprehensive plan and its nine (9) elements (Future Land Use, Transportation, Utilities, Housing, Recreation and Open Space, Transportation, Coastal Management, Intergovernmental Coordination, and Capital Improvement) should highlight the positive aspects of the City, the current challenges that it faces, and the various opportunities moving forward. Emphasis on the redevelopment and mixed-use development throughout the City, updates and preservation effort on the City's environmental sensitive lands, climate change resilience plan, improvements of the transportation system, and rapid growth and change in the community is expected. The final comprehensive plan should present a clear and unified vision for the future of the City.

The City of Boynton Beach it's looking for a consultant to provide the following:

A. Conduct a full review of the City's Comprehensive Plan, including data and analysis, and Goals, Objectives and Policies (GOPs) of all elements.
B. Create and implement a public engagement strategy to develop a clear vision for the future of the City's development.
C. Update data and analysis within nine (9) elements.
D. Review and update nine (9) elements of the City's Comprehensive plan including removing outdated details, maps, and wordiness.
E. Ensure that all elements comply with Florida Statues including the required 10-year minimum period.
F. Restructure all elements to create a more streamlined, reader-friendly comprehensive plan while ensuring that all elements are updated.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Nilsa Zacarias, Principal-in-Charge, Director of Planning, Chen Moore and Associates, Inc.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
PLD25-001R - Comprehensive Plan - Addendum 5 Wed January 8 2025 03:20 PM	☑	–
Comprehensive Plan - Addendum No. 4 Thu January 2 2025 03:09 PM	☑	1
COMPREHENSIVE PLAN - Addendum 3 Mon December 23 2024 11:58 AM	☑	1
Comprehensive Plan - Addendum 2 - Final Mon December 23 2024 11:26 AM	☑	5
Comprehensive Plan - Addendum 1 Mon December 16 2024 05:21 PM	☑	2

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NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)
:
County of Broward)

Peter Moore, P.E., F.ASCE, FACEC, F.FES, being first duly sworn, deposes and says that:

1) He/She is President (Title) of Chen Moore and Associates (Name of Corporation or Integrator), the proposer that has submitted the attached BID:

2) He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, integrator or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID price or the BID price of other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

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relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
N/A	N/A

Witnesses:

Karen Rachles
Typed name: Karen Rachles

Leigh Barron
Typed name: Leigh Barron

BIDDER:

Signed: _____
Name: Peter Moore, P.E., F.ASCE, FACEC, F.FES
Title: President

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 27th day of January, 20__, by 25, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 27th day of January, 20 25

_____
Notary Public (Signature)

My Commission Expires: June 7, 2026

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CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

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I, Peter Moore, P.E., F.ASCE, FACEC, F.FES, on behalf of Chen Moore and Associates, Inc. certify

Print Name and Title | Company Name

that Chen Moore and Associates does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may

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subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Chen Moore and Associates, Inc. _____

COMPANY NAME

_____

SIGNATURE

Peter Moore, P.E., F.ASCE, FACEC, F.FES

PRINT NAME

President

TITLE

January 27, 2025

DATE

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 27th day of January 2025, 20__, by Peter Moore, P.E., F.ASCE, FACEC, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 27th day of January, 202_ 5

_____
Notary Public (Signature)

STEPHANIE M. WILLIAMS
Commission # HH 238202
Expires June 7, 2026

June 7, 2028
My Commission Expires:

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ANTI-KICKBACK AFFIDAVIT

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STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME – SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 27th day of January, 20 25, by Peter Moore, P.E., F.ASCE, FACEC, who is personally known to me or who has produced _____ as identification.
Sworn and subscribed before me

this 27th day of January 2025

Printed Information:

Peter Moore, P.E., F.ASCE, FACEC, F.FES
NAME

President
TITLE

NOTARY PUBLIC, State of Florida at Large

Chen Moore and Associates, Inc.
COMPANY

STEPHANIE M. WILLIAMS
Commission # HH 238202
Expires June 7, 2026
"OFFICIAL NOTARY SEAL" STAMP

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AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: January 27, 20 25

Signed: _____

Entity: Chen Moore and Associates, Inc.

Name: Peter Moore, P.E., F.ASCE, FACEC, F.FES

Title: President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 27th day of January, 20 25, by Peter Moore, P.E., F.ASCE, FACEC, as President for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Stephanie Williams

My commission expires: June 7, 2026

STEPHANIE M. WILLIAMS
Commission # HH 238202
Expires June 7, 2026

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: January 27, 20 25

Signed: _____

Entity: Chen Moore and Associates, Inc.

Name: Peter Moore, P.E., F.ASCE, FACEC, F.FES

Title: President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 27th day of January, 20 25 by Peter Moore, P.E., F.ASCE, FACEC, as President for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Stephanie Williams

My commission expires: June 7, 2026

NOTARY PUBLIC STATE OF FLORIDA
STEPHANIE M. WILLIAMS
Commission # HH 238202
Expires June 7, 2026

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E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

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Project Name: City of Boynton Beach - Comprehensive Plan Review Professional Services (Consultant)

Solicitation No.: RFP No. PLDEV25-011R

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Chen Moore and Associates, Inc.
Authorized Signature:	
Print Name:	Peter Moore, P.E., F.ASCE, FACEC, F.FES
Title	President
Date:	January 27, 2025
Phone:	(954) 730-0707

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of □ physical presence or X□ online notarization, this 27th day of January 2025, 2024, by Peter Moore, P.E., F.ASCE, FACEC on behalf of Chen Moore and Associates, Inc. He/she is personally known to me or has produced _____ as identification.

STEPHANIE M. WILLIAMS
Commission # HH 238202
Expires June 7, 2026

NOTARY PUBLIC
(Name of Notary Typed, Printed or Stamped)

Notary
Title or Rank

HH238202
Serial number, if any

CHENMOO-01 SROBERTSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shelia Robertson
Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): E-MAIL ADDRESS: SRobertson@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company	25658
INSURER B : Travelers Casualty and Surety Company of America	31194
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : American Interstate Insurance Company	31895
INSURER E : Crum & Forster Specialty Insurance Company	44520
INSURER F :	

INSURED

Chen Moore & Associates, Inc.
500 W. Cypress Creek Rd #600
Fort Lauderdale, FL 33309

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			660A365479A	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA2W150087	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ 10,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP00A762829A	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCFL3335872025	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liab			PKC-116934	1/1/2025	1/1/2026	Aggregate	5,000,000
E	Contractor Pollution			PKC-116934	1/1/2025	1/1/2026	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Boynton Beach is included as additional insured under the terms and conditions of the attached forms on the General Liability, Automobile Liability and Umbrella/Excess Liability policies when additional insured status is required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435-0310

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CHENMOO-01 SROBERTSON
LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	NAMED INSURED
Acriaure Southeast Partners Insurance Services, LLC	Chen Moore & Associates, Inc. 7301 Topeka Circle Rd #600 Fort Lauderdale, FL 33309 Broward
POLICY NUMBER SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1
	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Certificate Remarks
"Umbrella extends over the underlying General Liability, Automobile Liability, and Workers' Compensation per the terms and conditions of the policies.

All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.

The attached page(s) noting additional terms, conditions, coverage and/or comments applies.

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:
Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS
H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED
The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED
The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO
1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:
b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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COMMERCIAL AUTO

(1) Any covered "auto" you lease, hire, rent or borrow; and
(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED
The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:
(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
(ii) Neither you nor any other involved "insured" will make any settlement without our consent.
(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.
(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.
You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.
(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS
The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:
No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:
However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:
We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

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COMMERCIAL AUTO

J. PERSONAL PROPERTY
The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:
Personal Property
We will pay up to $400 for "loss" to wearing apparel and other personal property which is:
(1) Owned by an "insured"; and
(2) In or on your covered "auto".
This coverage applies only in the event of a total theft of your covered "auto".
No deductibles apply to this Personal Property coverage.

K. AIRBAGS
The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:
Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:
a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
b. The airbags are not covered under any warranty; and
c. The airbags were not intentionally inflated.
We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
The following is added to Paragraph **A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS**:
Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:
(a) You (if you are an individual);
(b) A partner (if you are a partnership);
(c) A member (if you are a limited liability company);
(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION
The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:
5. Transfer Of Rights Of Recovery Against Others To Us
We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS
The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:
The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non–renewal.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITYCOVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less
B. Who Is An Insured – Unnamed Subsidiaries
C. Who Is An Insured – Retired Partners, Members, Directors And Employees
D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
F. Blanket Additional Insured – Controlling Interest
G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
J. Incidental Medical Malpractice
K. Medical Payments – Increased Limit
L. Amendment Of Excess Insurance Condition – Professional Liability
M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS
1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
(2) A watercraft you do not own that is:
(a) 75 feet long or less; and
(b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:
e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
(1) 75 feet long or less; and
(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES
The following is added to **SECTION II – WHO IS AN INSURED**:
Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:
a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
b. Such subsidiary is not an insured under similar other insurance.
No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:
a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.
For purposes of Paragraph **1.** of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:
a. A limited liability company;
b. An organization other than a partnership, joint venture or limited liability company; or
c. A trust;
as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES
The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:
Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:
(1) "Bodily injury":
(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;
(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
(d) Arising out of his or her providing or failing to provide professional health care services.
(2) "Personal injury":
(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;
(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or
(d) Arising out of his or her providing or failing to provide professional health care services.
(3) "Property damage" to property:
(a) Owned, occupied or used by; or
(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.
Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, (c) and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES
The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:
Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES
The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:
3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
a. Coverage under this provision is afforded only:
(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:
a. A limited liability company;
b. An organization other than a partnership, joint venture or limited liability company; or
c. A trust;
as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST
1. The following is added to **SECTION II – WHO IS AN INSURED**:
Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:
a. Such financial control; or
b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.
The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:
This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS
The following is added to **SECTION II – WHO IS AN INSURED**:
Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:
a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

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With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.

2. If you are:

a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

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b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought;

3. Number of vehicles involved;

4. Persons or organizations making claims or bringing "suits"; or

5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not applicable. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurance" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition of the "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured on any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

2. We do not assume responsibility for:

a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide this insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or

2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insured", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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UMBRELLA

execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. ○ Specific Waiver
   Name of person or organization

   ⊗ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium: $ 0 — The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: $
   Maximum Premium: $ 0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2025 Policy No. AVWCFL3335872025 Endorsement No.
Insured Chen Moore & Associates Inc Premium

Insurance Company Countersigned by _____

AMERICAN INTERSTATE INSURANCE COMPANY - 24759

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

EN0118-0211 Page 1 of 1

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Chen Moore and Associates

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
500 West Cypress Creek Road Suite 600

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Lauderdale, FL 33309

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 7 3 9 8 6 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/2/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Brief History of the Firm



Founded in 1986, Chen Moore and Associates, Inc. (CMA) is an awarded Florida Corporation specializing in planning, civil engineering, water and sewer, water resources, electrical engineering, transportation, landscape architecture and irrigation, environmental, and construction administrative services. The firm has its headquarters in Fort Lauderdale, with regional offices in Miami, West Palm Beach, Tampa Bay (St. Petersburg), Orlando (Maitland), and Jacksonville, and additional offices in Jupiter, Port St. Lucie, Sarasota, Gainesville, Tallahassee, Atlanta, Raleigh (Cary), and Knoxville. The firm commits to providing responsive quality services while meeting the schedules and specific project needs of our clients. CMA has successfully worked for municipalities in Palm Beach County for over three decades, including experience with federally grant funded projects.

Services for this Contract will be provided from our West Palm Beach office located at 500 Australian Avenue, Suite 850, West Palm Beach, FL 33401.



CMA embodies its core values through **Leadership, Excellence, Philanthropy, Culture, and Community**. CMA draws inspiration from its founder, Dr. Ben Chen, P.E., and is guided by the vision set by its current leadership team, led by President Peter Moore, P.E., F.ASCE, FACEC, F.FES. The firm continues to grow by striving for excellence in design, innovation, project management, and quality.

CMA recognizes the importance of giving back through its commitment to philanthropy. At all levels of our organization, employees contribute their time and resources to community and profession-related events, making a positive impact beyond our office walls. The CMA Family culture is about quality and excellence in our professional work, while contributing as a leader in our communities in a fun work environment to build relationships and leave a lasting legacy.

OUR SERVICES

PLANNING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
CIVIL ENGINEERING
TRANSPORTATION ENGINEERING
ELECTRICAL ENGINEERING
CONSTRUCTION MANAGEMENT

OUR MARKETS

COMMUNITY ADVANCEMENT
WATER & WASTEWATER
WATER RESOURCES
TRANSPORTATION
ENERGY
LAND DEVELOPMENT

CMA Range of Activities and Experience

We have an in-depth understanding of your challenges. We propose to the City a highly multidisciplinary and qualified team, including AICP planners, environmental scientists, licensed landscape architects, licensed engineers, and GIS experts, all collectively experienced in Florida Statutes and proficient general planning services.

The CMA Team has the credentials to provide land planning, urban design, public meeting facilitation, landscape architecture, transportation, drainage, water, and wastewater engineering. With unparalleled technical analysis, writing skills, and graphic design capabilities (CAD renderings and GIS mapping), our Team will be honored to provide planning services to the City of Boynton Beach and work closely with the City Staff.

Because of our diverse skill-set within our department, our Planning team self performs most projects within a general planning contract without the need for subconsultants. We are known and respected for our thorough understanding of site and permitting constraints prior to commencing projects. We are highly responsive and provide out-of-the-box solutions to our clients' needs.



CMA's Planning Team at a recent public meeting.

OUR SERVICES

- PLANNING
- LANDSCAPE ARCHITECTURE
- ENVIRONMENTAL
- CONSTRUCTION MANAGEMENT
- CIVIL ENGINEERING
- TRANSPORTATION ENGINEERING
- ELECTRICAL ENGINEERING



PLANNING

Land use planning is about community building, it is integral to the sustainable development of cities and towns. It involves looking at how land should be used, ranging from green space to residential areas, commercial and industrial sites. Land-use planning takes place within the framework of local zoning laws, state and federal regulations; and careful planning aims to preserve the environment, promote social gatherings, enhance communities, and support transportation, industry, and economic development. CMA provides long range and current planning services by focusing on sustainable principles with unparalleled graphic skills and superior analytical capabilities to local governments, communities, and private sector clients throughout Florida. Our expertise includes the following services:

Long Range Planning

- Sustainable Comprehensive Plan & Text Amendments
- Neighborhood Plans
- Land Development Regulations & Zoning Codes
- Evaluation & Appraisal Reviews
- Annexation Plans & Processing

Current Planning

- Development Applications & Approvals
- Site Plan Designs & Reviews
- Technical Reports

Community & Neighborhood Involvement

- 24/7 Open Community Forums
- Vision & Master Plans
- Neighborhood Plans
- Design Charrettes
- Neighborhood Participation

Graphics and Geographic Information System (GIS)

- GIS Maps
- 3D Computer Rendering/Conceptual Design/ CAD



LANDSCAPE ARCHITECTURE

CMA's Landscape Architecture studio strives to develop context sensitive design solutions incorporating and conserving nature in our urban environments. Our design approach focuses on creating high quality environments for people. Public landscapes, whether in the form of parks, streetscapes, or other municipal facilities, serve multiple purposes. They provide beautification, shade, habitat for wildlife, they improve water quality, and they can serve as educational spaces informing the public of our need to care for our natural resources. They contribute to our physical and mental health, improve our quality of life and enhance the urban experience.

We begin our projects by understanding our client's ability to maintain and operate the spaces we create. The design and its implementation represent a fraction of our work's anticipated life. We work closely with you to make certain inherited facilities can be maintained for the long-term benefit of your community. Landscapes and infrastructure should be sustainable socially, environmentally, and economically.

CMA believes parks play a vital role in our communities. Parks lay a healthy foundation for community development. They can catalyze community revitalization, engage the community, and support economic development through enhancement of property values and increased municipal revenue. Parks can promote tourism by providing venues for special events, festivals, and sports tournaments and often contain special facilities such as zoos, memorials, or significant cultural artifacts. Socially, parks create safer neighborhoods and provide an environment where people can connect with nature and benefit from physical activity, social interaction, and a cleaner environment raising their quality of life. Physically, our parks shape our environment and help to define our public realm by providing open space that preserves vital ecological functions, protects biodiversity, buffers incompatible land uses, and reduces public costs for stormwater management, flood control, and other forms of public infrastructure. Our expertise includes the following services:

- Planting Design
- Hardscape Design
- Urban Design
- Master Planning (Parks, Planting and Irrigation)
- Community Planning
- Irrigation Design
- Park Design
- Greenway & Trails Design
- Pedestrian & Bicycle Pathway Design
- Government Permitting
- Site Planning & Rezoning
- GIS Analysis & Mapping
- Sustainable Design & LEED Solutions
- Project & Program Management
- Habitat Restoration
- Wayfinding
- Public Outreach
- Opinions of Probable Cost





Benthic Surveys for Water Main Crossing at Northlake Boulevard and C-17 Canal at Eastwind Drive, North Palm Beach, FL

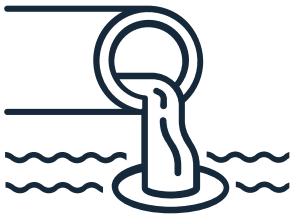
ENVIRONMENTAL

At CMA, we understand the need to balance development with the protection of natural resources. We work with our clients to identify protected natural resources, including wetlands, coastal/marine resources (mangroves, corals, seagrass), upland trees, and threatened and endangered fauna/flora that may conflict with their proposed infrastructure projects. Our staff includes SWS Professional Wetland Scientists, UF Florida Master Naturalists, and ISA Certified Arborists who can perform quantitative and qualitative assessments of protected natural resources, and who work directly with our civil engineers to design projects to avoid/minimize resource impacts or develop mitigation strategies to offset unavoidable impacts. Mitigation strategies may include habitat restoration design for freshwater wetlands, uplands, coastal wetlands, or marine habitats, and mitigation bank coordination. Our expertise includes the following services:

- Wetland Delineations, Function Evaluation, & Monitoring
- Mitigation Design
- Environmental Resource Permitting
- Protected Wildlife Assessments
- Benthic Resource Surveys
- GPS & GIS Data Collection/Mapping Development
- NEPA/PD&E Document Preparation & Reevaluations
- Certified sUAS/Drone Pilot Services
  - Videography
  - Wetlands Monitoring
- Arborist Services
  - Urban Forest Management Plans
  - GPS Tree Inventories
  - Tree Removal Permitting
  - Tree Value Estimates/Tree Grading
  - Tree Risk Assessment (ISA – TRAQ) & Tree Canopy Assessments
  - Mangrove Trimming Oversight



Brightline West Palm Beach Station, West Palm Beach, FL



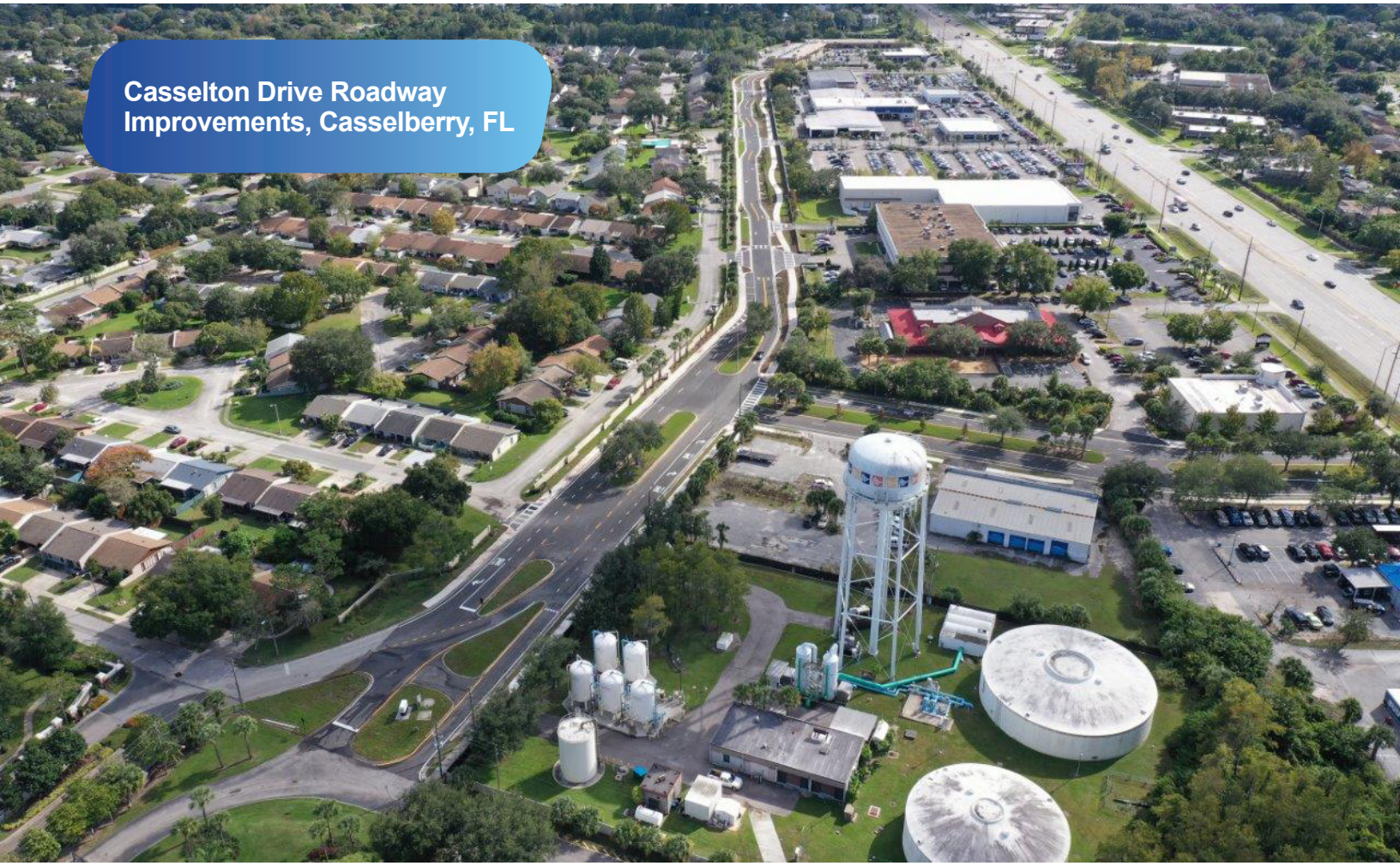
CIVIL ENGINEERING

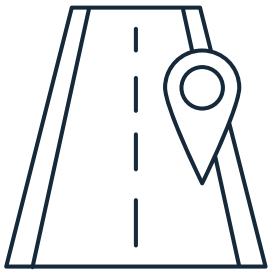
CMA has been at the forefront of water and sewer infrastructure design since 1986. Our expertise spans a wide spectrum, from small-scale projects to large neighborhood improvements. CMA has a proven track record as a design consultant across Florida, with expertise in modeling, analysis, and design of water main, force main, gravity sewer, and lift stations. Our engineers have the experience addressing the more important utility issues and work to recommend and prioritize phasing for potential improvements. CMA provides a range of services including:

- Water Supply, Treatment & Distribution Design
- Sanitary Sewer Collection Systems Design
- Reclaimed Water Design
- Infrastructure Master Planning
- Trenchless Technology
- Pump Station Design & Rehabilitation
- Stormwater Management System Design & Master Plans
- Watershed Assessments
- Water Resources
- Water Works Design
- Environmental Engineering
- Site Development
- Site Planning
- Permitting & Regulatory Support
- Government Permitting
- GIS Analysis & Mapping
- Project & Program Management
- Sustainable Design & LEED Solutions
- Utility Rate & Infrastructure Valuation Studies
- Public Outreach
- Opinions of Probable Cost

In addition, our engineers can perform the supplemental services like Maintenance of Traffic (MOT) design, identification of grants and other funding resources, and public outreach and education. CMA is also experienced in alternative utility installation methods including horizontal directional drilling, pipe bursting, swagelining, tremie lift station installation, and pipeline rehabilitation, to address some of the unique concerns the client may have.

Our engineers have the experience to address the more important utility issues and work to recommend and prioritize phasing for potential improvements. Over the last 10 years, CMA has planned, designed, permitted, and assisted with the construction of over 500 miles of pressure pipe (including 24-inch to 72-inch mains within FDOT rights of way), over 100 miles of gravity sewer, over 250 pump stations (ranging from 100 gpm to 5,000 gpm), over 100 directional drills (along/across including highways, roadways, and waterways), over 60 miles of pressure pipe over 16-inch diameter, and over 9,000 septic-to-sewer conversions. Installation methods included the traditional open cut method, as well as a variety of trenchless technologies, one of CMA's niche services.





TRANSPORTATION ENGINEERING

Great roadways form the glue that holds a successful community together by enabling safe and convenient transportation for both vehicles and pedestrians. CMA's philosophy of transportation design involves organizing a hierarchy of streets to respond to the varying urban use and density conditions and establishing appropriate standards for each street type. CMA engineers' designs for safety, longevity, and sustainability, creating roadways that will foster active communities. CMA has designed hundreds of miles of roads throughout Florida in the last couple decades. Our expertise includes the following services:

- Roadway Design
- Highway Design
- Stormwater Design
- Streetscape, Circulation & Roundabout Design
- Traffic Calming Design
- Pavement Marking & Signage
- Aviation Related Designs
- Greenway & Trails Design
- Transit Design
- Pedestrian & Bicycle Pathway Design
- Maintenance of Traffic
- Government Permitting
- GIS Analysis & Mapping
- Project & Program Management
- Public Outreach
- Opinions of Probable Cost

CMA's General Planning Contract Relevant Experience

Over 90% of our work is for repeat clients.

Great cities are known for their public spaces. Streets, plazas, and parks are the fabrics which knit our communities together. They provide proven social, environmental, and economic benefits and contribute to community quality of life. Boynton Beach has taken an aggressive approach to improving the quality of its public spaces and the quality of life for residents by revitalizing the physical environment and the economy of the community for residents, business owners, and visitors. At CMA, we share this commitment and approach to designing public places. CMA currently has approximately 350 municipal clients in South Florida, including continuing services contracts with Palm Beach County municipalities such as Town of Mangonia Park, City of Lake Worth Beach, City of Westlake, City of Delray Beach, Village of Tequesta, Village of North Palm Beach, Riviera Beach, City of Wellington, City of Delray Beach, Village of North Palm Beach, Village of Palm Springs, and the Town of Palm Beach.

CMA has a proven track record of providing comprehensive planning services to various municipalities throughout Florida.

- City of Key Colony
- City of Dania Beach
- City of Westlake
- City of Lake Worth Beach
- City of Delray Beach
- Town of Mangonia Park
- Village of North Palm Beach
- Village of Tequesta





OUR APPROACH

Narrative Document

Project Delivery, Schedule, and Budget Compliance

The City of Boynton Beach was initially established by Major Nathan Boynton in 1894. History tells us that he was impressed by the natural beauty of the year-round sunshine and pristine beaches, and he built the famous Boynton Hotel which opened in 1897.

The City was officially incorporated in 1920, and today is the third largest municipality in Palm Beach County with an estimated population of approximately 80,139 residents. Boynton Beach strives to preserve its natural beauty and resources, enhance the quality of life of its residents, and support its business community since its incorporation. We believe this dedicated commitment is reflected in the vibrant community life, outstanding recreation areas, lush residential districts, rich history, and growing business partners.



The City's ability to embrace innovation while respecting its history has made it a vibrant community with a hometown feel for its residents, businesses, and visitors. **Chen Moore and Associates (CMA)** has an established reputation in Palm Beach County, and we recognize the urban planning challenges pose unique opportunities to further advance Boynton Beach in a sustainable, innovative, and resilient manner as the City prepares its 2050 Comprehensive Plan.

In this section of the RFP response, we will elaborate on our qualifications to prepare the City's 2050 Comprehensive Plan, the services that the CMA Team will deliver to the City, and the approach that will be utilized to meet the requirements of this RFP.

We believe in a team work approach, and supporting the City Staff as a method to accomplish the goals. For each assignment, we will identify the goals, target timeline and deliverables; and we will conduct weekly or by-weekly coordination meetings with the City staff to report back and monitor project progress.

Technical knowledge and fluid communication are the keystone of our planning services. CMA is appointing **Nilsa Zacarias, AICP, as the Principal-in-Charge.** Ms. Zacarias has over 25 years of experience working with local governments. Ms. Zacarias served as the Chair of the successful Affordable Housing Symposium that focused on the Live Local Act held in April 2024, and she was a speaker at the Florida Chapter APA Conference held in Tampa this last September 2024. We are also appointing **Osniel Leon, AICP, as the Project Manager,** with years of experience in current and long-range planning. Mr. Osniel credentials include site plan reviews, writing policies for comprehensive planning, and presentations to Boards and City Councils. Please see the resumes of all our proposed team of AICP planners, PLA landscape architects, certified arborists, experienced in federal, state and local regulations.

CMA is proposing a highly multidisciplinary and qualified team comprising AICP planners, environmental scientists, landscape architects, P.E. engineers, and GIS experts. Our team is deeply experienced with Florida Statutes and the importance of the Comprehensive Plan as a guiding document for local government strategic policies.

Our proposed team brings expertise in land planning, urban design, public meeting facilitation, landscape architecture, resiliency, transportation, drainage, water, and wastewater engineering. Based locally in **West Palm Beach,** CMA is committed to working closely with the **City of Boynton Beach** staff and leadership to ensure smooth and timely delivery of the project. We are fully committed to completing this project by **January 31, 2026,** as specified in the City's RFP.

The CMA Team will utilize unparalleled technical analysis, writing proficiency, and expertise in resilience planning to deliver a Comprehensive Plan that addresses coastal zones, conservation, natural resource preservation, and resilience. Our team will update the Goals, Objectives, and Policies (GOPs) to reflect the City's priorities and incorporate demographic trends, existing plans and studies, and local regulations, while aligning with the latest updates to Florida Statutes.

Our approach will include creating a graphically driven, user-friendly document that reflects the City of Boynton Beach's unique vision and values. We will work with City staff to analyze each chapter of the Comprehensive Plan, update its elements to reflect current trends and challenges, with emphasis on the redevelopment and mixed-use development throughout the City, and prepare actionable policies to promote preservation on the City's environmental sensitive lands, climate change resilience plan, improvements of the transportation system, and rapid growth in the community.



80,380	Population (2020 US Census)
49.4%	White
33.9%	African American
11.7%	Two or More Races
16.5%	Hispanic or Latino
$71,378	Median Household Income
$39,198	Per Capita Income
63.8%	Owner-Occupied Housing Unit Rate
$312,700	Median Value of Owner-Occupied Housing Units
88.5%	High School Graduate or Higher
31.9%	Bachelor's Degree or Higher

Proposed Deliverables and Services

Boynton Beach's coastal charm and thriving community are its greatest strengths. The CMA Team understands the City's commitment to protecting its natural resources, fostering economic growth, and enhancing residents' quality of life. Through meaningful community engagement and collaboration with City staff, residents and leadership we will ensure the updated Comprehensive Plan presents a clear and unified vision for the future of the City.

The CMA Team has the professional credentials to review, evaluate, and amend the City's Comprehensive Plan. We understand the City conducted its last evaluation and appraisal of the Comprehensive plan in 2020 and adopted the Private Property Right element in 2023.

We are committed to working closely with the City Staff, and present a clear and unified vision for the future of the City by accomplishing the following:

- Recognizing the positive aspects of the City
- Addressing current challenges and trends that it faces such as urban growth
- Analyzing opportunities for redevelopment and mixed-use development throughout the City
- Updating preservation efforts on the City's environmental sensitive lands
- Proposing climate change resilience policies
- Supporting and identifying improvements of the transportation system

Our CMA Team understands the City of Boynton Beach opportunities and challenges and we are committed to accomplish the following goals:

A. Conduct a full review of the City's Comprehensive Plan, including data and analysis, and Goals, Objectives and Policies (GOPs) of all elements.

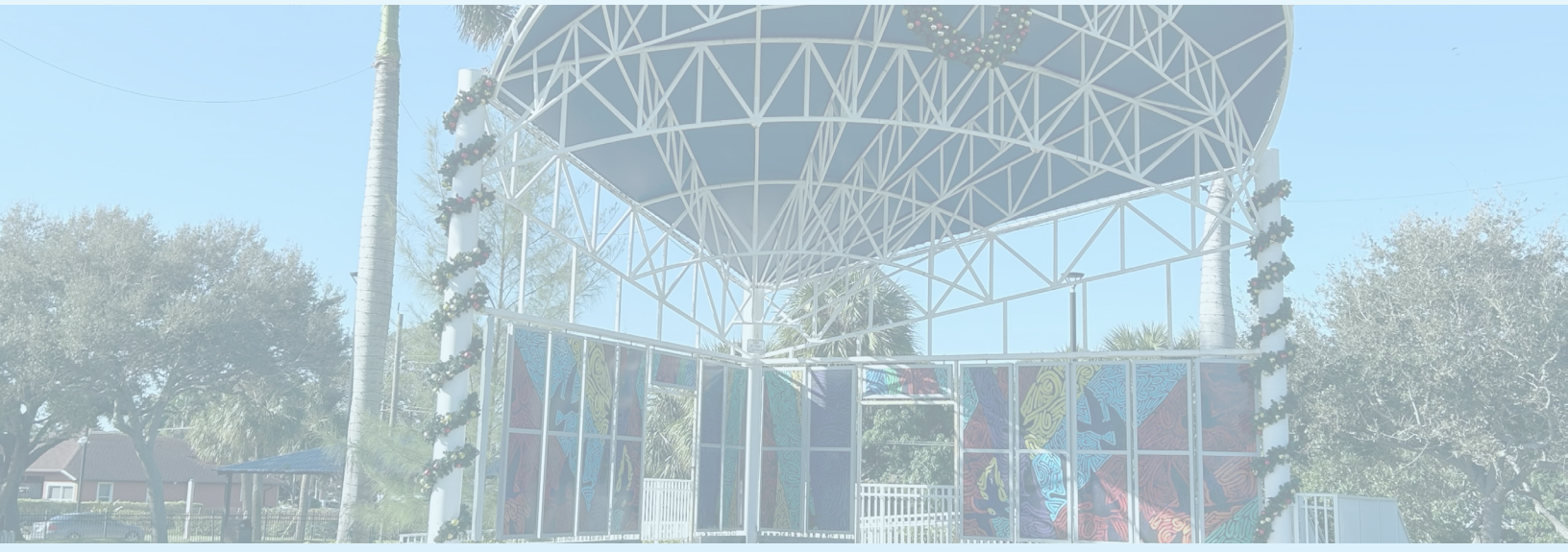
B. Create and implement a public engagement strategy to develop a clear vision for the future of the City's development.

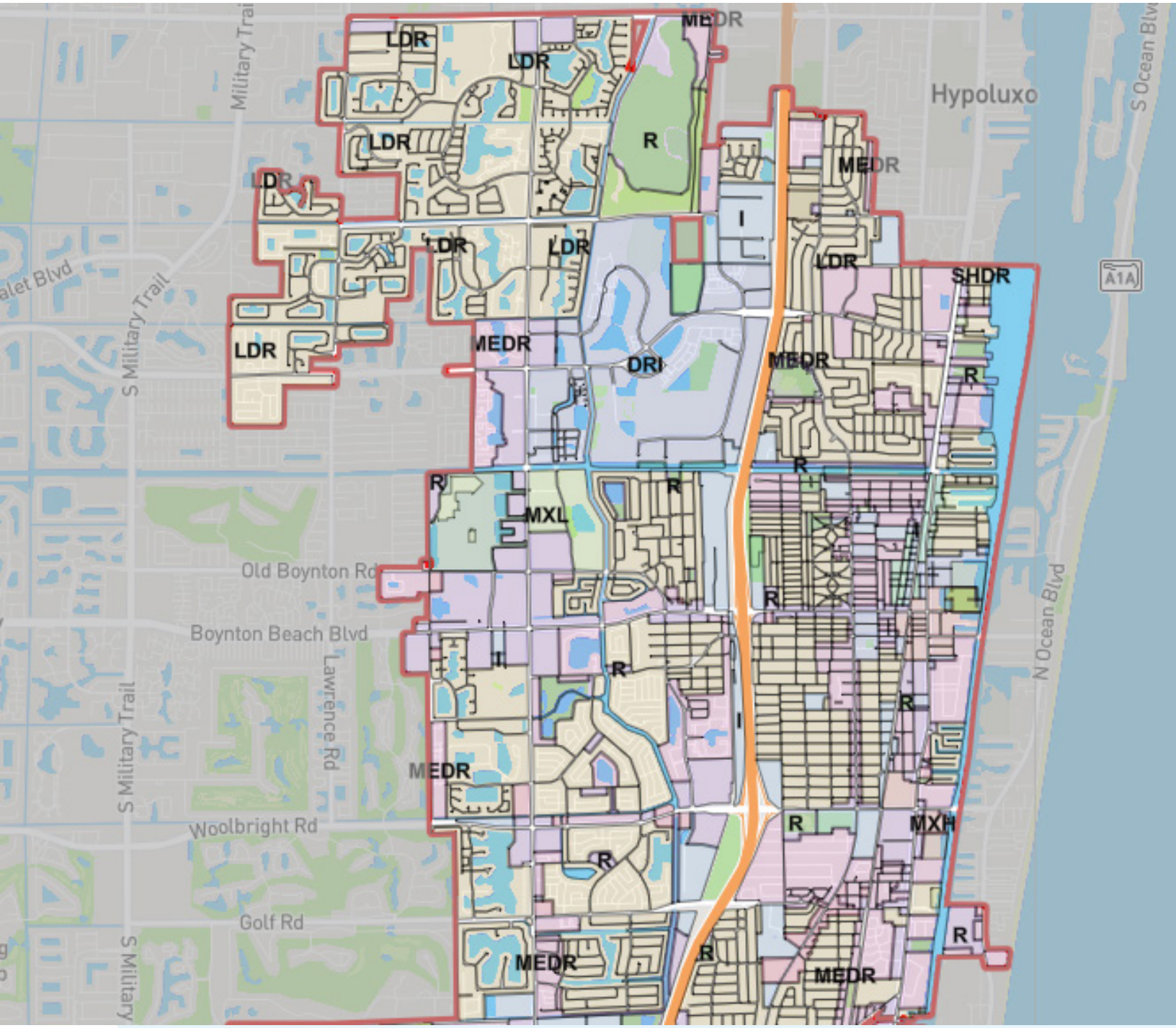
C. Update data and analysis within nine (9) elements.

D. Review and update nine (9) elements of the City's Comprehensive plan including removing outdated details, maps, and wordiness.

E. Ensure that all elements comply with Florida Statues including the required 10-year minimum period.

F. Restructure all elements to create a more streamlined, reader-friendly comprehensive plan while ensuring that all elements are updated.





The CMA team has years of experience preparing and processing Comprehensive Plan Updates in compliance with Florida Statutes Chapter 163. CMA AICP planners have the knowledge to review the City's Comprehensive Plan for consistency with recent legislative changes, consistent with Florida Statutes.

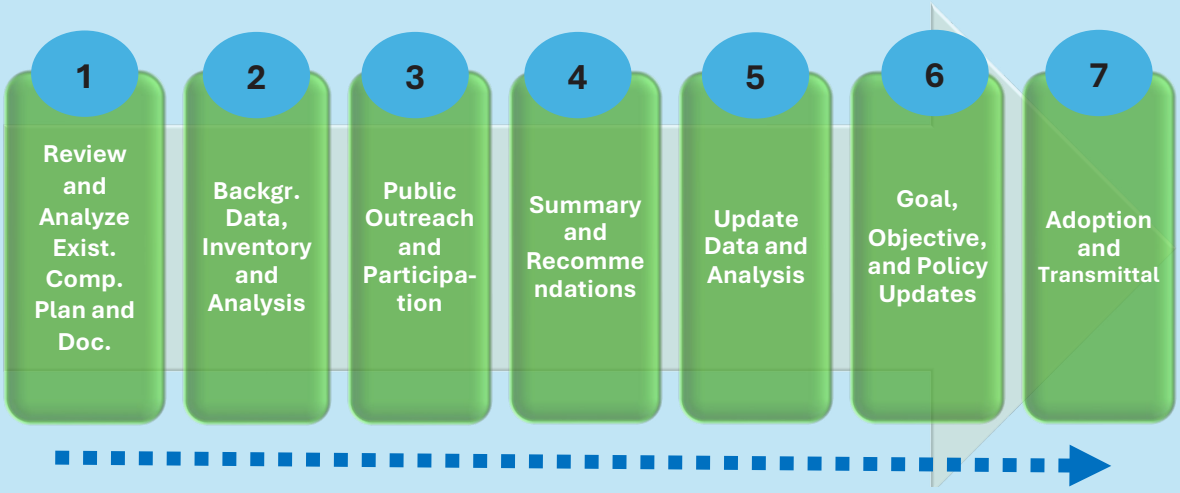
We understand Boynton Beach challenges and trends, and are looking forward to assist and work along the City Staff. Our team will prepare a plan that is based on the City's values, community feedback, best know practices, Florida Statutes Title XI, Chapter 163, Section 163.3177 and local regulations that will guide the City's sustainable growth and redevelopment.

Our team comprises seasoned professionals with extensive expertise in Comprehensive Planning Services and brings together a diverse set of skills and backgrounds, including urban planning, environmental science, architecture, transportation and civil engineering. This multidisciplinary approach allows us to provide holistic and innovative planning solutions tailored to the unique needs of Boynton Beach.

The CMA Team's proposed approach includes the following tasks per the City of Boynton Beach RFP:

City of Boynton Beach

Comprehensive Plan Review



CMA Team and City Staff will work closely throughout the duration of the project

1. Review and analyze the existing Comprehensive Plan and relevant documents.

- Collect detailed demographic and economic data, including population trends, housing, infrastructure capacity, and land use patterns.
- Review the City's existing Comprehensive Plan, and City's approved Strategic Plan and analyze if priorities within the existing Comprehensive Plan have been supported.
- Identify where updates and changes are needed in each element based on the current Comprehensive Plan and changes in state statues.
- Prepare for recommended amendments to each applicable element based on the Evaluation and Appraisal Review.
- Evaluate existing transportation networks, stormwater management systems, and natural resource conservation strategies.
- Review local, county, and state regulations to ensure compliance with Florida Statutes.

2. Background Data, Inventory and Analysis.

- Coordinate with City staff to conduct group or individual interviews with key City personnel and officials to gain insight of their perspective and objectives for the Comprehensive Plan update.
- Review the City's approved Strategic Plan 224-2029 (Resolution 24-205) and provide city staff a report to add and update applicable elements accordingly.
- Incorporation of all relevant resources supplied by the City for nine (9) elements.
- Research and prepare new data from appropriate data sources and as required by State statutes for inclusion in nine (9 elements).
- Develop branding strategies and outreach materials to encourage participation.
- Leverage online tools and social media for ongoing community engagement.

3. Public Outreach and Participation.

- Facilitate citizen forums, workshops, focus groups, and surveys to gather input on current and future development patterns.
- Prior to kick-off meetings and public outreach. CMA team will discuss with City staff tailored strategy for reaching out to and engaging the public at different stages of the planning process.
- Develop a stakeholder database with assistance from City staff and officials and will notify various community engagement activities.
- Prepare community profile summarizing statistics of existing conditions in the city.
- Utilize a wide range of engagement activities including social media, and various survey techniques and tools.
- Create a web site appropriate to Boynton Beach guidelines and include nightly site backups and use maintenance.

A sustainable City is founded on the aspirations, values, and vision of its community. Citizen forums and community engagement are the cornerstone of the CMA Team planning expertise, and we will create a **vibrant, proactive, and fun public engagement** process to involve the community including residents, businesses, City's leadership, Administrators and City's Departments. Our communication strategy aims to engage a wide demographics to listen ideas, challenges and aspirations and build consensus.

We believe in a robust and wide civic community engagement program , and the CMA team can conduct citizen forums/hearings, open houses, charrettes, focus groups, other avenues of public input and citizen surveys to engage the residents and city stakeholders. **Our team is proficient with Proactive Public Participation Programs (4Ps) that include the following initiatives:**

- **Branding** to promote the importance and heighten residents' participation.
- **Poster with a QR Code** to allow the community to access information from their mobile phone.
- **One-on-one interviews and Group Meetings** with key stakeholders, City's leadership, administration, and departments.
- **Public meetings with stakeholders** to present draft and final document to gather feedback Boards, Council, and others.



- **Charrettes, Visioning Workshops, and Open Houses** at City Hall (all needed workshops and open houses).
- **Kiosks at regular City Events** to reach out the public where they gather (For example, green market, art festival, etc.).
- **Bilingual Survey,** paper copy and digital using QR Code to allow replying survey from mobile phone. The Survey will be in English and Spanish as needed.
- **Strong Social Media and Online Presence,** we will prepare its website for this initiative that could be linked to the City's website.





4. Summary and Recommendations.

- Prepare summary based on public engagement. Including the community's preferred strategies and focused vision for the City.
- Provide summary to the City staff for reviews and comments.
- Present summary to the City Commission along with recommendations, after the City staff reviews and edits.

5. Update Data and Analysis.

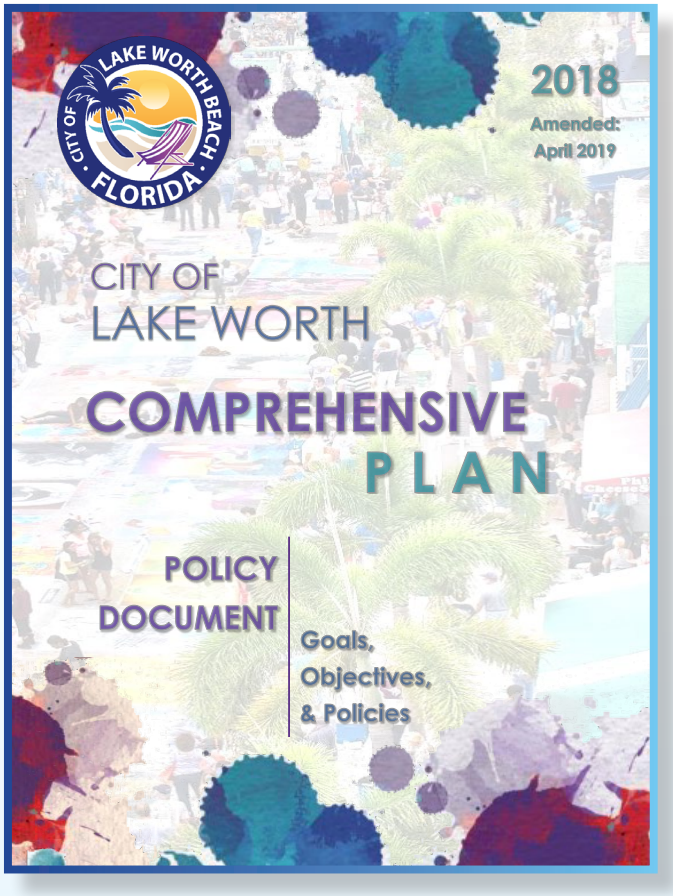
- Prepare updated Data & Analysis sections for each Comprehensive Plan element. Including areas for its potential impact on growth of the City if annexed.
- Update future conditions maps that are adopted as part of the amended Comprehensive Plan for inclusion in the adoption document.

We are committed to promoting sustainable and resilient communities.

We are committed to promoting sustainable and resilient communities. Our staff stays at the forefront of industry trends and best practices, continually updating their skills through professional development and certification programs. We are dedicated to integrating sustainability principles into all aspects of comprehensive planning, from reducing environmental impacts to enhancing quality of life for residents and supporting the business community. In addition to our experienced team of AICP planners, we have included an expert team of licensed engineers as indicated in their resumes: **Suzanne Dobbrowski, P.E., ENV SP, and Ben Lehr, P.E., LEED AP.** And lastly, we have included our engineer with extensive expertise in resiliency and vulnerability as indicated in their resume: **Brent Whitfield, P.E., ENV SP, F.ASCE.**

Please see the following Comprehensive Plan Update samples that were prepared by the CMA Team:

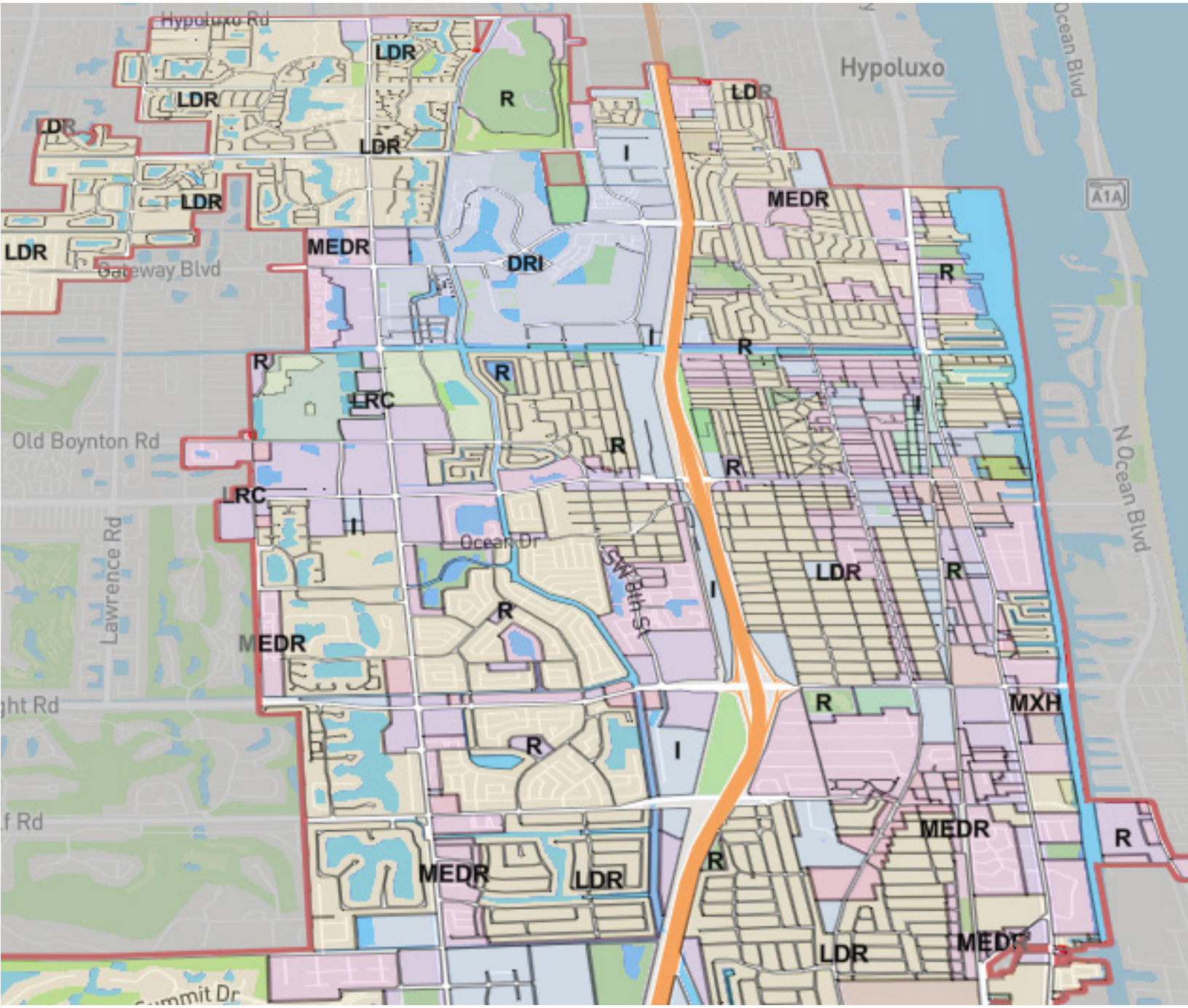
1. **City of Lake Worth Comprehensive Plan Update**
   https://lakeworthbeachfl.gov/government/comprehensive-plan
2. **City of Dania Beach Comprehensive Plan Update**
   https://acrobat.adobe.com/id/urn:aaid:sc:US:f04eb09b-7310-40b6-878d-f19ca03fdf3a





6. Goals, Objectives, and Policies (GOPs) of nine (9) elements.

- Review and update all Comprehensive Plan elements, including Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space, Housing, Recreation and Open Space, Transportation, Coastal Management, Intergovernmental Coordination, and Capital Improvement.
- Develop an optional **Resiliency Element** to address sea level rise and vulnerability challenges.
- Update all required map series, including FEMA Flood Zones, Coastal High-Hazard Areas, and Future Land Use Maps, in compliance with Florida Statutes.
- Prepare recommendations for changes and updates of existing Goals, Objectives and Policies (GOPs) for each element.
- Draft amendments for each element to address deficiencies, incorporate the City's future plan, and establish a framework for the City through 2050.
- Incorporate feedback from stakeholders to refine the Comprehensive and edit Comprehensive Plan amendments as needed following City staff and Commission review.



7. Adoption and Transmittal.

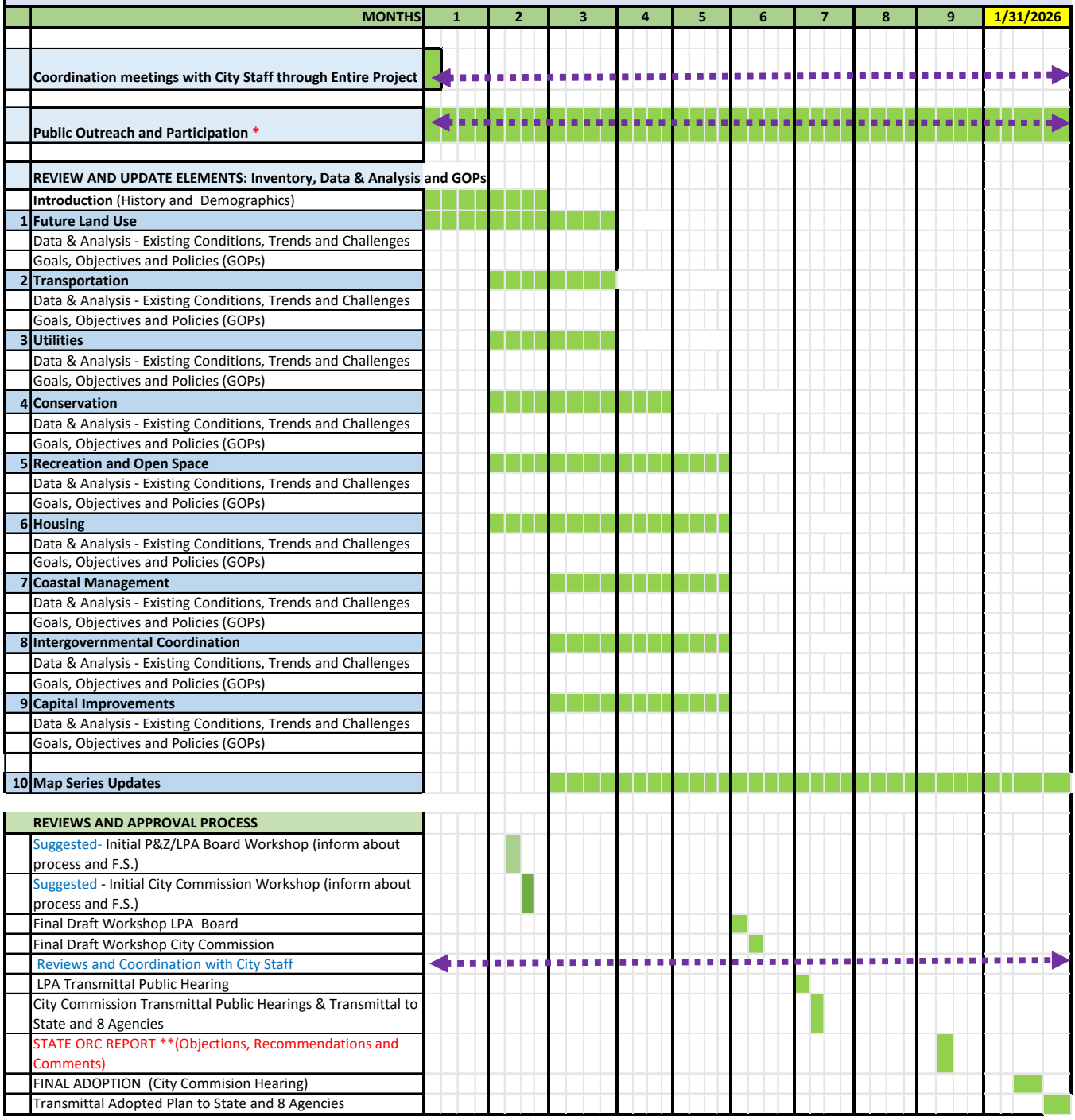
- Present Comprehensive Plan to City Commission at the transmittal hearing.
- Facilitate compliance with Florida Commerce and assist with the transmittal and adoption process, including addressing the Objections, Recommendations, and Comments (ORC) Report.
- Present final Comprehensive Plan to the City Commission at the adoption hearing.
- Assist City staff as needed during the adoption and transmittal period.
- Provide regular draft updates and coordinate with the Local Planning Agency (LPA) and City Commission for reviews, workshops, and public hearings.

Project Timeline

As requested by this subject RFP, we are committed to completing the Comprehensive Plan update by January 2026, please see below timeline:

City of Boynton Beach - Comprehensive Plan Update - CMA Team Timeline

The **CMA Team** will complete the Comprehensive Plan Update by **January 31, 2026** as requested by the City and shown on the timeline



NOTES: The proposed timeline reflects tasks described in the Project Approach, Section. 1 Qualifications of Proposers (3.2).

The CMA Team will adjust the proposed timeline according to the City's requests.

* **Please see Section. 1 Qualifications of Proposers (3.2) for detail description of Public Outreach and Participation.**

** The State ORC Report is submitted to the City within **60 days** after the City's transmits the proposed document to the State.

The CMA Team is honored to propose this scope of work for the City of Boynton Beach and is confident that our expertise and dedication will result in a Comprehensive Plan update that reflects the City's vision and strategic goals while enhancing the quality of life for its residents.

Additional Services

► Urban Form and Massing

The CMA Team has the credentials and expertise to provide urban design services. Our planning and landscape architects can deliver 3D architectural renderings for tasks related to the preparation of community vision plans, special area planning studies, downtown or mixed use area plans including retail or commercial market analysis, corridor studies neighborhood plans, park master plans, urban design standards including public facilities and streetscapes, affordable housing studies, and annexation plans.

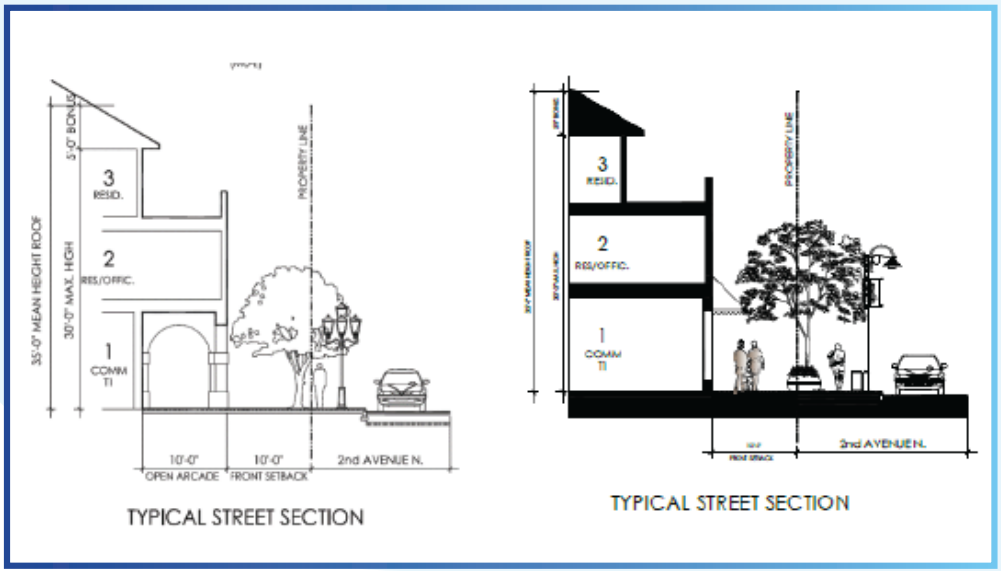
Our Team has the credentials and expertise to provide urban design and site planning services. Our planning and landscape architects can deliver CAD drawings and 3D architectural renderings. We will welcome the opportunity to work with City staff to develop conceptual design plans for specific areas, including neighborhood/ block layouts, site designs, and roadway redesign concepts. We are proficient in developing preliminary architectural designs as part of the conceptual work. **As shown in following examples, we have the experience to produce high-quality presentation graphics and 3-D renderings that clearly communicate the proposed designs.**

The CMA Team of professionals are experienced in 3D Renderings to provide an understanding of Urban Form and Massing. We are proficient in AutoCAD, TwinMotion, and SketchUp softwares that can illustrate zoning and land uses in terms of density, intensity and height. Our Urban Design professionals have the knowledge to prepare rendering showing potential redevelopment scenarios, neighborhoods and blocks lay outs. Please see the following CAD renderings prepared for the City of Lake Worth Beach illustrating low, median and high density scenarios that allowed the municipality to make decisions regarding specific land uses and zoning regulations.



Also, our planners are experts in writing zoning code changes including preparing ordinances, and presenting to P&Z Boards and City Council. We wrote the zoning code for the City of Westlake, the new city in Palm Beach County, and other numerous code amendments for local governments.

To further clarify zoning code language, we are able to include graphics and sketches as shown below.



► Streetscape Design

The CMA Team of planners and landscape architects has the knowledge and experience to support the City of Boynton Beach in the technical tasks of all areas of urban streetscape planning to guide public policy planning, and decision making to support the identity and character of a welcoming and lush city.





► Affordable Housing Planning

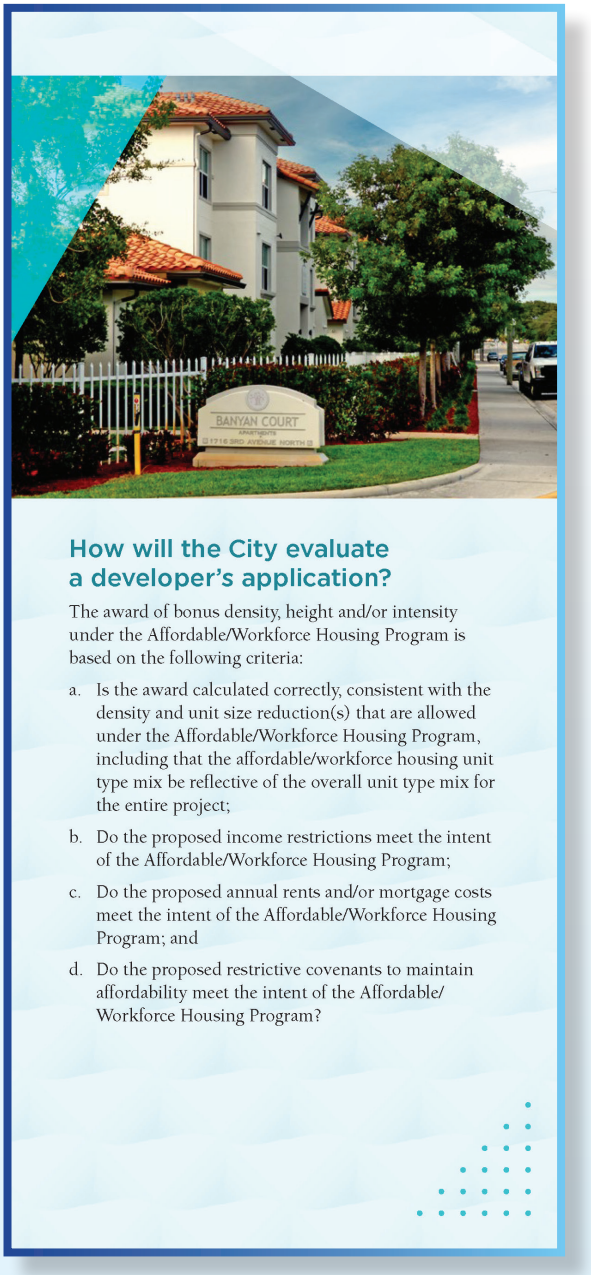
The CMA planners are proficient in recent legislation regarding affordable housing, the Live Local Act. In fact, Ms. Zacarias served as the Chair of the successful Affordable Housing Symposium that focused on the Live Local Act held in April 2024.

Since CMA serves as the Planning Department for the City of Westlake, we prepared the “Housing Assistance Purchase Program” an innovative program to fund eligible applicants under the Housing and Urban Development categories for low, moderate, and middle income households based upon income limitations.

The program provides assistance to eligible households purchasing property within the City of Westlake's to cover a portion of the costs of homeownership such as down payment assistance and/or assistance with closing costs.

CMA also assisted the City of Lake Worth Beach in drafting the Affordable/Workforce Housing Program to establish an affordable/workforce housing program within the City of Lake Worth Beach. The Affordable/ Workforce Housing Program provides incentives to encourage the inclusion of affordable and workforce housing units within both residential and mixed-use projects as well as planned developments of all types to provide for broader and more accessible housing options within the City.





ABOUT THE PROGRAM

The City of Lake Worth Beach is committed to providing sound, high-quality, attractive housing options to all segments of its population as well as to encourage new residents. As housing has become more scarce and more expensive, the City has adopted an official affordable/workforce housing program to address the significant housing shortages in Palm Beach County. The program is an inclusionary means of requiring developers to provide attainable housing in all projects requesting density, intensity and/or height bonuses under its Sustainable Bonus Incentive Program, Transfer Development Rights Program or Affordable Housing Bonus Program.

What are the incentives for developers?

Tier One Incentives: applies to all development projects consistent with these provisions:

(a) Up to a fifteen percent (15%) increase in overall project density;

(b) Up to a fifteen percent (15%) reduction in the gross area requirements based on unit type;

(c) Up to a twenty five percent (25%) reduction in required parking, provided that each residential dwelling unit is provided at least one (1) parking space. This reduction may not be combined with other parking reduction provisions of the Land Development Regulations;

(d) Any additional density and/or other benefits provided under this tier shall require that those units benefiting from the provisions be restricted as affordable/workforce housing meeting the requirements of the program through a restrictive covenant.



(e) Additional financial incentives may be considered on a case by case basis during the review by the applicable decision-making entity, if the project provides more affordable/workforce units than the minimum required.

Tier Two Incentives: applies to all projects utilizing other city incentive and/or bonus program(s):

(a) For all projects utilizing any other city incentive or bonus program(s), fifteen percent (15%) of the total number of dwelling units within the project must be restricted as affordable/workforce dwelling units meeting the requirements of this section through a restrictive covenant.

(b) Any combination of Tier One incentives with other city incentive and/or bonus program(s) related to density, intensity and/or height shall require that all units benefiting from these increases and/or incentives be restricted as affordable/workforce dwelling units meeting the requirements of the program through a restrictive covenant.

What are the Incentives to Provide Additional Affordable Units?

The following financial incentive values are based on unit type and to ensure that more than the required fifteen percent (15%) of the deed restricted units remain affordable for a guaranteed period of twenty-five (25) years through a restrictive covenant. These incentive values also apply for the extension of affordability in increments of twenty-five (25) years.

1. For a studio dwelling unit, a one-time payment of $40,000 or 50% percent of the area median income, whichever is greater;
2. For a one-bedroom dwelling unit, a one-time payment of $60,000 or 75% percent of the area median income, whichever is greater;
3. For a two-bedroom dwelling unit, a one-time payment of $80,000 or 100% percent of the area median income, whichever is greater;
4. For a three-bedroom dwelling unit, a one-time payment of $100,000 or 125% percent of the area median income, whichever is greater;
5. For a four or more-bedroom dwelling unit, a one-time payment of $120,000 or 150% percent of the area median income, whichever is greater.
6. For a fee simple ownership dwelling unit, an additional one-time payment of $25,000 may be provided; and
7. Payments shall be made at time of dwelling units receiving a final certificate of occupancy or certificate of completion.

► Urban Forestry Expertise

CMA understands the value of protecting and supporting Urban Forestry in the City of Boynton Beach. Urban Forestry is the careful care and management of tree populations in urban settings for the purpose of improving the urban environment. **Mr. Brian Voelker, M.S., SWPS, C.A., CLI, CMA's senior scientist and expert on Urban Forestry, can assist the City in applying to specific grants to support this initiative.**

Urban Forestry advocates the role of trees as a critical part of the urban infrastructure. There are also economic benefits associated with urban trees such as increased land, property, and rental value. Well-maintained trees and landscaped business districts have been shown to encourage consumer purchases and attract increased residential, commercial and public investments. Numerous studies have shown the direct relationship between home value, public health, and street trees. **In her article "City Trees and Property Values," Kathleen L. Wolf writes that there is a home price increase between 6-9 percent when there is good tree cover in a neighborhood, and a 10-15 percent increase when there are mature trees in a high income neighborhood.**





Urban forests and community gardens bring many environmental and economic benefits to cities. Among these are energy benefits in the form of reduced air conditioning by shading buildings, homes and roads, absorbing sunlight, reducing ultraviolet light, cooling the air, and reducing wind speed - in short improvement of the microclimates and air quality.

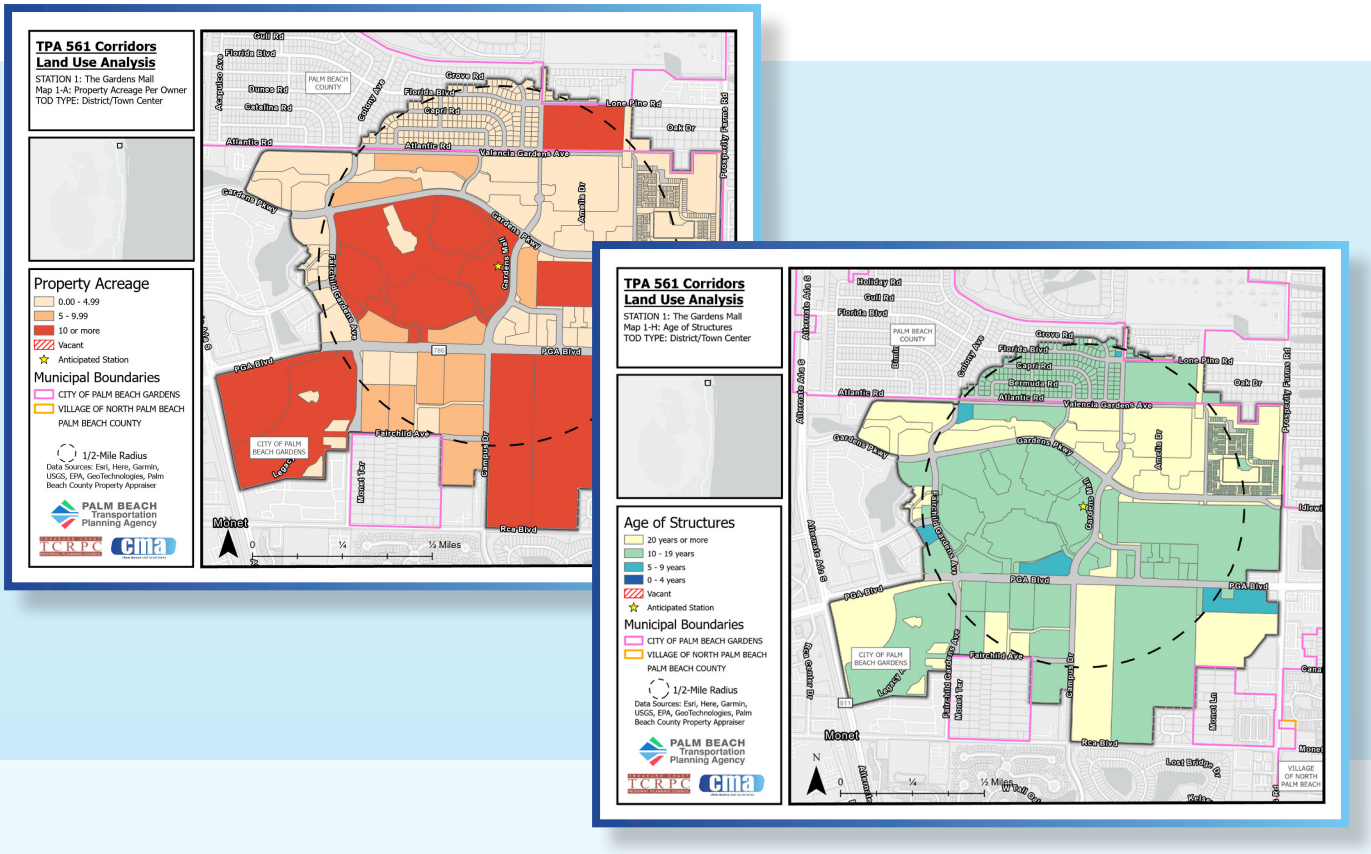
The below 3D CAD renderings were prepared by the CMA team for the City of Belle Glade redevelopment plan.





► GIS Data and Mapping

The CMA Team was contracted by the Treasure Coast Regional Planning Council (TCRPC Dr. Kim DeLaney) to apply ArcGIS Business Analyst modeling and prepare mapping and data table for Palm Beach County 107 TOD Stations. This initiative is part of the 2050 Long Range Transportation Plan of the Palm Beach Transportation Planning Agency (TPA). Our team of planners are proficient in GIS mapping and prepared more than 1,000 maps for 107 TOD stations to be located in Palm Beach County. **The GIS data and mapping processing includes potential redevelopment areas and the analysis includes a number of variables such as property value, age of structures, density, intensity and others.**



Services by the Firm and Subconsultants

CMA has an established professional reputation in Palm Beach County. We are experts in Comprehensive Planning, and we assembled a high-level experienced team with an exceptional knowledge of Florida Statutes and local regulations.

Please refer to Section 2 Qualifications of Project Team and Availability of Specialty Resources (3.3) for detailed information about our team's services.



2. Qualifications of Project Team and Availability of Specialty Resources (3.3)



Narrative

CMA has assembled a strong planning team of leaders in local government policies and community building. We were instrumental in organizing the successful Affordable Housing Symposium focusing on the Live Local Act in April 2024; and recently presented at the Florida APA conference in Tampa. CMA makes the commitment that all key personnel on this project team will be dedicated as necessary to meet the workload needs of the City. Below is a summary of CMA's key personnel that are assigned to this contract. For more detailed qualifications on our project team below, including education, licenses and any other pertinent information, please refer to their resumes within this section.



Nilsa Zacarias, AICP
Principal-in-Charge

Nilsa is CMA's Planning Director and Principal-in-Charge for this contract. She is a nationally and internationally recognized professional and Fulbright Scholar with over 25 years of experience working on challenging and complex planning initiatives. She is proficient in Florida Statutes and has prepared numerous Comprehensive Plan amendments, Land Development, Urban Design, Site Planning and Affordable Housing Planning Services. Because of her expertise, Nilsa was a speaker at the Florida APA conference in Tampa this past September 2024.



Osniel Leon, AICP
Project Manager

Osniel's work is marked by a strategic approach. He excels in developing comprehensive plans that are meticulously tailored to communities' unique needs and aspirations, integrating land use, transportation, economic development, and environmental sustainability. His facilitation of stakeholder workshops, public forums, and focus groups is strategic, aiming not just to gather input, but also to build consensus and foster collaboration among diverse stakeholders. His in-depth analyses of demographic trends, market dynamics, and regulatory requirements are strategic tools, informing decision-making and strategy development. He has years of experience in Comprehensive Plan, Land Development, Urban Design, Site Planning and Affordable Housing Studies.



Shahin Hekmat, P.E., FACEC, F.FES
QA/QC

Shahin is the Director of Quality Assurance, and he has over 33 years of experience in engineering design and project management related to public and private projects. His design experience includes stormwater management and drainage design, roadway and land development projects, specifically the design of water distribution systems, sanitary sewer collection and disposal systems, paving, grading, drainage systems, flood routing analysis, permitting construction oversight, and project closeout.



Lance Lilly
Senior Planner

Lance's expertise in long-range planning, policy analysis, and Florida Statutes is demonstrated in preparing Comprehensive Plans for local governments, including the Village of North Palm Beach, the Village of Tequesta, the Town of Palm Beach, Dania Beach, and others. He also has the credentials to conduct extensive public outreach initiatives, including workshops, charters, kiosks, surveys, and interviews. Lance's planning experience encompasses zoning codes, site plan reviews, and Comprehensive Plans.



Matthew Veneziano
GIS Planner

Matthew's GIS mapping and data processing knowledge is essential to preparing a comprehensive plan. His superior analytical skills with ArcGIS Pro, AutoCAD, and the 2020 US Census will facilitate trends analysis and provide realistic policies. He has prepared outstanding maps for the Village of North Palm Beach, the City of Lake Worth Beach, and the City of Dania Beach among others. Matthew currently serves as an extension of the Town of Palm Beach staff for site plan reviews.



Santiago Cleves
Associate Planner

Santiago is passionate about designing and building communities. He graduated with a bachelor's degree from Florida Atlantic University. Santiago is dedicated to creating sustainable and livable communities that reflect a unique perspective and consider the history and context of each location. His expertise includes site analysis, master planning, and graphic design, which are integral to his design and project implementation process.



Sara Benbasat
Urban Design Planner

Sara's proficiency in urban design, comprehensive plans, and land development regulations set the planning team apart from other consulting companies. She can review and update elements of the comprehensive plan and zoning codes by applying urban form and massing. This approach provides an overview of the land use designations applied to density and intensity. She is experienced in 3D renderings, including TwinMotion, SketchUp, and AutoCAD. She served as an extension of municipal staff at the Village of North Palm Beach, the City of Lake Worth Beach, and the Town of Manalapan.



Eric Harrison, PLA
Principal Landscape Architect

Eric is a Principal Landscape Architect for CMA's landscape architecture team. He is proficient in Florida's plant palette, local environmental conditions, and site-specific microclimates used to prepare aesthetic and functioning landscape designs. He is well versed in the use of low-impact development techniques specifically applied to site planning, and has extensive experience with parks and recreation facilities throughout Florida for public and private sector clients, providing design, permitting, and construction observation services for many types of improvements, including urban landscapes; public spaces; corporate campuses; industrial and educational facilities; athletic fields; pedestrian, bicycle, and equestrian trails; site amenities; playgrounds; boating and aquatic facilities; themed wayfinding; amphitheaters; landscape; hardscape; and irrigation. Additionally, he has acted as an extension of municipal staff in several South Florida Municipalities, reviewing permit plans, performing inspections, and rewriting local ordinances.



Suzanne Dombrowski, P.E., ENV SP
Utilities Civil Engineer

Suzanne is a Principal Engineer and West Palm Beach Office Leader with CMA. She holds a bachelor's degree in civil engineering and a master's degree in engineering with a specialization in civil engineering from the University of Florida. Suzanne has managed a wide range of municipal utility, drainage, and roadway projects from the planning stages throughout construction. She also designs the site civil improvements for both public and municipal facilities. Throughout her career in Palm Beach County, Suzanne has developed relationships with the local regulatory agencies, municipalities, special districts and contractors that facilitate the design, permitting and construction of her projects. She has also managed a variety of subconsultants for multi-disciplinary projects under continuing services contracts.



Brian Voelker, MS, SPWS, CA, CLI
Senior Environmental Scientist

Brian is a Senior Environmental Scientist specializing in natural resource assessments, permitting, and certified arborist services. He provides numerous ecological services to clients, including the following: wetland delineation, function evaluation, mitigation design, monitoring, and permitting; upland habitat assessments; coastal habitat assessments and permitting; marine and estuarine habitat assessments and permitting; protected wildlife assessments and permitting; GPS data collection/mapping and GIS database development; NEPA document preparation and oversight; sediment and erosion control monitoring. As an ISA Certified Arborist, Brian provides numerous consulting arborist services to both public and private sector clients, including the following: GPS tree inventories and GIS tree database development; destroyed/damaged tree assessments; tree value estimates; tree grading; tree/utility conflict identification; hazard tree evaluations (risk assessment); analysis of tree canopy cover and ecological/monetary benefits; urban forest management plans; planting and maintenance bid packages, mangrove trimming oversight; tree removal permitting.



Camille Schillizzi
Project Environmental Scientist

Camille is a aTree Risk Assessment Qualified ISA Certified Arborist with five years of experience in planning and executing tree inventories, vegetation management plans, risk assessments and protected species surveys. She has experience with environmental science, urban forestry and vegetation management, tree protection plans and protected species surveys. Camille is dedicated to protecting the environment through local codes, industry standards and consistent management.



Ben Lehr, P.E., LEED AP
Transportation Engineer

Ben serves as the Director of Transportation/Principal Engineer for CMA and is responsible for the pursuit and delivery of transportation and aviation related design-build projects across the United States. He is responsible for managing risks and promoting the use of best practices in pursuit and delivery of transportation projects nationwide. He has 24 years of experience in project management and structural design for numerous transportation related projects in Florida, Georgia, Mississippi, South Carolina, North Carolina, Texas, Virginia, West Virginia and Ohio. Ben has been involved in a wide range of projects from a size and complexity standpoint. His experience includes work on multi-lane resurfacing projects, complete street improvements, all the way up to large scale design build projects for new roadway/bridge corridors on new alignments. This diversity in experience affords Ben a keen eye towards constructability and overall completeness of our project deliverables.



Brent Whitfield, P.E., ENV SP, F.ASCE

Coastal Management and Resiliency Engineer

Brent is the Director of Water Resources for CMA, with 20 years of professional experience. Brent has worked for a variety of public sector clients at the City, County and State level. His experience includes tasks as varied as hydrologic and hydraulic modeling related to environmental and flood protection studies and detailed engineering design and construction oversight for roadway, water, sewer, and stormwater infrastructure. Brent has provided infrastructure solutions in various settings from residential neighborhoods to commercial airports. As a life-long resident of Florida, Brent has maintained a commitment to serving the community both professionally and personally serving as an appointed board member for a municipal advisory board with maintaining involvement in the American Society of Civil Engineers (ASCE), the Florida Engineering Society (FES) and Leadership Florida.

Subconsultant Key Staff



Thuha Nguyen, P.E., PTOE, PTP

Transportation Engineer

Thuha, with over 20 years of experience, has participated in a variety of transportation engineering and planning projects that span transportation planning, traffic operations, safety analysis, travel demand modeling, multi-modal planning, and research.

via planning, inc.
collaborate. plan. execute.

via planning, inc.

Transportation Subconsultant

Certified WMBE, DBE and SBE Firm

via planning, inc. is a certified small minority women-owned business enterprise located in south east Florida. They specialize in traffic engineering and transportation planning, and provide a wide range of services including traffic impact analysis, design traffic/ project traffic, traffic operations analysis, growth management, lane elimination, traffic calming, complete streets, traffic signal timing, traffic design and conceptual design, as well as public relations and community outreach. They are committed to providing a quality product through a results-driven, collaborative approach. Their dedicated staff are registered Professional Engineers in Florida with over 25 years of combined experience, and consist of consensus-building, passionate project managers with strong commitment to client-service. via planning will provide transportation and traffic analysis services for this contract.

Organizational Chart



PRINCIPAL-IN-CHARGE

Nilsa Zacarias, AICP

QA/QC

Shahin Hekmat, P.E., F.FES, FACEC





PROJECT MANAGER

Osniel Leon, AICP

Planning

Osniel Leon, AICP
Lance Lilly
Nilsa Zacarias, AICP

GIS Planning

Matthew Veneziano
Santiago Cleves

Urban Design

Sara Benbasat
Matthew Veneziano

Landscape Architecture

Eric Harrison, PLA

Utilities/Civil Engineering

Suzanne Dombrowski, P.E., ENV SP

Environmental Services

Brian Voelker, MS, SPWS, C.A., CLI
Camille Schillizzi, CA

Transportation Engineering

Benjamin Lehr, P.E.DBIA, LEED AP
Thuha Nguyen Lyew, P.E. **(via)**

Coastal Management and Resiliency

Brent Whitfield, P.E., ENV SP, F.ASCE

Subconsultant Index

via + via planning

+ Certified Minority Firm

NILSA ZACARIAS, AICP
Director of Planning



chen moore and associates

Nilsa is Director of Planning and a Principal Planner for CMA's planning team. She is a nationally and internationally recognized professional and Fulbright Scholar with over 26 years of experience working on challenging and complex planning initiatives including Comprehensive Planning, Evaluation and Appraisal Reviews (EAR), Public Engagement, Land Development Regulations, Annexations, Master Plans, Neighborhood Plans, Design Guidelines, Development Review & Processing, and others. She has an in-depth knowledge of Florida Statutes requirements.

Project Experience:

Comprehensive Plan based on the Evaluation and Appraisal Review (EAR). Town of Palm Beach. CMA updated the Town of Palm Beach Comprehensive Plan based on the Evaluation and Appraisal Review (EAR). The proposed scope includes a detail review of all the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.) and updates to reflect changes in the Town's trends, vision and demographics.

Town of Mangonia Park Visioning, Comprehensive Plan, & Land Development Regulations. Town of Mangonia Park. CMA was contracted by the Town of Mangonia Park to update their comprehensive plan. Florida Statutes require that each local government within the state must prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan at least every seven years. This EAR based amendment should address changes in the state requirements and changes to local conditions since the last update of the comprehensive plan. In 2020, the Mangonia Park comprehensive plan prepared by the CMA planning team was adopted. The CMA planning team prepared the EAR based (Evaluation and Appraisal Review) Comprehensive Plan Amendment for the Town of Mangonia Park. The Comprehensive Plan consists of the following elements:

- Introduction and Administration, Future Land Use, Transportation, Housing, Utilities, Conservation
- Recreation and Open Space, Intergovernmental Coordination, Capital Improvement Element

EAR based Comprehensive Plan Update. City of Dania Beach. CMA was contracted by the City of Dania Beach to update the Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) according to Chapter 163 Florida Statutes (F.S.). The proposed scope includes a detail review of the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.); and, updates to reflect changes in the City's trends, vision and demographics.

Urban Design, LDRs, EAR-based Comprehensive Plan Text Amendments, and Neighborhood Plans. City of Lake Worth Beach. Since 2015 CMA is providing ongoing planning services to the City including 3D Renderings for specific sites illustrating the vision of the City and the compliance with Zoning Code as part of a City's marketing effort to attract quality development. Over the years, CMA has prepared Land Development Regulations (LDRs) and EAR-based Comprehensive Plan text amendments in compliance with Florida Statutes. Also, the CMA team developed 18 Neighborhood Plans for the City including utilities, transportation, signage, public safety, planning efforts and neighborhood public engagement.

Hire Date
7/27/2009

Years of Experience: 26

Years with other firms: 11

Education

Master of Science, Community and Regional Planning/Minor in Housing, Iowa State University

Fulbright Scholar, Bachelor of Architecture, Catholic University Asuncion, Paraguay

Certifications

Certified Planner by the American Institute of Certified Planners (AICP)

Professional Affiliations

American Planning Association Florida Chapter (FAPA)

Fulbright Alumni Association

Historical Preservation Board, Town of Jupiter

Palm Beach County Planning Congress

Planning & Zoning Commission, Town of Jupiter

Presentations at Conferences

Affordable Housing Symposium: Solutions and Strategies. Palm Beach County Planning Congress, West Palm Beach, FL, April 2024

Inclusive and Equitable Public Open Spaces. American Planning Association Florida Chapter Conference (FAPA), Jacksonville, FL, September 2023

Protecting Community Character: Lessons Learned. American Planning Association Florida Chapter Conference (FAPA) Tampa, FL, September 2024

Nilsa Zacarias, AICP
(Continued)

Visioning, Comprehensive Plan, LDRs, and Development Processing. City of Westlake. Palm Beach County's new 39th City was incorporated on June 20, 2016. The 38,000 acres of mostly vacant, previously agricultural land in western Palm Beach County will be the site of 4,500 homes and 2.2 million square feet of commercial space. Since its incorporation in 2016, CMA professionals serve as the planning department of the City responsible for preparing the first comprehensive plan adopted in 2018, and writing the Land Development Regulations to be consistent with the City's Comprehensive Plan Vision. CMA is also in charge of site plan reviews and processing development applications including staff reports, presentations to the Boards and City Council.

Public Participation Program, Parks Master Plan "Our Parks Our Values". Village of Tequesta. CMA was responsible for land planning, community participation, branding, site analysis, site design and landscaping in compliance with local code and comprehensive plan, landscaping, parking lay outs, and permitting for the preparation of Village of Tequesta Parks Master Plan.

The CMA team utilized a proactive public participation program (4Ps) to obtain community input and ensure maximum outreach. "Our Parks Our Values" main goal was to prepare a robust document based on the community vision to serve as a long-term strategic road map to guide improvements to the Village's parks. The Master Plan included the following chapters: Chapter 1 – evaluates demographics and socio-economic indicators of the Village population. This chapter includes existing and projected data on population, household type, population age and race, education attainment and housing tenure; Chapter 2 – provides detailed description of the Proactive Public Participation Program (4Ps) that included surveys (with QR Codes), interviews with stakeholders, public workshops with council and boards, informational kiosks at Village events, and "open houses" held to explore design ideas; Chapter 3 – based on the residents' vision and ideas obtained from the survey ,three (3) conceptual design options were prepared for each Remembrance Park and Tequesta Park; then, multiple "opens houses" were held to elicit the residents' preferences regarding amenities and the design itself; the designs included landscaping (native plants); informational plaques, trails, and amenities; Chapter 4 –summarizes recommendations for additional parks, and emphasize that the Master Plan will facilitate applications for grants, and provides information to for the capital improvement program.

The Master Plan was approved by the Village Council in August 2022, and it is currently being implemented. Nilsa was the lead and project manager including the proactive public participation; conceptual designs and final document that was approved by the Village Council. This Master Plan was selected by the Florida Chapter of the American Planning Association to be presented at the State Conference held in Jacksonville in September 2023.

GIS Mapping, 2050 Long Range Transportation Planning (LRTP), Treasure Coast Regional Planning Council. This project involved policy analysis and considerations for 107 TOD stations located in Palm Beach County including land uses, demographics and market studies. The CMA planning team prepared GIS maps and data tables based on ARC GIS Business Analyst to be used in the transit and roadway modeling of the 2050 Long Range Transportation Planning (LRTP) prepared by the Palm Beach Transportation Planning Agency's (TPA), and Treasure Coast Regional Planning Council. The purpose of this work order was to analyze the development capacity surrounding the potential transit stations along the 561 corridors countywide in Palm Beach County.

The analysis identified the existing and potential residential units and non-residential square footage of each station, factoring in desired station typology and land use regulations and entitlements. CMA was contracted by the Treasure Coast Regional Planning Council to conduct this study. The existing conditions analysis and mapping for the 107 TOD station included 1,926 GIS maps (Age of Structures, Assessed Value of Improvements, Taxable Value, Density, FAR, NAICS, MAZ, property acreage and others). Once the key sites for redevelopment were identified, CMA prepared 107 GIS maps showcasing the potential capacity of the subject sites.

Design Guidelines, Public Participation and Zoning Code Amendment. Village of Tequesta. The Beach Road corridor was facing challenges because of aging condominium buildings, and active redevelopment initiatives. Prepared Design Guidelines CMA and Zoning Code Text Amendments based on the Community input to protect the small village charm, natural resources, and provide clear direction to developers. The Design Guidelines included building aesthetics, site planning, landscaping, public streetscape, and a detail checklist. The Design Guidelines is a rich graphic driven document with 3D renderings showcasing the vision for the Beach Road corridors, and photographic display of examples of massing, articulations and architectural elevations.

OSNIEL LEON, AICP
Principal Planner



Osniel Leon is a Principal Planner for CMA's planning team, with more than 15 years of combined experience in the areas of land use, zoning, platting, and development regulations. Osniel's work is marked by a strategic approach. He excels in developing comprehensive plans and LDRs that are meticulously tailored to communities' unique needs and aspirations, integrating land use, transportation, economic development, and environmental Sustainability. His facilitation of stakeholder workshops, public forums, and focus groups is strategic, aiming not just to gather input, but also to build consensus and foster collaboration among diverse stakeholders. His in-depth analyses of demographic trends, market dynamics, and regulatory requirements are strategic tools, informing decision-making and strategy development.

Project Experience:

EAR based Comprehensive Plan Update. City of Dania Beach. CMA was contracted by the City of Dania Beach to update the Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) according to Chapter 163 Florida Statutes (F.S.). The proposed scope includes a detail review of the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.); and, updates to reflect changes in the City's trends, vision and demographics.

General Planning Services. City of Westlake. Beach County's 39th City was incorporated on June 20, 2016. The 38,000 acres of mostly vacant, previously agricultural land in western Palm Beach County will be the site of 4,500 homes and 2.2 million square feet of commercial space. This new city will provide muchneeded urban services to the surrounding suburban residential areas. The CMA planning team prepared the first comprehensive plan for the City of Westlake. The plan was adopted in 2018, and it is in compliance with Florida Statutes. The team wrote the new Zoning Code to be consistent with the City's Comprehensive Plan Vision. CMA was contracted by the City to provide general planning and zoning services. The consulting contract includes long range and current planning projects as follows: site plan reviews, meeting with developers, staff reports, Zoning code amendments, presentations to Boards and City Council, master signage reviews and sign code amendments.

General Planning Services. Town of Mangonia Park. Mr. Osniel provides Planning services to the Town including site plan reviews, DRCs, meetings with developers, staff reports, presentations to Boards and City Council.

Land Use Planning, Site planning. Village of Palm Springs. CMA provides site plan reviews, staff reports, meeting with applicants, compliance with LDRs.

Design Guidelines, Public Participation and Zoning Code Amendment. Village of Tequesta. The Beach Road corridor was facing challenges because of aging condominium buildings, and active redevelopment initiatives. Prepared Design Guidelines CMA and Zoning Code Text Amendments based on the Community input to protect the small village charm, natural resources, and provide clear direction to developers. The Design Guidelines included building aesthetics, site planning, landscaping, public streetscape, and a detail checklist. The Design Guidelines is a rich graphic driven document with 3D renderings showcasing the vision for the Beach Road corridors, and photographic display of examples of massing, articulations and architectural elevations.

Hire Date
10/21/2021

Years of Experience: 15

Years with other firms: 8

Education
Bachelor of Science, Urban and Regional Planning, Florida Atlantic University

Certifications
Certified Planner by the American Institute of Certified Planners (AICP)

Professional Affiliations
American Planning Association
Congress for the New Urbanism
2025 Vice President of the Palm Beach Planning Congress

Osniel Leon, AICP
(Continued)

Urban Design, LDRs, EAR-based Comprehensive Plan Text Amendments, and Neighborhood Plans. City of Lake Worth Beach. Since 2015 CMA is providing ongoing planning services to the City including 3D Renderings for specific sites illustrating the vision of the City and the compliance with Zoning Code as part of a City's marketing effort to attract quality development. Over the years, CMA has prepared Land Development Regulations (LDRs) and EAR-based Comprehensive Plan text amendments in compliance with Florida Statutes. Also, the CMA team developed 18 Neighborhood Plans for the City including utilities, transportation, signage, public safety, planning efforts and neighborhood public engagement.

Resilience Support for LUPA Application for Regional Activities Center (RAC). City of Dania Beach. The City of Dania Beach submitted a Land Use Plan Amendment (LUPA) to Broward County on July 12, 2022, for 4,000 additional units of the Dania Beach Regional Activities Center (RAC) zoning area. The City received comments from Broward County regarding concerns around resilience related to the approval of the LUPA. Portions of the proposed Regional Activities Zone (RAC) do fall within Broward County's Priority Planning Areas for Sea Level Rise. The Broward County letter (dated November 3, 2022) from Dr. Jennifer Jurado, Chief Resilience Officer and Deputy Director of the Resilient Environment Department, requested that "the Applicant agrees to a legally enforceable mechanism providing a binding commitment to the above stated request to ensure the design, integration, and construction of surface water management infrastructure needed to serve major and minor development and redevelopment within the RAC, addressing future conditions standards and compound flood conditions predicted in the 2070 planning horizon as a contingency of the LUPA".

Mangonia Park Vision, Comprehensive Plan & Land Development Regulations. CMA was contracted by the Town of Mangonia Park to update their comprehensive plan. The CMA planning team prepared the EAR based (Evaluation and Appraisal Review) Comprehensive Plan Amendment for the Town of Mangonia Park. Florida Statutes require that each local government within the state must prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan at least every seven years. This EAR based amendment should address changes in the state requirements and changes to local conditions since the last update of the comprehensive plan. In 2020, the Mangonia Park comprehensive plan prepared by the CMA planning team was adopted. The Comprehensive Plan consists of the following elements:

- Introduction and Administration
- Future Land Use
- Transportation
- Housing
- Utilities
- Conservation
- Recreation and Open Space
- Intergovernmental Coordination
- Capital Improvement Element

Urban Design, Community Outreach, CRA Master Plan Update, City of Belle Glade. CMA was contracted to prepare the Finding of Necessity and CRA Plan Update for the City of Belle Glade, including a boundary extension, existing conditions analysis, compliance with Florida Statutes, list of priority projects, 3D Renderings of main street, community gardens and other public spaces, community engagement and presentations to the CRA Board and City Commission.

Final Review and Processing - EAR Based Comp Plan Amendment. City of Key Colony Beach. CMA is conducting a final review and processing of the City of Key Colony Beach's Comprehensive Plan Amendment based on the Evaluation and Appraisal Review. The proposed Comprehensive Plan was prepared by LaRue Planning (another consultant). The document includes strikethroughs and underlines of the Goals, Objectives, and Policies (GOPs), along with two maps: Future Land Use and Transportation. However, it does not contain the Data and Analysis section. CMA will specifically review the provided GOPs.

SHAHIN HEKMAT, P.E., F.FES, FACEC
Director of Quality Assurance



chen moore and associates

Shahin is Director of Quality Assurance for CMA. He has over three decades of experience in engineering design and project management related to public and private projects. He has served as the City Engineer for the City of Weston; Consulting Engineer for the Cities of Sunny Isles Beach, Dania-Beach, Lauderhill and North Lauderdale; and District Engineer for South Broward Drainage District and North Lauderdale Water Control District. His primary areas of expertise are in stormwater management and drainage design, with concentration on watershed analysis and preparation of storm water facility reports and master plans. His design experience also includes roadway and land development projects; specifically design of water distribution systems, sanitary sewer collection and disposal systems, paving, grading, drainage systems and flood routing analysis, permitting, construction oversight, and project close-out. Shahin has been involved in preparation of Environmental Resource Permits and the approval process through SFWMD, FDEP, COE, and County for major land development projects in the South Florida area as well public facilities such as water, wastewater and reclamation plants, public works compounds, parks, and roads.

Project Experience:

Flood Protection Level of Services (FPLOS) analysis for the C2, C3W, C4, C5, and C6 watersheds in central Miami-Dade County. South Florida Water Management. On behalf of the District, CMA prepared a FPLOS analysis for the C2, C3W, C4, C5, and C6 watersheds in central Miami-Dade County. This effort involved developing a calibrated and validated hydrologic and hydraulic (H&H) model of the subject watersheds, while considering the interconnectivity of the canal network. Overall, the FPLOS analysis included five (5) separate tasks. Task 1 consisted of selecting a model and collecting data. Task 2 consisted of developing an integrated, groundwater-surfacewater modeling tool. Task 3 consisted of calibrating and validating the model for the roughly 200 square mile model domain. Task 4 consisted of simulating the design storm events for existing conditions and determining the FPLOS. Task 5 consisted of simulating future sea level rise conditions and determining the FPLOS. The primary tool used for analysis was the MIKE-SHE software which provides an integrated surfacewater-groundwater model of the region. This information was used by local governments, the SFWMD, and other state and federal agencies to identify areas where improvements to the design, construction and operation or upgrade of water management facilities were required. Due to the insightfulness of the results and the overall success of the FPLOS program CMA has presented the findings of this project at the following conferences:

- Greater Everglades Ecosystem Restoration Conference 2023
- Florida Stormwater Association Annual Conference 2023
- ASCE Florida Section Annual Conference 2023
- AWRA National Conference 2023 (Raleigh, NC)

SFWMD Okeechobee Field Station - Peer Review. South Florida Water Management District. The project consists of the peer review of the civil engineering design for offsite related components of a new Field Station facility, located at 5445 Highway 441 N, Okeechobee, Florida. The project area is approximately 31.33 acres which includes approximately 4.9 acres of wetland areas. The offsite components, which include microwave tower, roadway turn lanes, water main extension, sanitary sewer pump station, and sanitary sewer force main, have been designed to a 100% level. CMA provided peer review of offsite roadway and utility design.

Hire Date
02/01/2021

Years of Experience: 34

Years with other firms: 31

Education
Bachelor of Science, Civil Engineering, University of Miami, 1989

Registration
Professional Engineer, Florida, 49941, 1996

Professional Affiliations
ACEC Member Services Committee
ACEC NSPE/PEPP Governor
ACEC Planning and Bylaws Committee
ACEC Risk Management Committee
ACEC Water Resources Committee
Florida Engineering Society

Certifications
AICPR Hands-on Training
FDEP NPDES Design
Stormwater Management Design
Environmental Permitting Summer School
EPA/FDEP NPDES Inspector
FES/FICE Florida Engineering Leadership Institute
FDOT Advance Work Zone Traffic Control Certification
Qualified Stormwater Management Inspector
FDOT Temporary Traffic Control Advanced Course

LANCE LILLY
Senior Planner



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Lance is a Senior Planner for CMA's planning team. Lance's expertise in long-range planning, policy analysis, and Florida Statutes is demonstrated in preparing Comprehensive Plans for local governments, including the Village of North Palm Beach, the Village of Tequesta, the Town of Palm Beach, Dania Beach, and others. He also has the credentials to conduct extensive public outreach initiatives, including workshops, charters, kiosks, surveys, and interviews. Lance's planning experience encompasses zoning codes, site plan reviews, and Comprehensive Plans.

Hire Date
9/28/2016

Years of Experience: 8

Years with other firms: 0

Education
Master of Science, Master of Urban and Regional Planning, Florida Atlantic University

Professional Affiliations
Palm Beach Planning Congress

Project Experience:

General Planning Services, Land Development Regulations, Comprehensive Plan Amendments. Village of Tequesta. Since 2010, CMA has provided planning services including EAR-based Comprehensive Plan Amendments, LDR amendments (writing code language to create overlays, Parking regulations, updating definitions, and others); Site Plan Reviews (DRC Meetings, Staff Reports, meetings with developers); presentations at workshops, hearings at P&Z Board and Village Council meetings; Annexations studies and analysis with public outreach; community outreach and vision for a Parks Master Plan and Design Guidelines.

Village of Tequesta Visioning & Comprehensive Plan Update. Village of Tequesta. In April 2018, the Village of Tequesta Council adopted the fully updated EAR-based Comprehensive Plan. The CMA planning team revised and updated each element in compliance with Florida Statutes and provide a sustainable community. The State of Florida (Department of Economic Opportunity) found the subject plan in compliance with Florida Statutes. The Comprehensive Plan addressed Senate Bill 1040 Peril of Flood that applies to Coastal Communities. The CMA planning team prepared the EAR-based (Evaluation and Appraisal Report) Comprehensive Plan Amendment for the Village of Tequesta. The Comprehensive Plan consists of the following elements:

- Future Land Use
- Transportation
- Housing
- Utilities
- Conservation
- Recreation and Open Space
- Intergovernmental Coordination
- Capital Management
- Capital Improvement

General Planning Services, Urban Design, LDRs, EAR-based Comprehensive Plan Text Amendments, Neighborhood Plans, Zoning Code amendments. City of Lake Worth Beach. Since 2015 CMA is providing ongoing planning services to the City including 3D Renderings for specific sites illustrating the vision of the City and the compliance with Zoning Code as part of a City's marketing effort to attract quality development. Over the years, CMA has prepared Land Development Regulations (LDRs) and EAR-based Comprehensive Plan text amendments in compliance with Florida Statutes. Also, the CMA team developed 18 Neighborhood Plans for the City including

Lance Lilly
(Continued)

utilities, transportation, signage, public safety, planning efforts and neighborhood public engagement.

Comprehensive Plan based on the Evaluation and Appraisal Review (EAR), Town of Palm Beach. CMA will update the Town of Palm Beach Comprehensive Plan based on the Evaluation and Appraisal Review (EAR). The proposed scope includes a detail review of all the elements including Policy (Goals, Objectives, and Policies) and Data and Analysis ensuring compliance with current Florida Statutes F.S and updates to reflect changes in the Town's trends, vision and demographics.

Comprehensive Plan Update, Village of North Palm Beach. CMA is assisting the Village of North Palm Beach in updating its Comprehensive Plan per Chapter 163.3191, Florida Statutes F.S. The proposed scope includes updating two (2) groups (People and Places and Efficient and Well Maintained Infrastructure) of the Comprehensive Plan, which contains six (6) elements (Future Land Use, Annexation, Housing, Transportation, Capital Improvement, and Infrastructure). The update will amend the document's existing Comprehensive Plan's policy section (Goals, Objectives, and Policies) and Data and Analysis to ensure compliance with current Florida Statutes F.S and to reflect changes in the Village's 20-year planning horizon, trends, and demographics.

Design Guidelines, Public Participation and Zoning Code Amendment, Village of Tequesta. The Beach Road corridor was facing challenges because of aging condominium buildings, and active redevelopment initiatives. Prepared Design Guidelines CMA and Zoning Code Text Amendments based on the Community input to protect the small village charm, natural resources, and provide clear direction to developers. The Design Guidelines included building aesthetics, site planning, landscaping, public streetscape, and a detail checklist. The Design Guidelines is a rich graphic driven document with 3D renderings showcasing the vision for the Beach Road corridors, and photographic display of examples of massing, articulations and architectural elevations.

Public Participation Program, Parks Master Plan "Our Parks Our Values". Village of Tequesta. CMA was responsible for land planning, community participation, branding, site analysis, site design and landscaping in compliance with local code and comprehensive plan, landscaping, parking lay outs, and permitting for the preparation of Village of Tequesta Parks Master Plan. The CMA team utilized a proactive public participation program (4Ps) to obtain community input and ensure maximum outreach. "Our Parks Our Values" main goal was to prepare a robust document based on the community vision to serve as a long-term strategic road map to guide improvements to the Village's parks.

The Master Plan was approved by the Village Council in August 2022, and it is currently being implemented. Nilsa was the lead and project manager including the proactive public participation; conceptual designs and final document that was approved by the Village Council. This Master Plan was selected by the Florida Chapter of the American Planning Association to be presented at the State Conference held in Jacksonville in September 2023.

Land Use Planning, Site Planning, City of Fort Pierce. In 2021 and 2022, Mr. Lilly provided site plan reviews, staff reports, meeting with Applicants, compliance with LDRs for the City.

General Planning Services, City of Westlake. Palm Beach County's 39th City was incorporated on June 20, 2016. The 38,000 acres of mostly vacant, previously agricultural land in western Palm Beach County will be the site of 4,500 homes and 2.2 million square feet of commercial space. This new city will provide much needed urban services to the surrounding suburban residential areas. Mr. Lilly's work includes assistance with current planning projects as such as site plan reviews and zoning inquiries.

Urban Design, Community Outreach, CRA Master Plan Update, City of Belle Glade. CMA was contracted to prepare the Finding of Necessity and CRA Plan Update for the City of Belle Glade, including a boundary extension, existing conditions analysis, compliance with Florida Statutes, list of priority projects, 3D Renderings of main street, community gardens and other public spaces, community engagement and presentations to the CRA Board and City Commission.

Final Review and Processing - EAR Based Comp Plan Amendment. City of Key Colony Beach. CMA is conducting a final review and processing of the City of Key Colony Beach's Comprehensive Plan Amendment based on the Evaluation and Appraisal Review. The proposed Comprehensive Plan was prepared by LaRue Planning (another consultant). The document includes strikethroughs and underlines of the Goals, Objectives, and Policies (GOPs), along with two maps: Future Land Use and Transportation. However, it does not contain the Data and Analysis section. CMA will specifically review the provided GOPs.

MATTHEW VENEZIANO
Associate Planner



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Matthew is an Associate Planner for CMA's planning team. Matthew's GIS mapping and data processing knowledge is essential to preparing a comprehensive plan. His superior analytical skills with ArcGIS Pro, AutoCAD, and the 2020 US Census will facilitate trends analysis and provide realistic policies. He has prepared outstanding maps for the Village of North Palm Beach, the City of Lake Worth Beach, and the City of Dania Beach, among others. Matthew currently serves as an extension of the Town of Palm Beach staff for site plan reviews.

Hire Date
1/08/2024

Years of Experience: 1

Years with other firms: 0

Education
Bachelor of Science, Bachelor of Urban Design, Florida Atlantic University

Professional Affiliations
Palm Beach Planning Congress

Project Experience:

Comprehensive Plan Update. Village of North Palm Beach. CMA assists the Village of North Palm Beach in updating its Comprehensive Plan per Chapter 163.3191, F.S. The proposed scope includes updating two (2) groups (People and Places and Efficient and Well Maintained Infrastructure) of the Comprehensive Plan, which contains six (6) elements (Future Land Use, Annexation, Housing, Transportation, Capital Improvement, and Infrastructure). The update will amend the document's existing Comprehensive Plan's policy section (Goals, Objectives, and Policies) and Data and Analysis to ensure compliance with F.S, and to reflect changes in the Village's 20-year planning horizon, trends, and demographics

Visioning & Comprehensive Plan Update. Village of Tequesta. In April 2018, the Village of Tequesta Council adopted the fully updated EAR-based Comprehensive Plan. The CMA planning team revised and updated each element to follow Florida Statutes and provide a sustainable community. The State of Florida (Department of Economic Opportunity) found the subject plan in compliance with Florida Statutes. The Comprehensive Plan addressed Senate Bill 1040 Peril of Flood that applies to Coastal Communities.

A City's Land Development Regulations (LDRs) are the most important part of the land planning and regulation effort. LDRs are a community's legislative instrument for preventing harm, protecting property values, preventing negative aesthetic impact, protecting and promoting public welfare, and promoting economic growth. Updates become necessary to accommodate changes in boundaries, land uses, legal constraints, and shifting political priorities. The CMA planning team has amended the Village of Tequesta's LDRs to introduce "place of assembly" use, introduce "rehabilitation facility" as a special exception use, and provide regulations for outdoor seating at restaurants. The CMA planning team prepared the EAR-based (Evaluation and Appraisal Report) Comprehensive Plan Amendment for the Village of Tequesta. The Comprehensive Plan encompasses the following elements: Future Land Use; Transportation; Housing; Utilities; Conservation; Recreation & Open Space; Intergovernmental Coordination; Coastal Management; Capital Improvement.

Preparation of Evaluation and Appraisal Report and Comprehensive Plan Amendments. City of Dania Beach. CMA is assisting the City of Dania Beach to update the Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) according to Chapter 163.3191, Florida Statutes (F.S.). The proposed scope includes a detailed review of the elements, including Policy (Goals, Objectives, and Policies) and Data and Analysis, ensuring compliance with current Florida Statutes (F.S.), and updates to reflect changes in the City's trends, vision, and demographics.

SHAHIN HEKMAT, P.E., F.FES, FACEC
Director of Quality Assurance



chen moore and associates

Santiago is an Associate Planner for CMA's planning team, and is passionate about designing and building communities. He graduated with a bachelor's degree from Florida Atlantic University and was employed by the City of Pembroke Pines as a Planner/Zoning Technician, and Landscape Inspector. Santiago is dedicated to creating sustainable and livable communities that reflect a unique perspective and consider the history and context of each location. His expertise includes site analysis, master planning, and graphic design, which are integral to his design and project implementation process.

Hire Date
5/06/2024

Years of Experience: <1

Years with other firms: 1

Education
Bachelor of Urban Design, Urban Design, Florida Atlantic University, 2024

Certifications
Florida Atlantic University Environmental Science Certificate / 2019 – 2024

Mentor Collective Student Success Mentor Training 2023

Project Experience:

Open Space and Recreation Master Plan. City of Lake Worth Beach. CMA is assisting the City of Lake Worth Beach creating an Open Space & Recreation Master Plan that will include (1) Review of Existing Conditions; (2) Analysis of Needs and Preferences; (3) Develop Plan and Implementation Phases; (4) Adopt and Execute Plan.

General Planning Services. City of Westlake. Palm Beach County's 39th City was incorporated on June 20, 2016. The 38,000 acres of mostly vacant, previously agricultural land in western Palm Beach County will be the site of 4,500 homes and 2.2 million square feet of commercial space. This new city will provide muchneeded urban services to the surrounding suburban residential areas. The CMA planning team prepared the first comprehensive plan for the City of Westlake. The plan was adopted in 2018, and it is in compliance with Florida Statutes. The team wrote the new Zoning Code to be consistent with the City's Comprehensive Plan Vision. CMA was contracted by the City to provide general planning and zoning services. The consulting contract includes long range and current planning projects as follows: site plan reviews, meeting with developers, staff reports, Zoning code amendments, presentations to Boards and City Council, master signage reviews and sign code amendments.

Mangonia Park Town Planning. Town of Mangonia Park. CMA was contracted by the Town of Mangonia Park to update their comprehensive plan. The CMA planning team prepared the EAR based (Evaluation and Appraisal Review) Comprehensive Plan Amendment for the Town of Mangonia Park. Florida Statutes require that each local government within the state must prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan at least every seven years. This EAR based amendment should address changes in the state requirements and changes to local conditions since the last update of the comprehensive plan. In 2020, the Mangonia Park comprehensive plan prepared by the CMA planning team was adopted.

Preparation of Evaluation and Appraisal Report and Comprehensive Plan Amendments. City of Dania Beach. CMA is assisting the City of Dania Beach to update the Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) according to Chapter 163.3191, Florida Statutes (F.S.). The proposed scope includes a detail review of the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.); and, updates to reflect changes in the City's trends, vision and demographics.

Future Land Use Map Amendment. City of Dania Beach. City-initiated request to amend the Future Land Use Map for two (2) sites through a small-scale map amendment. The subject proposal will ensuring compliance with current Florida Statutes (F.S.); and final adoption of the City-initiated request.

SARA BENBASAT
Urban Planner



chen moore and associates

Hire Date
8/16/2021

Years of Experience: 3

Years with other firms: 0

Education
Bachelor of Science, Bachelor of Urban Design, Florida Atlantic University

Professional Affiliations
Palm Beach Planning Congress

As an Urban Planner for CMA, Sara Benbasat has experience with site plan development review in municipal planning. Sara also has contributed to staff reports, project proposals, conceptual renderings, and company marketing. Ms. Benbasat has experience with site analysis, handdrawn renderings, and digital graphics. Sara's creative graphic and design capabilities are key components for design charrettes, vision master plans, and overall neighborhood participation initiatives. She is proficient in Sketch-up, AutoCAD, In Design and Adobe software.

Project Experience:

Design Guidelines, Public Participation and Zoning Code Amendment. Village of Tequesta. The Beach Road corridor was facing challenges because of aging condominium buildings, and active redevelopment initiatives. Prepared Design Guidelines CMA and Zoning Code Text Amendments based on the Community input to protect the small village charm, natural resources, and provide clear direction to developers. The Design Guidelines included building aesthetics, site planning, landscaping, public streetscape, and a detail checklist. The Design Guidelines is a rich graphic driven document with 3D renderings showcasing the vision for the Beach Road corridors, and photographic display of examples of massing, articulations and architectural elevations.

Urban Design, LDRs, EAR-based Comprehensive Plan Text Amendments, and Neighborhood Plans. City of Lake Worth Beach. Since 2015 CMA is providing ongoing planning services to the City including 3D Renderings for specific sites illustrating the vision of the City and the compliance with Zoning Code as part of a City's marketing effort to attract quality development. Over the years, CMA has prepared Land Development Regulations (LDRs) and EAR-based Comprehensive Plan text amendments in compliance with Florida Statutes. Also, the CMA team developed 18 Neighborhood Plans for the City including utilities, transportation, signage, public safety, planning efforts and neighborhood public engagement.

Public Participation Program, Parks Master Plan "Our Parks Our Values". Village of Tequesta. CMA was responsible for land planning, community participation, branding, site analysis, site design and landscaping in compliance with local code and comprehensive plan, landscaping, parking lay outs, and permitting for the preparation of Village of Tequesta Parks Master Plan. The CMA team utilized a proactive public participation program (4Ps) to obtain community input and ensure maximum outreach. "Our Parks Our Values" main goal was to prepare a robust document based on the community vision to serve as a long-term strategic road map to guide improvements to the Village's parks.

The Master Plan was approved by the Village Council in August 2022, and it is currently being implemented. Nilsa was the lead and project manager including the proactive public participation; conceptual designs and final document that was approved by the Village Council. This Master Plan was selected by the Florida Chapter of the American Planning Association to be presented at the State Conference held in Jacksonville in September 2023.

Cooper City Landscape Master Plan. City of Cooper City. CMA shall work with the City to identify the public spaces and ROWs and work with City, stakeholders and engage with the public to receive input on the desired aesthetic for the community. CMA shall prepare a master plan for the City to be used as a design guidelines manual for how to move forward to create a unified and identifiable aesthetic to be applied throughout the City.

ERIC HARRISON, PLA
Principal Landscape Architect



chen moore and associates

Eric is the principal landscape architect for CMA's landscape architecture team, and has experience in Florida's plant palette, local environmental conditions, and site-specific microclimates for preparing aesthetic and functioning landscape designs. Eric is well versed in the use of low-impact development techniques specifically applied to site planning and has extensive experience with parks and recreation facilities throughout Florida for public and private sector clients, providing design, permitting, and construction observation services for many types of improvements, including urban landscapes; public spaces; corporate campuses; industrial and educational facilities; athletic fields; pedestrian, bicycle, and equestrian trails; site amenities; playgrounds; boating and aquatic facilities; themed wayfinding; amphitheaters; landscape; hardscape; and irrigation.

Project Experience:

Blue Road Park. City of Coral Gables. CMA is providing design, permitting, and construction administration services for the development of Blue Road Park, a neighborhood park, to serve residents. The plans will be based on the conceptual plans developed by the City and provided to CMA as an exhibit. The project program includes: site preparation (clearing and grading, removal of existing landscape); development of a site plan based on the provided concept plan to include landscape, irrigation, perimeter fencing, internal pathways, upland viewing deck, playground, site furnishings, and security lighting; attendance at public engagement meeting with the local residents; preparation of construction documents; coordination with permitting agencies; bid assistance; and construction administration services.

Engineering Services. City of Westlake. CMA provides engineering and landscape architecture services to the City of Westlake. The scope includes reviewing permit applications, reviewing plans for development within the entire city limits, coordinating with the City's planner, coordinating with the City's staff members, and coordinating with the Seminole Improvement District, whose jurisdictional boundary coincides with the City.

2500 Jupiter Park Drive Conceptual Site Planning. Loxahatchee River District. CMA provides professional services for planning, engineering, and environmental assessments, ensuring a comprehensive understanding of the proposed facilities at Loxahatchee River Environmental Control District's 160-acre regional wastewater facility and administration site. The scope of work includes regulatory reviews, extensive coordination with staff for desired site needs and optimization of operations, massing studies, and conceptual site plans. Passive recreation will be a component of the proposed site plans, and funding opportunities will be associated to support it. A sustainability and resiliency effort will also be conducted. The existing and proposed site will be thoroughly reviewed regarding site security and vulnerability.

Miscellaneous Districtwide Landscape Design. FDOT D6. The scope of services includes plan reviews; attending and reporting on design, coordination, and review meetings; landscape architectural and engineering consultation; landscape architectural planning and design; construction inspection and/or field assessments; quarterly monitoring; rendering sections and plan boards; permitting; project coordination, post design services; correspondence and project filing; and development of project scopes. CMA reports to the D6 District Landscape Architect and provides support as necessary to their office limiting the effort of D6 personnel.

Hire Date
1/31/2013

Years of Experience: 21

Years with Other Firms: 10

Education

Bachelor Landscape Architecture, University of Florida, 2002

Associate of Arts, Palm Beach Community College, 1996

Registrations

Registered Landscape Architect, Florida, LA6667129, 2012

Professional Affiliations

American Society of Landscape Architects

International Society of Arboriculture

SUZANNE DOMBROWSKI, P.E., ENV SP
Principal Engineer (Utilities/Civil Engineering)



chen moore and associates

Suzie is a Principal Engineer and West Palm Beach Office Leader with CMA. She holds a bachelor's degree in civil engineering and a master's degree in engineering with a specialization in civil engineering from the University of Florida. Suzie has managed a wide range of municipal utility, drainage, and roadway projects from the planning stages throughout construction. She also designs the site civil improvements for both public and municipal facilities. Throughout her career in Palm Beach County, she has developed relationships with the local regulatory agencies, municipalities, special districts and contractors that facilitate the design, permitting and construction of her projects. Suzie has also managed a variety of subconsultants for multi-disciplinary projects under continuing services contracts.

Project Experience:

Worth Avenue - 400 Block. Town of Palm Beach. CMA provided civil engineering and bidding assistance services for the installation of drainage infrastructure and underground utilities in the 400 block of Worth Avenue in the Town of Palm Beach. The project was identified by an earlier study, the Mid-Town Drainage Basin Report, which documented the benefits to flood protection that could be realized by the installation of a 1,050-ft long, 36-inch diameter drainage “trunk-line” connecting the 300 block of Worth Avenue more directly to the D-7 Pump Station. As part of this effort, CMA also designed the replacement of the 6-inch AC water main and lining replacement of the 8-inch and 12-inch VCP sewer.

In addition to underground utility design, CMA designed a modification to the roadway typical section to resolve localized drainage issues in front of residential properties. As part of the public outreach effort, CMA also coordinated meetings with residents of the Royal Park Homeowners Association and management of the Everglades Club.

Gomez Corridor Water Main and Low Pressure Sewer System Project Improvements with Town of Jupiter Island. Town of Jupiter Island. South Martin Regional Utilities (SMRU) wished to install a backbone low pressure sewer system (including laterals to the property lines of a customer, but not including laterals, grinder pumps and electric panel, or septic tank decommissioning within the property boundaries of a customer) (the “LPFM Project”) and replace the existing water mains within the Gomez Corridor prior to Martin County performing roadway improvements along the Gomez Corridor. SMRU had requested that CMA provide engineering services for the design and permitting of the LPFM Project and the Water Main Project. .

WO-01: Interchange at SR 9/I-95 and Central Boulevard. State of Florida Department of Transportation District 4. FPID No: 413265-1-32-01 - New interchange design at I-95 and Military Trail including widening along I-95. As part of the I-95 improvements, several large diameter utilities that are owned and maintained by Seacoast utility Authority require relocation. CMA has been contracted to provide a Basis of Design Report to explore alternatives for the relocation of the impacted utilities. Final selected relocation alternatives will then be taken through final design and included as part of the bid package to be let for construction by FDOT District 4.

Hire Date
1/16/2006

Years of Experience: 21

Years with other firms: 2

Education

Bachelor of Science, Civil Engineering, University of Florida 2005

Master of Engineering, Civil Engineering, University of Florida 2006

Registration

Professional Engineer, Florida, 69918, 2009

Professional Affiliations

American Society of Civil Engineers

American Water Works Association

Florida Engineering Society

BRIAN VOELKER, M.S., SPWS, C.A., CLI
Senior Environmental Scientist



chen moore and associates

Brian is a senior environmental scientist specializing in natural resource assessments and permitting, as well as certified arborist services. He provides numerous ecological services to clients, including the following: wetland delineation, function evaluation, mitigation design, monitoring, and permitting; upland habitat assessments; coastal habitat assessments and permitting; marine and estuarine habitat assessments and permitting; protected wildlife assessments and permitting; GPS data collection/mapping and GIS database development; NEPA document preparation and oversight; sediment and erosion control monitoring.

As an ISA Certified Arborist, Brian provides numerous consulting arborist services to both public and private sector clients, including the following: GPS tree inventories and GIS tree database development; destroyed/damaged tree assessments; tree value estimates; tree grading; tree/utility conflict identification; hazard tree evaluations (risk assessment); analysis of tree canopy cover and ecological/monetary benefits; urban forest management plans; planting and maintenance bid packages, mangrove trimming oversight; tree removal permitting.

Project Experience:

Blue Road Park. City of Coral Gables. CMA is providing design, permitting, and construction administration services for the development of Blue Road Park, a neighborhood park, to serve residents. The plans will be based on the conceptual plans developed by the City and provided to CMA as an exhibit. The project program includes: site preparation (clearing and grading, removal of existing landscape); development of a site plan based on the provided concept plan to include landscape, irrigation, perimeter fencing, internal pathways, upland viewing deck, playground, site furnishings (i.e. drinking fountains, picnic tables, benches, waste receptacles, bike racks, etc.), and security lighting; attendance at public engagement meeting with the local residents; preparation of construction documents; coordination with permitting agencies; bid assistance; and construction administration services. Through the permitting efforts, the regulatory agencies required a benthic survey to be performed to identify any environmentally sensitive species (including observations for manatees and other protected marine species) that could be impacted by the project.

Wetland Impacts and Mitigation Assessments for White Rock Quarry, Hialeah, FL. White Rock Quarries. White Rock Quarry is interested in clearing and filling two contiguous sites (112 acres total) to create a truck parking facility. The two potential impact sites consist of a mix of dense forested areas (melaleuca), cleared pasture areas, and remnant agricultural areas with alternating ridges and furrow; each of these areas is anticipated to contain jurisdictional wetlands with variable functional values. CMA will determine the approximate extent (acreage) of each wetland type and perform qualitative assessments of each wetland type using the Uniform Mitigation Assessment Method (UMAM) scoring matrix. In addition to the two impact sites, CMA will determine the approximate acreage of wetlands and perform a UMAM analysis for a nearby littoral shelf mitigation area known as “Section 13”. CMA shall compare the current size of the mitigation area to the permitted size to determine if excess wetland acreage may be present, which could potentially be used to offset wetland filling at the two impact sites.

Hire Date

05/31/2022

Years with other firms: 25

Education

Bachelor of Science, Environmental Studies, State University of New York, 1996

Master of Science, Coastal Zone Management, Marine Biology, Nova Southeastern University, 2000

Professional Affiliations

Florida Urban Forestry Council Board of Directors

Florida Urban Forestry Council

International Society of Arboriculture

Landscape Inspectors Association of Florida (LIAF)

Society of Wetland Scientists

South Florida Association of Environmental Professionals (SFAEP)

Certifications

Society of Wetlands Scientists (SWS) Professional Wetland Scientist #1355 (2002)

LIAF Certified Landscape Inspector #2012-125 (2012)

Federal Aviation Administration (FAA) Drone Remote Pilot #4253470 (2019)

ISA Tree Risk Assessment Qualification (TRAQ) (2014)

ISA Certified Arborist #FL-5378A (2006)

FAA Safety Course Team Aviation Learning Center Online Part 107 Small UAS Recurrent Part 61 Pilots

Civic Organizations

US. Army Corps of Engineers Wetland Delineation and Management Training Program, Florida

CAMILLE SCHILLIZZI, CA
Project Environmental Scientist



chen moore and associates

Camille is a Tree Risk Assessment Qualified ISA Certified Arborist with five years of experience in planning and executing tree inventories, vegetation management plans, risk assessments and protected species surveys. She has experience with environmental science, urban forestry and vegetation management, tree protection plans and protected species surveys. Camille is dedicated to protecting the environment through local codes, industry standards and consistent management.

Project Experience:

Open Space and Recreation Master Plan. City of Lake Worth Beach. CMA is assisting the City of Lake Worth Beach creating an Open Space & Recreation Master Plan that will include (1) Review of Existing Conditions; (2) Analysis of Needs and Preferences; (3) Develop Plan and Implementation Phases; (4) Adopt and Execute Plan.

Atlantic Aviation - PBI Hangars Phase I. Atlantic Aviation Florida, Inc. BCMA will serve as a Subconsultant to C & S Engineers, Inc. The project includes stormwater management design and permitting and landscape architecture design services. Atlantic Aviation is expanding their Fixed Base Operator (FBO) facilities at Palm Beach International Airport (PBI). These improvements include the construction of two hangars with office space, with the approximate size of each hangar is 30,000 square feet and the approximate size of combined office space is 7,000 square feet. The facility is assumed a Group III, Type II hangar. CMA is providing stormwater design and permitting services to procure an Environmental Resources Permit (ERP) for the additional impervious area in Basin 2 of PBI in coordination with Atlantic Aviation projects including the recently constructed overflow parking area and the pending apron expansion. CMA is also supporting the landscape and irrigation design as well as permitting with Palm Beach County for the removal and relocation of existing trees to accommodate the new hangar developments.

Planning Consultant Services. City of Lake Worth Beach. CMA is assisting the City of Lake Worth Beach with ongoing planning services such as attending meetings, communicating with Staff, contractors, and residents, land development regulations, studies, plans, and other planning related tasks.

Avalon State Park Improvements. State Parks System. The state wishes to make improvements at Avalon State Park consisting of addition of parking spaces, replacement of the entrance gate, and paving of approximately 2,500 LF of roadway at the entrance. CMA will perform site investigation, design, permitting, bidding assistance and construction administration services for the improvements.

Lift Station 57 Force Main Replacement. Seacoast Utility Authority. CMA was contracted for engineering services for the design, permitting, and bidding assistance of approximately 2,000 linear feet of 6-inch force main to run along the east side of Prosperity Farms Road from Flamingo Road to Lift Station (LS) 57 in Palm Beach County, Florida. The existing force main has reached the end of its useful life.

Riviera Beach Police Station. Riviera Beach CRA. Historic & Environmental Planning Services | Contract #192-2023. City of Vero Beach. CMA will supply the professional services to City for all phases of each project as specified and described in the individual work orders and professional representative for the project set forth in each work order and shall give professional advise to City during and related to performance of the services to be rendered under such work order.

Hire Date
3/25/2024

Years of Experience: 6

Years with other firms: 5

Education
Bachelor of Science, Biology, Nova Southeastern University, 2019

Professional Affiliations
South Florida Association of Environmental Professionals (SFAEP)

Certifications
Tree Risk Assessment Qualified

Certified Arborist

BEN LEHR, P.E., LEED AP
Director of Transportation



chen moore and associates

Ben is a Principal Engineer and Director of Transportation for CMA, responsible for the oversight and development of CMA's Transportation market. He has 24 years of progressive experience in executive oversight, project management, quality control, and structural design for numerous transportation related projects in Florida and neighboring states. Ben has experience working with some of the nation's leading heavy civil contractors on design-build project delivery. This specialized project experience has educated Ben on how to view project designs from a contractor's perspective, lending a more comprehensive approach to design with constructability in mind.

Project Experience:

Galt Ocean Mile Streetscape Concepts and Improvements. City of Fort Lauderdale. The purpose of this project was to develop a conceptual design and opinion of probable cost to upgrade and beautify the Galt Ocean Mile corridor, emphasizing traffic calming and bicyclist and pedestrian improvements. The scope was based on public engagement and concepts performed and developed by the City of Fort Lauderdale. The proposed upgrades included milling and resurfacing of roadway; re-striping; bike lanes; sidewalk widening; relocation of existing trees; replacement/addition of landscape material; new streetlight fixtures; decorative paver hardscape incorporated into sidewalks, unloading areas, & crosswalks; raised crosswalks and/or raised intersections; and landscape lighting.

After designing the conceptual plans for the Galt Mile Streetscape Project, CMA was contracted to provide full contract documents for the design and construction of the corridor. The purpose of this project was to develop a conceptual design and opinion of probable cost to upgrade and beautify the Galt Ocean Mile corridor, emphasizing traffic calming and bicyclist and pedestrian improvements. The proposed upgrades included milling and resurfacing of roadway; re-striping; bike lanes; sidewalk widening; relocation of existing trees; replacement and addition of landscape material; new streetlight fixtures; decorative paver hardscape incorporated into sidewalks, unloading areas, & crosswalks; raised crosswalks and/or raised intersections; and landscape lighting.

Las Olas Blvd. Andrews to SE 17th Design Services. City of Fort Lauderdale. The project's design entails developing complete streets / streetscape concepts and 30% design for Las Olas Boulevard corridor phase 1 segment from South Andrews Avenue to Southeast 17th Avenue. This work shall be based on the Las Olas Conceptual Design Vision Master Plan (Western and Eastern Corridor) prepared in June 2021. This segment of Las Olas Blvd. is divided into three distinct and unique sections: 1. Downtown (Andrews Avenue to US-1), 2. The Shops (US-1 to 12th Avenue) and 3. Colee Hammock Neighborhood (SE 12th to SE 17th Avenue). The purpose of the project is to expand the sidewalks and elevate the pedestrian and bicycle experience within the corridor while preserving vehicular movements and improving safety for all modes of transportation. The corridor is lined with mature date palm and black olive trees that are at the center of the community's attention with respect to alternative development. CMA is a subconsultant on this project and is providing arborist services and tree disposition plans cataloging the existing trees along the corridor, designing irrigation alternatives for proposed landscaping improvements, and designing proposed pedestrian level lighting.

Hire Date
2/28/2022

Years of Experience: 24

Years with Other Firms: 22

Education

Master of Engineering, Structural Engineering, University of Florida

Bachelor of Engineering, Civil Engineering, University of Florida

Registrations

Professional Engineer, Florida, 63051, 7/15/2005

Professional Engineer, North Carolina, 040993, 2014

Professional Engineer, Virginia, 0402053102, 2014

Professional Engineer, Texas, 99583, 2007

Professional Engineer, Maryland, 45776, 2014

Professional Engineer, Georgia, PE039083, 2014

Professional Affiliations

American Society of Civil Engineers

Design-Build Institute of America

ACEC Florida

American Road and Transportation Builders Association

Certifications

LEED Accredited Professional, U.S. Green Building Council

Publications

Gary R. Consolazio, G. Benjamin Lehr and Michael C. McVay, "Dynamic Finite Element Analysis of Vessel-Pier-Soil Interaction During Barge Impact Events," 2003

BRENT WHITFIELD, P.E., ENV SP, F.ASCE
Director of Water Resources (Sustainability)



chen moore and associates

Brent is the Director of Water Resources for CMA. With 20 years of professional experience, Mr. Whitfield has worked for a variety of public sector clients at the City, County and State level. His experience includes tasks as varied as hydrologic and hydraulic modeling related to environmental and flood protection studies and detailed engineering design and construction oversight for roadway, water, sewer, and stormwater infrastructure. Brent has provided infrastructure solutions in various settings from residential neighborhoods to commercial airports. As a life-long resident of Florida, Brent has maintained a commitment to serving the community both professionally and personally serving as an appointed board member for a municipal advisory board with maintaining involvement in the ASCE, the FES and Leadership Florida.

Project Experience:

Flood Protection Level of Services (FPLOS) analysis for the C2, C3W, C4, C5, and C6 watersheds in central Miami-Dade County. SFWMD. On behalf of the District, CMA prepared a FPLOS analysis for the C2, C3W, C4, C5, and C6 watersheds in central Miami-Dade County. This effort involved developing a calibrated and validated hydrologic and hydraulic (H&H) model of the subject watersheds, while considering the interconnectivity of the canal network. Overall, the FPLOS analysis included five (5) separate tasks. Task 1 consisted of selecting a model and collecting data. Task 2 consisted of developing an integrated, groundwater-surfacewater modeling tool. Task 3 consisted of calibrating and validating the model for the roughly 200 square mile model domain. Task 4 consisted of simulating the design storm events for existing conditions and determining the FPLOS. Task 5 consisted of simulating future sea level rise conditions and determining the FPLOS. The primary tool used for analysis was the MIKE-SHE software which provides an integrated surfacewater-groundwater model of the region. This information was used by local governments, the SFWMD, and other state and federal agencies to identify areas where improvements to the design, construction and operation or upgrade of water management facilities were required. Due to the insightfulness of the results and the overall success of the FPLOS program CMA has presented the findings of this project at the following conferences: Greater Everglades Ecosystem Restoration Conference 2023; Florida Stormwater Association Annual Conference 2023; ASCE Florida Section Annual Conference 2023; AWRA National Conference 2023 (Raleigh, NC)

Homestead Watershed Management Plan. City of Homestead. The City's Public Works and Engineering Department is seeking to protect the health, safety, and welfare of the Citys residents and create saving on flood insurance premiums for policyholders by producing a Watershed Master Plan (WMP) for credit under Community Rating System (CRS) of the National Flood Insurance Program (NFIP). This effort is also expected to highlight opportunities to improve the resilience of the City's infrastructure. CMA were selected to prepare the WMP which consists of the following activities: (1) Evaluation of the watershed's runoff response from specific design storms under current and predicted future conditions; (2) Assessment of the impacts of sea level rise and climate change; (3) Identification of wetlands and other natural areas throughout the watershed; (4) Protection of natural channels; (5) Implementation of regulatory standards for new development such that peak flows and volumes are sufficiently controlled; (6) Specific mitigation recommendations to ensure that communities are resilient in the future; (7) A dedicated funding source to implement the mitigation strategies recommended by the plan.

Hire Date
02/13/2017

Years of Experience: 20

Years with other firms: 13

Education
Master of Science, Civil Engineering, University of Florida, 2003

Bachelor of Science, Civil Engineering, University of Florida, 2001

Registration
Professional Engineer, Florida, 65720, 2007

Professional Affiliations
ACEC

American Society of Civil Engineers

American Water Resources Association

Environment and Water Resources Institute

Florida Engineering Society

Florida Stormwater Association

Certifications
Statewide Airport Stormwater Study, FDOT Course No. AT-19-0003 FBEP Course No. 0006987

Florida Stormwater Association (FSA) Stormwater Operator Certification Level 2

Envision Sustainability Professional

Civic Organizations
Leadership Florida

Leadership Palm Beach County

Awards
ASCE Region 5 Engineer of the Year Award – 2019

THUHA NGUYEN, PE, PTOE, PTP

SENIOR ENGINEER



YEARS OF EXPERIENCE

- via planning, inc.: 10 years
- Total: 22 years

EDUCATION

- University of Florida, ME Transportation Engineering 2001
- University of Florida, BS Mechanical Engineering 1999

LICENSE/CERTIFICATION

- PE license (#74050),
- Professional Traffic Operations Engineer (PTOE) certification,
- Professional Transportation Planner (PTP) certification,

Ms. Thuha Nguyen, with over 20 years of experience, has participated in a variety of transportation engineering and planning projects that span transportation planning, traffic operations, safety analysis, travel demand modeling, multi-modal planning, and research.

RELEVANT EXPERIENCE AND QUALIFICATIONS

PROJECT MANAGEMENT: Thuha served as the Project Manager for the FDOT District 4 Districtwide General Planning Contract. This contract includes a team of a dozen sub consultants, and Thuha oversee projects relating to model application support, Development of Regional Impact (DRI) review, Geographic Information System (GIS) support, project traffic development, interchange report preparation and review, and quality/level of service (Q/LOS) assessment support. Thuha has reviewed numerous interchange proposals throughout the District.

DEVELOPMENT OF PROJECT TRAFFIC: Thuha has prepared dozens of design traffic studies, including those required for RRR projects, road widening, and roadway extensions. She follows the methodology recommended by the FDOT District Offices and has a thorough understanding of the procedure as well as the challenges of applying it to unique projects. Thuha has also assisted the FDOT District 4 PLEM Office with the review of over 50 other DTTMs performed all over the District.

TRAVEL DEMAND MODELING: Thuha is an active member of the FDOT District 4 Travel Demand Modeling task force, and she has conducted multiple travel demand modeling projects in South Florida. For example, she assisted the FDOT District 4 Planning Office and the RPC with the recent South Florida hurricane evacuation modeling project. She also prepared the 2030 Broward County model update for distribution. Her responsibilities related to the Broward County model update included examining the process for calculating free-flow speed from posted speed, verifying network coding, and investigating the transition from TransCAD to the Cube Voyager environment.

3. Current and Projected Workload of the Proposer (3.4)

Historically, describe the typical number of projects handled by the Proposer's key project managers at any given time.

Project managers typically manage approximately $300,000 in revenue per year. The number of projects will typically vary based on the size and requirements of each project. Project managers also have the ability internally to bring in assistant project managers to assist with larger project or provide parallel design services if the City's requires multiple large projects designed at the same time and coordinated.

Projected workload of project management activities as defined in the scope of services.

CMA makes the commitment that all key personnel on the project team will be dedicated as necessary to complete the Comprehensive Plan Review and Update of the City of Boynton Beach. All CMA project managers and staff realize that on time delivery is a key element in meeting our commitments to clients. Because of our resources and qualified personnel, CMA is able to overcome any unforeseen delays by assigning additional staff.

The proposed CMA Team is available to provide Comprehensive Plan services to the City, as we have done with other local governments such as the City of Lake Worth Beach, City of Westlake, City of Dania Beach, Village of North Palm Beach, and Village of Tequesta, among others. A CMA team member can regularly attend meetings at the municipality and work with City staff.

All of CMA proposed staff and resources are immediately available to start work on one or more of the elements or chapters of the City's Comprehensive Plan identified in your Request for Proposal. The majority of the work performed out of the West Palm Beach office consists of smaller task orders under continuing services; for that reason, the staff assigned to this contract do not have any large projects that will interfere with the work for the City.

To anticipate future workload, the managers at CMA conduct revenue projections each month. This allows management to review the available resources and staff and determine if any additions are required. The projections for the West Palm Beach office show that projects under this continuing service agreement could be completed with the employees currently on staff. It is the intention that the CMA staff members identified in the organizational chart will be dedicated for completing the City of Boynton Beach Comprehensive Plan Review and Update. No substitutions will be made unless they are approved by City staff.

Identify any subconsultant firms providing significant services that may be assigned more than five (5%) of the work.

Ms. Thuha Nguyen Lyew, P.E. from via planning will be providing experise in transportation planning as presented in the organizational chart and enclosed resume. This portion of the contract is 5%.

As requested by the subject RFP, the following table presents workload data for each key project team:

Project Team	Role	Current Project Work Listing and Remaining Labor Commitment	Historically, typical number of projects
Nilsa Zacarias, AICP	Principal Planner, Principal-in-Charge	On going services to: City of Westlake, City of Lake Worth Beach, Town of Mangonia Park, Village of North Palm Beach, City of Dania Beach **Time availability: 25%**	7 projects
Osniel Leon, AICP	Principal Planner, Project Manager	On going services to: City of Westlake, City of Town of Mangonia Park, City of Dania Beach, Village of Palm Springs **Time availability: 35%**	5 projects
Lance Lilly	Senior Planner	On going services to: City of Lake Worth Beach, Village of North Palm Beach, Town of Palm Beach, City of Delray Beach **Time availability: 30%**	4 projects
Sara Benbasat	Urban Designer	On going services to: City of Westlake, City of Lake Worth Beach, Village of Tequesta **Time availability: 30%**	3 projects
Matt Veneziano	GIS Planning, Associate Planner	On going services to: City of Lake Worth Beach, Town of Palm Beach, City of Delray Beach **Time availability: 30%**	3 projects
Santiago Cleves	GIS Planning, Associate Planner	On going services to: City of Westlake, Town of Mangonia Park, City of Dania Beach **Time availability: 30%**	3 projects
Suzanne Dombrowski, P.E,, ENV SP	Principal Engineer, Municipal Utilities Expertise	On-going services to: Palm Beach County. Seacoast Utility Authority, City of Westlake, City of Riviera Beach Utility District **Time availability: 20%**	64 projects
Brent Whirfield, PE. ENV SP, FASCE	Principal Engineer, Coastal Management and Resiliency Expertise	On-going services to: South Florida Water Management District, Palm Beach County, City of Lake Worth Beach, Palm Beach Int Airport **Time availability: 20%**	55 projects

Eric Harrison, PLA	Principal Landscape Architect	On-going services to: City of Delray Beach, Florida Atlantic University, Palm Beach County **Time availability: 15%**	123 projects
Benjamin Lehr, P.E. DBIA, LEED AP	Principal Traffic Engineer	On-going services to: Palm Beach Int Airport, FDOT-Turnpike, FDOT D2, FDOT D4, Boca Raton Aviation Authority **Time availability: 15%**	45 projects
Brian Voelker, MS, SPWS, CA, CLI	Senior Environmental Scientist	On-going services to: City of Lake Worth Beach, City of Westlake, City of West Palm Beach, Seacoast Utility Authority **Time availability: 15%**	94 projects



Subconsultant Key Staff

State of Florida
Department of State

I certify from the records of this office that VIA PLANNING, INC. is a corporation organized under the laws of the State of Florida, filed on April 21, 2014, effective April 20, 2014.

The document number of this corporation is P14000035650.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 4, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2024

Secretary of State

Tracking Number: 5099906604CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida

Woman & Minority Business Certification

via planning, inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/06/2023 to 09/06/2025

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

FDOT · Tampa International Airport · GREATER ORLANDO AVIATION AUTHORITY · MIAMI-DADE COUNTY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

VIA PLANNING INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:
541690, 541330

September 30, 2014

VICTORIA V. SMITH, DBE Certification Manager - Florida Department of Transportation

JACKSONVILLE TRANSPORTATION AUTHORITY · BROWARD COUNTY FLORIDA · CITY OF TALLAHASSEE · LEE COUNTY PORT AUTHORITY · Votran

Awards

CMA is very proud of the awards and acknowledgments that we have been bestowed. These have been based on both the projects and services we have performed and the work environment we have established, not only in each office, but also the company as a whole. The following awards highlight some our most recent recognitions.



2024 ASCE Younger Member Employer Recognition Award

CMA was awarded the 2024 Younger Member Employer Recognition Award by the American Society of Civil Engineers' (ASCE) Committee of Younger Members (CYM). This recognition is given to employers who support professionals early in their careers and encourage their involvement in ASCE activities.



2024 Zweig Group Best Firms to Work For Award & Hot Firm List

Ranked number 32 in the multi-discipline category and 16 for the 100-199 employees category. The award recognizes the top firms leading the way in creating a workplace that inspires, motivates and rewards employees. Ranked number 65 in the Hot Firms List. The list recognizes the 100 fastest-growing engineering, architecture, planning and environmental consulting firms in the U.S. and Canada.



2024 Sun Sentinel South Florida Top Workplace

The awards recognize companies deemed by their employees to be the Top Workplace in South Florida. CMA ranked 38th in the small employer group.



2024 Jacksonville Business Journal Top Engineering Firms List

Ranked number 18. The list includes 42 engineering firms located in Duval, Clay, St. Johns, Nassau, Baker, Putnam and Flagler counties ranked in order by number of licensed engineers.



2024 ACEC-FL Honor Winner

CMA was awarded the 2024 Honor Winner in the Energy Category from The American Council of Engineering Companies of Florida (ACEC-FL) for the Dames Point Bridge Electrical and Lighting project for FDOT District 2 at the 2024 ACEC Florida Engineering Excellence Awards Banquet.



2024 South Florida Business Journal Top 25 Engineering Firms List

Ranked number 13. The list includes 25 engineering firms located in Miami-Dade, Broward, and Palm Beach counties ranked in order by number of licensed engineers.

2023 Best in Construction Award from Florida Transportation Builders' Association (FTBA)

CMA was awarded the Best in Construction Award, in the category Interstate Award, for our collaboration on the SR 93/I-75, from N. SR 47 to S. US 90, Milling & Resurfacing project in Columbia County, FDOT District 2 at the 2023 FTBA Convention Awards Breakfast. This project was completed with Anderson Columbia Co., Inc.

2023 Zweig Group Best Firms to Work For Award & Hot Firm List



Ranked number 30 in the multi-discipline category and 15 for the 100-199 employee's category. The award recognizes the top firms leading the way in creating a workplace that inspires, motivates and rewards employees. Ranked number 30 in the Hot Firms List. The list recognizes the 100 fastest-growing engineering, architecture, planning and environmental consulting firms in the U.S. and Canada. These are the firms that have outperformed the economy and competitors to become leaders in their chosen fields.

2023 Jacksonville Business Journal Top Engineering Firms List

Ranked number 18. The list includes 25 engineering firms located in Duval, Clay, St. Johns, Nassau, Baker, Putnam and Flagler counties ranked in order by number of licensed engineers.

2023 South Florida Business Journal Top 25 Engineering Firms List

Ranked number 12. The list includes 25 engineering firms located in Miami-Dade, Broward and Palm Beach counties ranked in order by number of licensed engineers.

2023 Best WEFTEC Program Abstract Award

CMA was awarded the 2023 Best WEFTEC Program Abstract Award for the Horizontal Directional Drilling of 7 miles of Large Diameter Force Main through Downtown Fort Lauderdale project.

2023 American Architecture Award

CMA was awarded the American Architecture Award for 2023 from the Chicago Athenaeum: Museum of Architecture and Design and the European Centre for Architecture Art Design and Urban Studies for the City of West Palm Beach Currie Park project.

2023 Sun Sentinel South Florida Top Workplace

The awards recognize companies deemed by their employees to be the Top Workplace in South Florida. CMA ranked 33rd in the small employer group

2023 Merit Award at the DBIA Florida Region Design Build Awards

CMA was awarded the 2023 Merit Award at the Design-Build Institute of America (DBIA) Florida Region Design Build Awards for the SFWMD Homestead Field Station project.

2023 ASLA Award of Excellence

CMA's Currie Park project received the 2023 Award of Excellence in the Planning and Analysis Category from the American Society of Landscape Architects.

2023 ASCE Miami-Dade Branch Project of the Year

CMA was awarded the 2023 ASCE Miami-Dade Branch Project of the Year (Category 2) for the Brightline Aventura Station.

2022 ASCE-FL Section Project of the Year

CMA was awarded the 2022 ASCE FL Section Project of the Year for the City of Fort Lauderdale Redundant Force Main project.

2022 ASCE Broward Branch Project of the Year

CMA was awarded the 2022 ASCE Broward Branch Project of the Year for the City of Fort Lauderdale Redundant Force Main project.

2022 Grand Award from ACEC-FL

CMA was awarded the 2022 Grand Award from ACEC-FL for the Fort Lauderdale Emergency Bypass 48" Force Main project.

2022 Zweig Group Best Firms to Work For Award & Hot Firm List

Ranked number 31 in the multi-discipline category and 16 for the 100-199 employees category. The award recognizes the top firms leading the way in creating a workplace that inspires, motivates and rewards employees. Ranked number 56 in the Hot Firms List. The list recognizes the 100 fastest-growing engineering, architecture, planning and environmental consulting firms in the U.S. and Canada.

2022 Sun Sentinel South Florida Top Workplace

The awards recognize companies deemed by their employees to be the Top Workplace in South Florida. CMA ranked 33rd in the small employer group

2022 ASCE Miami-Dade Branch Project of the Year

CMA received the 2022 ASCE Miami-Dade Branch Project of the Year Award for the North Miami Beach NE 183rd Street Bicycle Lanes and Water Main Improvements project.

2022 Jacksonville Business Journal Largest Engineering Firms List

Ranked number 14. The list includes 32 engineering firms located in Duval, Clay, St. Johns, Nassau, Baker, Putnam and Flagler counties ranked in order by number of licensed engineers.

2022 South Florida Business Journal Top 25 Engineering Firms List

Ranked number 15. The list includes 25 engineering firms located in Miami-Dade, Broward and Palm Beach counties ranked in order by number of licensed engineers.

2022 Coral Springs Coconut Creek Regional Chamber of Commerce Workforce Development Award

CMA received the 2022 Coral Springs Coconut Creek Regional Chamber of Commerce Workforce Development Award

2021 Zweig Group Best Firms to Work For Award & Hot Firm List

Ranked number 38 in the multi-discipline category and 17 for the 50-100 employees category. The award recognizes the top firms leading the way in creating a workplace that inspires, motivates and rewards employees. Ranked number 83 in the Hot Firms List. The list recognizes the 100 fastest-growing engineering, architecture, planning and environmental consulting firms in the U.S. and Canada.

2021 Sun Sentinel "South Florida Top Workplace"

The awards recognize companies deemed by their employees to be the Top Workplace in South Florida. CMA ranked 17th in the small employer group

2021 South Florida Business Journal Best of Places to Work South Florida

The awards recognize companies deemed by their employees to be the Best Places to Work in South Florida. CMA ranked 9th in the medium-sized business category

2021 South Florida Business Journal Top 25 Engineering Firms List

Ranked number 17. The list includes 25 engineering firms located in Miami-Dade, Broward and Palm Beach counties ranked in order by number of licensed engineers.

ACEC Excellence Honor Award

CMA was part of the team awarded the Excellence Honor Award from the American Council of Engineering Companies (ACEC) for the FLL North Runway Pavement Rehabilitation project. CMA provided civil engineering and CEI services as a subconsultant.

American Sports Builders Association Award

CMA was awarded the American Sports Builders Association Award 2020 Distinguished Single Field Facility for Orange Bowl Field at Glades Pioneer Park project. CMA provided civil engineering and landscape architecture services.

2020 South Florida Business Journal Business of the Year

Ranked number one in the $3 million - $24 million category. The program honors companies that set the standard for growth, service, quality, innovation and execution of a superb business strategy.

2020 Zweig Group Best Firms to Work For Award & Hot Firm List

Ranked number 24 in the multi-discipline category. The award recognizes the top firms leading the way in creating a workplace that inspires, motivates and rewards employees. Ranked number 62 in the Hot Firms List. The list recognizes the 100 fastest-growing engineering, architecture, planning and environmental consulting firms in the U.S. and Canada.

2020 Sun Sentinel South Florida Top Workplace

The awards recognize companies deemed by their employees to be the Top Workplace in South Florida. CMA ranked 15th in the small employer group

2020 South Florida Business Journal Best of Places to Work South Florida

The awards recognize companies deemed by their employees to be the Best Places to Work in South Florida. CMA ranked 8th in the medium-sized business category.

25PLDEV-011R - COMPREHENSIVE PLAN REVIEW PROFESSIONAL SERVICES (CONSULTANT)

Opening Date: December 4, 2024 1:00 PM

Closing Date: January 27, 2025 3:00 PM

Vendor Details

Company Name:	Kimley-Horn and Associates, Inc.
Address:	1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411
Contact:	Erin Athas
Email:	florida.marketing@kimley-horn.com
Phone:	321-754-0910
Fax:	561-863-8175
HST#:	56-0885615

Submission Details

Created On:	Tuesday December 10, 2024 16:48:41
Submitted On:	Monday January 27, 2025 11:36:40
Submitted By:	Erin Athas
Email:	florida.marketing@kimley-horn.com
Transaction #:	dead637a-5a04-4679-bdaf-64755dfcaf8b
Submitter's IP Address:	50.172.96.50

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY**" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

PRICE PROPOSAL FORM

The undersigned agrees to provide professional planning firm or other qualified entity to review, evaluate, and amend the City's Comprehensive Plan as called for by the Scope of Services and Proposal Documents and Agreement in the manner prescribed therein and to the standards of quality and performance established by the City for the unit price stated in the spaces herein provided.

The Grand Total will be evaluated following the pricing formula outlined in Section IV – EVALUATION OF PROPOSALS.

Tasks	Total *	Grand Total
Task 1: Review and analyze the existing Comprehensive Plan and relevant documents	$8,000.0000	$ 8,000.00
Task 2: Background Data, Inventory and Analysis	$20,000.0000	$ 20,000.00
Task 3: Public Outreach and Participation	$45,000.0000	$ 45,000.00
Task 4: Summary and Recommendations	$12,000.0000	$ 12,000.00
Task 5: Update Data and Analysis	$30,000.0000	$ 30,000.00
Task 6: Goal, Objective, and Policy updates	$40,000.0000	$ 40,000.00
Task 7: Adoption and Transmittal	$30,000.0000	$ 30,000.00
Task 8: Provide a timeline schedule to complete the Comprehensive Plan amendment	$8,000.0000	$ 8,000.00
	Subtotal:	$ 193,000.00

A LA CARTE - OPTIONAL SERVICES EXTRA SERVICES

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all inclusive" to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

Any extra hourly professional services provided by Consultant that may be used on an as-needed basis.

☐ We will not be submitting for A LA CARTE - OPTIONAL SERVICES EXTRA SERVICES

Line Item	Title of Services	Hourly Rates	Comments
1	Analyst	$165.0000	Min - 135 Max - 165
2	Professional	$235.0000	Min - 200 Max - 235
3	Senior Professional	$325.0000	Min - 250 Max - 325
4			
5			

Summary Table

Bid Form	Amount
PRICE PROPOSAL FORM	$ 193,000.00
Subtotal Contract Amount:	$ 193,000.00

Bid Questions

Please confirm the minimum qualification's.

MINIMUM QUALIFICATIONS OF PROPOSER
Qualifications will only be considered from firms engaged in providing services as described in this RFP and who can provide evidence that they have established a satisfactory performance record in meeting the qualification requirements established in the RFP. Emphasis should be placed on the qualifications and experience of key personnel who will be directly involved in the work. Any sub-consultants proposed for collaboration shall be identified.
The responder should submit the following information with a statement of qualifications. This information, along with any other data that the City considers will be used in determining if the responder is qualified to provide the specified service and work.
1. Firm must have at least ten (10) years of considerable and successful relevant experience.
2. Firm must possess an AICP certification.

Does your firm have these minimum qualifications?	1.Firm must have at least ten (10) years of considerable and successful relevant experience. Founded in 1967 by transportation planners and traffic engineers, Kimley-Horn has been serving municipal clients in the broader planning realm since its inception. Our flagship Florida office in West Palm Beach opened the following year, offering the same services and commitment to client success. Over the decades, our planning services have expanded to include: • Visioning and Placemaking • Comprehensive Plans • Form-Based Code and Land Development Regulation Updates • Land Use and Zoning Support • Entitlements • Neighborhood and Special Area Plans • Multimodal Transportation Plans • Community Redevelopment Area Master Plans • Geographical Information Systems (GIS) Analysis and Mapping • Historic Preservation and Cultural Resources • Parks and Recreation Plans • Sustainability and Resilience Services • Emergency Management and Post-Disaster Recovery • Alternative Funding Strategies Your project manager, Ali Palmer, has been leading comprehensive planning initiatives for over 20 years in Florida. Additionally, our QC/QA Manager Kelley Klepper and Client Service Manager/Local Liaison Adam Kerr, have 54 years of combined experience. 2. Firm must possess an AICP certification. Kimley-Horn, as a firm, does not possess an AICP certification; however, multiple members of our proposed team hold an AICP certification.

Qualifications and Experience/Ability of Professional Personnel

Describe the experience and qualifications of all key Proposer and Sub-consultants. Summarize the quality of the firm's support personnel and continuity of staff. Describe the ability to perform additional services and provide technical support throughout engagement. Explain the ability to meet set standards. Provide evidence of a capable and well-organized engagement team and management plan.

Description	Response *
Describe the experience and qualifications of all key Proposer and Sub-Proposer players.	Founded in 1967, Kimley-Horn has become one of the most respected and fastest growing full-service planning, landscape architecture, and engineering consultant firms in the United States. With over 130 offices and more than 8,000 employees nationwide—over 1,400 in Florida—Kimley-Horn can draw from a large pool of resources to meet the City of Boynton Beach's specific needs. Today, we are one of the largest multidisciplinary consulting firms in the United States, and in 2024, Engineering News-Record ranked Kimley-Horn 10th of the top 500 U.S. design firms. Our continued growth and stability throughout the past 57 years is the direct result of our commitment to integrity and our dedication to providing quality services to our clients. Kimley-Horn's longstanding record of technical achievements is enhanced by our reputation for effective project management and personal service. Across the state, 91% of our services are performed for repeat clients—a fact we believe demonstrates our ability to help our clients achieve their objectives. Ali Palmer - Project Manager/Primary Project Professional Ali has more than 20 years of planning experience in Florida, including a decade of experience serving the Florida Chapter of the American Planning Association, most recently elected as Vice President of Communication. Ali has served in public and private planning roles where she has worked on long range and current planning projects throughout Florida. She has wide-ranging experience working with local government agencies of all sizes, including cities and counties, large and small, urban and rural. Adam Kerr, PE - Client Service Manager/Local Liaison Adam Kerr is a transportation engineer with 22 years of experience in a variety of transportation planning and traffic engineering projects in South Florida. Adam's experience includes long-range transportation planning, comprehensive planning, preparation of major developments of regional impact (DRIs), FDOT action plan analyses, data collection coordination, and computer modeling. He has prepared traffic studies, signal warrant analyses, and traffic signal designs throughout Palm Beach County and South Florida. He is the vice president of the Palm Beach Planning Congress and a member of the Congress for the New Urbanism. Kelley Klepper, AICP - Quality Assurance/Quality Control Kelley has more than three decades of planning, development, and redevelopment experience in Florida and across the Southeast. Kelley has extensive experience working with local government agencies, master planning and plan implementation, and development/redevelopment projects. He specializes in land use and entitlements planning, development-related issues, public policy, parks and open space planning, comprehensive planning, budgeting, funding coordination, urban growth boundaries and management, urban design, and form-based codes. Kelley is experienced with coordinating and conducting public meetings and presentations, including public involvement plans and visioning.
Summarize the quality of the firm's support personnel and continuity of staff.	Part of exceptional client service - one of our core values - is being available to serve our clients when they need us. We typically think of extra effort as key to exceptional service, but shifting work is another way for us to deliver on this core value. Shifting, a concept unique to Kimley-Horn, has been a critical component of Kimley-Horn's one-profit center culture since we opened our doors in 1967. Shifting refers to Kimley-Horn's ability to use resources throughout the firm to work on client projects. Our clients benefit from shifting because they are able to receive the full strength and experience of our firm no matter where someone "sits." Separate Kimley-Horn teams never compete for a project. Instead, we combine staff from various locations to make the best team for the Client. Through shifting, we are able to select resources and talents that best meet our clients' needs. At times, this allows us to make commitments to clients that our competition cannot—because we are confident, we have resources, via shifts, to meet them. Project managers can feel empowered when making these commitments, knowing that the full firm is there for support.

Describe the ability to perform additional services and provide technical support throughout engagement.	Our Kimley-Horn planning team is backed with robust planning, transportation, engineering and multi-disciplinary support, all collaboratively working together to provide technical support throughout engagement. Kimley-Horn is committed to excellent client service in all facets presented and will pull out all the stops to ensure seamless project execution. Our comprehensive team is prepared to offer a full suite of planning services to the City of Boynton Beach, including additional (optional) services, some noted below. Unified Land Development Code Update Our team's core philosophy is based on staff's perspective, recognizing the challenges in the current code and processes, and therefore brings best planning practices to the staff and their community whether it is part of an initial code assessment and recommended strategies (amendments), focused code section updates (i.e., historic, signage, tree preservation, etc.) or a full code update. We know that one size does not fit all. Amending the code to implement the updates goals, objectives, and policies of the Comprehensive Plan will be crucial to the implementation of Vision. When working with our clients, we provide revisions to codes in the form of an adoptable ordinance that implement comprehensive plan policies. Our codes are tailor-made and based on location and implementable standards. To accomplish this, we always keep the following in mind: administrative capacity, balance, flexibility, and existing regulations. Each community we serve is unique and having a well-rounded knowledge helps ensure the plans we develop are easily implementable for the City. In Florida alone, we have provided zoning and land development codes to over 30 municipalities. Planning and Development Review Our team routinely serves as an extension of City staff to review applications and other applicant requests, as well as code interpretations. From the processing and review of planning and zoning requests like Development Order Review, Conditional Use Permits, Planned Unit Development or Variances, to the interpretation of the Land Development Regulations, our staff can achieve both short-term and long-term City planning and development goals. Economic Analyses and Benefit-Cost Analyses (BCAs) As an added benefit, Kimley-Horn offers a broad array of economic development services, including planning and strategy development, market analysis, fiscal impact analysis, and economic impact analysis. We regularly recommend policies and investments to improve economic competitiveness for communities. We have a successful track record of helping communities leverage existing economic anchors, regional demographics, and labor force attributes to target key industries. Through land assembly planning, we can help our clients determine the most appropriate site locations that offer both visibility and access to transportation and infrastructure. Our interdisciplinary team, which includes market and financial analysts, planners, and engineers, regularly supports capital project and infrastructure planning across Florida. Transportation Planning Kimley-Horn is renowned for our excellence in mobility planning, a practice area in which we have extensive experience both throughout Florida and nationwide. Our wide spectrum of experience includes public policy writing, corridor planning, level of service analyses, intelligent transportation system design and planning, congestion management, multimodal planning, feasibility studies, geographic information systems, systems management, environmental assessments, computer modeling, and public involvement.
Explain the ability to meet set standards.	The nature of a Professional Planning Services contract requires a consultant partner who understands the tailored desires and needs of the City and has the experience to provide services across a range of project types and scales. Kimley-Horn is able to provide excellent service and meet set standards because we prioritize efficient and effective project management, we understand the local and regional context, and we value partnership with our public partners. We are passionate about our work, which is shown in our commitment to our clients and communities. Our primary mission is to create great places where people can flourish. We will work with your planning staff, senior leadership, and community stakeholders to co-create places where people can be engaged and successful. We do this through planning, designing, and supporting neighborhoods, districts, buildings, and public spaces that are healthy, welcoming, sustainable, resilient, and innovative.
Provide evidence of a capable and well-organized engagement team and management plan.	Kimley-Horn has a shared understanding of the sensitivities involved when impacting a community and will collaboratively act as a trusted partner that understands the City of Boynton Beach's communication goals and will effectively manage and execute the public engagement and community outreach needs to support projects under this planning contract. Our team will develop comprehensive Public Engagement and Community Outreach Plans that will serve as the communication "blueprint," outlining the tools, techniques, tactics, and technology that will be implemented throughout the duration of each issued task, as well as, include a comprehensive stakeholder list. Each plan will consider area demographics and unique community characteristics so the most effective methods are used, that will not only resonate with the public, but produce valuable results. Formulating a strategic community outreach and public engagement approach, starting with careful assessment of the current issues and challenges and identification of key stakeholders, is also critical to a project's success. Shaleese Pitterson, in conjunction with our key team members, will be leading the public engagement efforts. Shaleese has 8 years of experience performing public engagement services for the Florida Department of Transportation (FDOT) and municipal clients. She has led efforts associated with preparing and executing virtual meetings and several virtual workshops. As our approach outlines, we will conduct a hybrid engagement plan, utilizing both in-person and virtual means. Our main goal is to encourage active participation, meet the City's constituents where they are and ensure they are heard. Our team has effectively organized and implemented engagement and management plans for numerous communities in Florida including the Cities of Hollywood, Oakland Park, Crestview, Jupiter Island and Ocala.

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

Letter of Interest

The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	January 27, 2025 Procurement Services 100 E. Ocean Avenue Boynton Beach, FL 33435 P.O. Box 310 RE: RFP# 25PLDEV-011R Comprehensive Plan Review Professional Services (Consultant) Dear Members of the Selection Committee: Nestled in the heart of Palm Beach County, the City of Boynton Beach is distinguished by its vibrant atmosphere, picturesque waterfront, family-oriented amenities, and old-Florida charm. To preserve and enhance these unique qualities, the City requires a partner with a deep understanding of its needs and aspirations. The Kimley-Horn team is made up of professionals who live and work in Boynton Beach or nearby in Palm Beach County. We are well positioned to support the City in achieving its planning and development goals. Selecting Kimley-Horn not only ensures the City access to these resources, but also provides these key benefits: Unparalleled Experience. We're not testing a process—we are tailoring it to a City with very specific needs. We have a proven history of innovative plans, with a deep understanding of local, regional, and federal regulations to ensure statutory compliance. Our experience in comprehensive planning, ordinance and zoning code drafting, transportation planning, and other niche planning services demonstrates our ability to deliver solutions tailored to your community. As a robust planning firm with more than 60 dedicated planning staff members in Florida alone, we have a history of delivering similar projects in communities of all shapes and sizes in Florida, including, Tampa, Orlando, St. Pete Beach, Maitland, Pinellas County, Venice, Sebastian and Daytona Beach. Key Partnerships. The City's local land use framework is unique, as is the infrastructure due to proximity to the coast and geographic location. Our team understands these intricacies having conducted work in the City and neighboring communities providing planning, engineering, and post-disaster redevelopment services. We have experience working closely with City staff across several departments and divisions. Additionally, our team members have deep rooted relationships with other partners in the City and region ranging from state agencies and departments, transit agencies, non-profits, landowners, and professional organizations. We are intimately familiar with these partners and have significant baseline information which will allow us to easily communicate to stakeholders throughout the process and ensure that the vision for this area is achieved in an actionable and meaningful way. Local Presence and Unique Understanding. We enjoy working with the City of Boynton Beach, and we appreciate the opportunity to strengthen partnerships established over the past years. Our diverse team has not only worked in the Boynton area but has tackled challenging projects within several other similar South Florida communities including Greenacres, Lantana, Palm Springs, Jupiter, Jupiter Island, Indian River Shores, Hollywood, Oakland Park and North Miami Beach. This experience allows us to apply lessons learned, hit the ground running, and save both time and money. We know the area and we are dedicated to creating a first-class plan for the future. Understanding Challenges and Opportunities. As the City looks to review, evaluate and amend its Comprehensive Plan, it is imperative that we address the pertinent challenges. Like any other coastal community, climate change mitigation and infrastructure resiliency are at top of mind. Resilience helps improve public safety, key public infrastructure, community housing stock, the municipal tax base, and community cohesion. Our team is helping many coastal communities prepare for disruptions through planning to identify vulnerabilities and develop strategies to become more resilient. Our team will assist the City in identifying opportunities for updates, present creative and flexible solutions, and craft new language that delivers a modern and sustainable interface to guide the community's growth into the future. Our Commitment to Client Service. Kimley-Horn has faithfully served the City of Boynton Beach on many projects. Over time, we have established a trusted relationship that is extremely important to us. This project is another opportunity for us to provide you with the quality and responsiveness that you have come to expect from Kimley-Horn. The qualifications herein underscore our ability and tenacity to effectively partner with the City. We sincerely appreciate your consideration of our team, and we look forward to providing your community with planning services that make the City of Boynton Beach an even greater place to live. Very truly yours, Kimley-Horn and Associates, Inc. Alessandria "Ali" Palmer — Community Planning Project Manager Chris Heggen, PE — Senior Vice President* *As Senior Vice President of the firm, Chris Heggen, PE, is legally authorized to bind the firm.

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses.

☑ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?			
Please select the appropriate response			
Do you possess a certification qualifying your business as a Minority Owned business?			
Issuing organization name			*
Date of Issuance			*

VENDOR DRUG FREE WORKPLACE

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

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Line Item	Description	Yes or No *
1	I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section.	◉ Yes ○ No

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.
The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Line Item	Description	Yes or No *
1	The Proposer hereby acknowledges and agrees.	◉ Yes ○ No

References

In order to be considered**, the Proposer must** list the minimum number of three (3) governmental agency references or similar contracts for which the Proposer has completed or is in progress within the past ten (10) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein. Please include the following information:

a. Name of Agency
b. Address
c. Contact Name, Email Address
d. Telephone Number

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton Beach as a reference.**

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will **email** or **call** each reference up to three (3) times. If there is no answer or response after the third attempt, the City may apply no points for that project experience.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *	Reference 4 - Completed or In Progress
Company Name	City of Hollywood, FL	City of Oakland Park, FL (Former)	Indian River Shores, FL	
Address	2600 Hollywood Boulevard, Hollywood, FL 33020-4807	3650 NE 12th Avenue, Oakland Park, FL, 33334	6001 Highway A1A, Indian River Shores, FL, 32963	
Contact Name	Anand Balram, MCIP, RPP, Planning Manager	Peter Schwarz, AICP, Director of Community and Economic Development (Former)	Jim Harpring, JD, Town Manager	
Phone	954.921.3471	954.258.1035	772.231.1771 x225	
Email	Abalram@hollywoodfl.org	Pete.schwarz@att.net	Jharpring@irshores.com	

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, write "Not-Applicable" or "NONE" across the form.

☑

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1					

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- 1. Non-Collusive Affidavit & Acknowledgement, Anti-Kickback Affidavit, Affidavit of Compliance with Foreign Entity Law, Affidavit of Compliance with Anti-Human Trafficking Laws - Document Upload 1 - Boynton Beach Comp Plan Rev.pdf - Monday January 27, 2025 11:13:26
- 2. Affidavit Pursuant to Florida Statute § 287.135 and E-Verify Affidavit. - Document Upload 2 - Boynton Beach Comp Plan Rev.pdf - Monday January 27, 2025 11:16:46
- 3. Provide copy of Florida Professional Registration Licenses - Document Upload 3 - Boynton Beach Comp Plan Rev.pdf - Monday January 27, 2025 11:16:59
- 4. Current Certificate of Insurance including Professional Liability Insurance at the levels identified on the Insurance Advisory Form as an attachment and Form W-9. - Document Upload 4 - Boynton Beach Comp Plan Rev.pdf - Monday January 27, 2025 11:17:08
- 5. Brief but Complete History of Company. - Document Upload 5 - Boynton Beach Comp Plan Rev.pdf - Monday January 27, 2025 11:17:16
- 6. Narrative Document describing the Firm and provide a statement of the Firm's qualifications for performing requested consulting and planning services and approach to RFP. - Document Upload 6 - Boynton Beach Comp Plan Rev.pdf - Monday January 27, 2025 11:17:25
- 7. Organizational Chart and Narrative Document to include resumes of key personnel who will be assigned to the City of Boynton Beach - Document Upload 7 - Boynton Beach Comp Plan Rev.pdf - Monday January 27, 2025 11:17:36
- 8. Narrative of Current and Projected Workload. - Document Upload 8 - Boynton Beach Comp Plan Rev.pdf - Monday January 27, 2025 11:17:48
- 9. Documentation to support MBE / WBE / DBE / SBE Certification. - Document Upload 9 - Boynton Beach Comp Plan Rev.pdf - Monday January 27, 2025 11:17:55
- 10. Optional - Submit any supplemental information you feel is relevant to the evaluation of your company's qualifications. (optional)
- Additional Document (optional)

Addenda & Declarations

BACKGROUND

The City of Boynton Beach's Planning and Development Department is seeking the services of a professional planning firm or other qualified entity to review, evaluate, and amend the City's Comprehensive Plan. The City conducted its last evaluation and appraisal of the Comprehensive plan in 2020 and adopted the Private Property Right element in 2023.

The new comprehensive plan and its nine (9) elements (Future Land Use, Transportation, Utilities, Housing, Recreation and Open Space, Transportation, Coastal Management, Intergovernmental Coordination, and Capital Improvement) should highlight the positive aspects of the City, the current challenges that it faces, and the various opportunities moving forward. Emphasis on the redevelopment and mixed-use development throughout the City, updates and preservation effort on the City's environmental sensitive lands, climate change resilience plan, improvements of the transportation system, and rapid growth and change in the community is expected. The final comprehensive plan should present a clear and unified vision for the future of the City.

The City of Boynton Beach it's looking for a consultant to provide the following:

A. Conduct a full review of the City's Comprehensive Plan, including data and analysis, and Goals, Objectives and Policies (GOPs) of all elements.
B. Create and implement a public engagement strategy to develop a clear vision for the future of the City's development.
C. Update data and analysis within nine (9) elements.
D. Review and update nine (9) elements of the City's Comprehensive plan including removing outdated details, maps, and wordiness.
E. Ensure that all elements comply with Florida Statues including the required 10-year minimum period.
F. Restructure all elements to create a more streamlined, reader-friendly comprehensive plan while ensuring that all elements are updated.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Chris Heggen, PE, Senior Vice President, Kimley-Horn and Associates, Inc.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
PLD25-001R - Comprehensive Plan - Addendum 5 Wed January 8 2025 03:20 PM	☑	–
Comprehensive Plan - Addendum No. 4 Thu January 2 2025 03:09 PM	☑	1
COMPREHENSIVE PLAN - Addendum 3 Mon December 23 2024 11:58 AM	☑	1
Comprehensive Plan - Addendum 2 - Final Mon December 23 2024 11:26 AM	☑	5
Comprehensive Plan - Addendum 1 Mon December 16 2024 05:21 PM	☑	2



RFP NO. 25PLDEV-011R

Comprehensive Plan Review Professional Services

PREPARED FOR

CITY OF BOYNTON BEACH

PREPARED BY

Kimley»Horn

Expect More. Experience Better.

LPFLTALL003823.2024

TAB 1

Forms

Proposer's Qualification Statement, Non-Collusive, Anti-Kickback, Foreign Entity, Human Trafficking

LPFLTALL003823.2024

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:

Name: Kimley-Horn and Associates, Inc.

Address: 2619 Centennial Boulevard, Suite 200

CITY, State, Zip: Tallahassee, FL 32308

Telephone No.: 850.553.3528

Fax No.: N/A

Email Address.: Ali.Palmer@kimley-horn.com

Check One	
Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:
   Kimley-Horn and Associates, Inc.

   The address of the principal place of business is:
   Principal Office: 2619 Centennial Boulevard, Suite 200, Tallahassee, FL 32308
   Corporate HQ: 421 Fayetteville Street, Suite 600, Raleigh, NC 27601

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: February 10, 1967
   b. State of Incorporation: North Carolina
   c. President's name: Steve Lefton, PLA, AICP
   d. Vice President's name: Tammy Flanagan, CPA, CGMA
   e. Secretary's name: Richard Cook, Esq.
   f. Treasurer's name: David McEntee, CPA
   g. Name and address of Resident Agent: CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324-4413

3. If Proposer is an individual or a partnership, answer the following:

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

57 years

Under what other former names has your organization operated?

None.

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

Certificate of Status (FL) #821359; ENG #696; LA #LA0001428; Survey/Mapping # LB696

Please see additional firm licenses, uploaded on Bids & Tenders, Section 6, Line Item "p. Submit current Florida Professional License(s), including evidence of possession of required licenses."

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [X] NO [ ]

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

Kimley-Horn has not failed to complete a project.

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Please refer to the experience provided in Tab 3, the Qualifications of Project Team (Key Team Members) and availability of Special Resources.

11. State the name of the individual who will have personal supervision of the work:

Ali Palmer

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

12. State the name and address of the attorney, if any, for the business of the Proposer:
Richard Cook, Esq., General Counsel
421 Fayetteville Street, Suite 600, Raleigh, NC 27601

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:
Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 800 Kimley-Horn employees, none of which own 2% or more of the outstanding shares.

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:
Please refer to the attached statement.

15. State the name of the Surety Company which will be providing the bond (if applicable), and the name and address of the agent:
N/A

16. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	10
	Total Work (a +b):	$100 million or greater

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

17. Bank References:

Bank **Address** **Telephone**

Wells Fargo	150 Fayetteville Street, Suite 600, PO Box 3008 Raleigh, NC 27601	919.881.6469
PNC	301 Fayetteville Street, 21st Floor Raleigh, NC 27601	919.788.7573

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Please see page following this form.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Please see page following this form.

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES [X] NO [ ]

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

N/A

22. What will be your turnaround time for written responses to City inquiries?

Please refer to the page following this form.

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

Kimley-Horn has never filed for bankruptcy.

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.

Please see page following this form.

25. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers, or predecessors' organization(s) were defendants.

Kimley-Horn has not been involved in any criminal legal proceedings or investigation.

26. Has the Proposer, its principals, officers, or predecessors' organization(s) been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details.

No.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) Senior Vice President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing document was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7th day of January, 2025 by Chris Heggen, PE, as Senior Vice President of Kimley-Horn and Associates, Inc. who is personally known to me or who has produced n/a as identification.

_____
Notary Public (Signature)

My Commission Expires: 12/16/2028

ANDREA ATKINS
MY COMMISSION EXPIRES 12-16-2028
NOTARY PUBLIC
COMM. # HH 610097
STATE OF FLORIDA

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:

NAME	ADDRESS	RELATIONSHIP
M Street Enterprise, LLC	100 New Jersey Avenue SE Suite 420 Washington, DC 20003	Subsidiary of Kimley-Horn
Kimley-Horn Puerto Rico, LLC	Millenium Park Plaza Suite 435, #15 Calle Guaynabo, PR 00968	Company shares resources through contractual arrangements
Kimley-Horn of Michigan, Inc.	1000 Town Center Suite 1900 Southfield, MI 48075	Subsidiary of Kimley-Horn
Kimley-Horn Engineering and Landscape Architecture of New York, P.C.	421 Fayetteville Street Suite 600 Raleigh, NC 27601	Subsidiary of Kimley-Horn
Kimley-Horn Technology Solutions, Inc.	421 Fayetteville Street Suite 600 Raleigh, NC 27601	Subsidiary of Kimley-Horn
Kimley-Horn of the Caribbean, Inc.	Burnham Court Bishop's Court Hill Upper Collymore Rock Saint Michael, Barbados	Subsidiary of Kimley-Horn

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Budget Control

Kimley-Horn uses a variety of budget controls to forecast project budgets, allocate labor hours, and track schedule progress against the remaining budget. These tools enable our project teams to evaluate projections of timeline and budget, and proactively make any necessary adjustments to the work plan. When evaluating project progress, project managers identify the percent completed for a task or overall project by looking at what remains to be accomplished, rather than how much effort has already been put forth.

One example of forward-looking budget control is Earned Value Management (EVM) which, based on several formulas, creates a projected forecast that displays whether a task order is projected to be under or over budget. Project managers can view real-time effort and hours dedicated to project tasks, including variances from the projected schedule and labor cost. These tools are readily available within Kimley-Horn developed proprietary software that prioritizes ease of use while accounting for all necessary details. By leveraging these tools that allow for both daily and milestone/summary evaluation, we're able to make proactive changes to stay within budget.

With regards to our invoicing process, the CostPoint Engineering Accounting system has been proven to precisely track fees against a work directive project. Each month, a preliminary invoice is generated and given to Kimley-Horn project managers for review. This draft invoice allows our project managers to ensure that the draft meets the client's specific invoicing requirements. Changes are then incorporated into the final invoice before submitting it to the client. Reviews built into our invoicing procedure help us confirm that fees remain consistent with contract requirements for each project we undertake. Throughout this contract, we will provide progress reports for each task order that include:

- A description of ongoing tasks and deliverables
- Progress and cost status (planned versus actual)
- Identification of issues and corresponding resolution strategies before they affect the schedule and budget
- Updates to the project's baseline schedule and schedule recovery plans
- Look-ahead calendar and tracking of action items
- User-friendly invoices describing the percentage completion of each task/deliverable/milestone along with an updated milestone payment schedule

Schedule Control

Kimley-Horn has a proven record of performing on time and within budget. Managing the right resources at the right time is key to our success. We emphasize project management using bi-monthly effort reports that give our project managers up-to-date staffing and expense information related to their projects. This information enables them to continuously monitor the status of project cost, cost control effectiveness, and schedule. In addition, Kimley-Horn often schedules bimonthly telephone progress meetings with our clients to communicate progress to date and the next steps to be taken.

Frequent communication and clear definition of the responsibilities of team members are critical elements in maintaining schedules. With that in mind, our project-specific work plan identifies critical project milestones and deliverable dates. We then will actively manage our team resources to meet the agreed-upon schedules and keep your project on track.

Kimley-Horn employs an intensive forecasting technique known as our Castaheads process to monitor our staff workload. This effort involves assessing our project milestones and staff loading on a weekly, monthly, and six-month basis, drilling down to the project team level. Individual staff member loading is assessed to the person level in the one-week and one-month time frames and the operating unit level in the six-month time frame. A database is used to track all project commitments/milestones and staff commitments firmwide. Using this intensive process, we can identify overloads and shortfalls many months in advance and develop strategies to overcome them. Having a clear picture of staff workload at all times, Kimley-Horn will be optimally positioned to meet the City's expectations on this contract.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Quality Control/Quality Assurance (QC/QA)

Quality is a keystone principle of Kimley-Horn. It is one of the key attributes enabling us to become one of the leading consulting firms in the country, and it is essential to our continuing success. Our priority on quality is rooted in the value we place on providing exceptional client service that emphasizes giving clients a quality experience, proactive communication, and delivering quality client deliverables.

Comprehensive Plan Review Professional Services

Kimley-Horn insists that each project has a carefully structured scope of services, a corresponding schedule, and an accurately developed budget. We simply don't begin an assignment until these three elements are in place and mutually agreed upon by Kimley-Horn and the client. Each project undertaken at Kimley-Horn has a quality review task built into it, with assigned QC/QA advisors. The QC advisor is not directly involved in the completion of the deliverables but will step in at key points during the project to provide a thorough critique of the work completed to date. These quality measures are implemented to ensure thorough reviews throughout your project effort.

Focus on Quality from Beginning to End

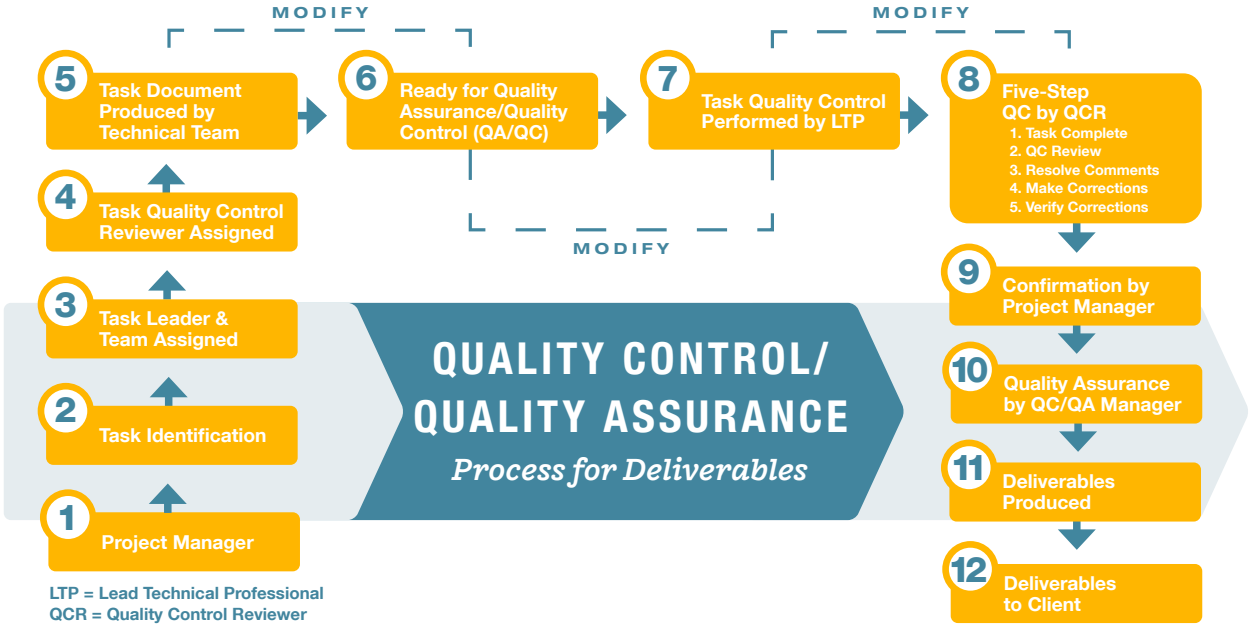
Kimley-Horn's standard QC/QA manual for planning projects includes identification of QC/QA advisors for each project. The QC/QA advisor is typically a senior staff member who is not directly involved in the production of the work deliverable. The QC/QA advisor will direct an independent review of the interim and final deliverables, be responsible for preparing documentation of the completion of the required reviews, and verify that revisions to documents arising from the quality reviews are implemented in the final deliverable.

Quality Control Communication

A finding, recommendation, or other outcome that is strategically correct and supported by complete and accurate technical analysis and data must also be easily understood by both technical and non-technical audiences. Not only will we make sure that what we produce for you is technically and strategically correct, but we also will ensure that our outcomes and deliverables are communicated clearly. We routinely involve technical writers, desktop publishers, data visualization specialists, renderers, and other professionals on our staff to ensure that your end deliverable is easy to interpret and understand, regardless of who uses the information.

Project Tracking and Oversight

Within our management information system (MIS), CostPoint, and companion project tracking tools, project manager Ali Palmer will have seamless access to all ongoing project performance information. We provide this information to our project managers so that they can effectively communicate with you on matters related to project status, progress, and assignment; firm and staff use and commitments; and progress on scope, schedule, and budget in a timely fashion.



LPFLTALL003823.2024

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

Yes, please see this below statement letter.

WELLS FARGO

January 16, 2024

Re: Kimley-Horn and Associates, Inc.

To Whom It May Concern:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") has been a satisfactory customer of Wells Fargo Bank, N.A. for over thirty-five years. The Bank has provided Kimley-Horn with deposit accounts, loans and other Bank services that have been handled in a satisfactory, responsible and professional manner.

Kimley-Horn maintains deposit balances that have averaged an eight figure value in the last twelve months.

Wells Fargo provides Kimley-Horn a committed line of credit of an eight figure value. The line of credit has no outstanding balance as of the date of this letter.

Wells Fargo and its affiliates provides Kimley-Horn investment management services on a fixed income portfolio that averages an eight figure value.

Wells Fargo is pleased with Kimley-Horn's banking relationship and hopes to provide banking services to the company in the future.

If you have any questions or would like additional information, please contact me at (919) 881-6469.

Sincerely,

Michael Pugsley
Relationship Manager
Triangle Eastern NC Middle Market Banking

Together we'll go far



LPFLTALL003823.2024

22. What will be your turnaround time for written responses to the City inquiries?

Turnaround time for any written response depends on the task and the level of research required for a response. We will strive to acknowledge all written requests on the same business day. We recognize responding to your needs is critical to the success of your projects. At all times, we will provide our services as expeditiously as possible with response times that we know will meet and exceed your expectations.

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proper or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. In the last five (5) years, Kimley-Horn has had more than 27,624 active projects in Florida, 32 of which had some form of litigation. Of these cases, 3 were dismissed, 21 were settled, and 8 are pending. This represents 0.1158% of all projects completed by Kimley-Horn in Florida over the past five years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Legal proceedings in Florida within the past five (5) years are as follows:

3315 Tower Condominium Association, Inc., v. Tower 3315, LLC, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2020-019825-CA-01; filed 2020; alleged economic loss; settled; closed 2021

Acosta Tractors, Inc. v Biltmore Construction Co, Inc, et al; In the Circuit Court of the 11th Judicial Circuit of Miami-Dade, Florida; Cause No 18-020135-CA-25; filed 2018; served 2022; alleged economic loss; pending

Enrique R. Antezana, et al. v Kimley-Horn and Associates, Inc.; Applied Technical Services, LLC; and City of Miramar; 17th Judicial Circuit for Broward County, Florida; Case No. CACE23012261; filed 2023; alleged property damage; pending

Kala Gurley, as Personal Representative of the Estate of Jerry Bell, Deceased v Marriott International, Inc., et al: 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA10855O; wrongful death claim; dismissed; closed 2019

Kathleen Conti v. Simon Property Group, Inc., et al: 15th Judicial Circuit Court Palm Beach County; Case No. 502017CA008616XXXXMB Division: AE; filed 2017; personal injury claim; settled; closed 2019

Angela Briguglio v Palm Avenue Hospitality Holdings LLC, et al; In the Circuit Court of the 12th Judicial Circuit of Sarasota County, Florida; Cause No 2022-CA-3952-NC; filed 2022; served 2022; alleged personal injury; settled; closed 2023

Vernon Brown v. Marriott International, Inc., et al: 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA007825O; filed 2019; personal injury claim; dismissed; closed 2019

Community Asphalt Corporation v. Wantman Group, Inc., et al; Florida Department of Transportation; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2018-029816-CA-01; filed 2018; alleged economic loss; settled; closed 2023

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Cone & Graham, Inc. v. Kimley-Horn and Associates, Inc.; In the Circuit Court of Broward County, Florida; Cause No. CACE-21-014631; filed 2021; alleged economic loss; settled; closed 2022

Kathleen Conti v. Simon Property Group, Inc., et al: 15th Judicial Circuit Court Palm Beach County; Case No. 502017CA008616XXXXMB Division: AE; filed 2017; personal injury claim; settled; closed 2019

Jennifer Curell v Florida Department of Transportation, et al; 19th Judicial Circuit in and for St. Lucie County, Florida; Cause No. 562022CA001297AXXXXHC; alleged personal injuries claimed; settled; closed 2024

Florida Silt and Sod, Inc. v. City of Plant City, et al: 13th Judicial Circuit Court, Hillsborough County, Florida; Case No. 22-CA-004094; filed 2022; alleged economic loss; settled; closed 2023

Irene Gomes v. Aldi, L.L.C., et al; In the Circuit Court of the 11th Circuit, Miami-Dade County, Florida; Cause No. 2020-009878-CA-01; filed 2020; served 2022; alleged personal injuries claimed; settled; closed 2022

Iconbrickell Master Association, Inc. v Complete Property Services, Inc., et al; 11th Judicial Circuit, Miami-Dade County, Florida; Case No. 2023-028981-CA-0121; filed 2023; served 2024; alleged property damage claimed; pending

Barbara Kline v. Simon Property, et al: 15th Judicial Circuit Court Palm Beach; Case No. 502019CA009926; filed 2019; served 2021; personal injury claim; settled; closed 2022

Grande Oaks at Heathrow Association v Kolter Signature Homes, et al; 18th Judicial Circuit Court, Seminole County; Case No. 2020-CA-003188; filed 2020; alleged economic loss; settled; closed 2023

Heron Bay Community Association, Inc. vs. WCI Communities, LLC, et al; 15th Judicial Circuit Court, Broward County; Case No.: CACE16003120; filed 2016; alleged economic loss; settled; closed 2020

Jennifer Lancaster v. VCC, LLC, et al; 15th Judicial District Court of Palm Beach County, Florida; Cause No. 502019CA011526; filed 2019; served 2020; alleged personal injuries claimed; settled; closed 2021

Adrian E. Langford v. Suffolk Construction Co., et al; 12th Judicial Circuit Court, Sarasota County, FL; Cause No. 582020CA005449XXXANC; filed 2020; served 2021; alleged personal injuries claimed; pending

Medline Industries, Inc. V. McShane Construction Company, LLC v. Ware Malcomb, Inc., et al.; 10th Judicial Circuit Court, Polk County, FL; Case # 2020-CA-0022790; filed 2020; alleged economic loss; settled; closed 2023

Lawrence Milder v. RT GeoSolutions Inc., et al; In the Circuit Court of the 17th Judicial District Court, in and for Broward County, Florida; Case No. 20-020512(25); filed 2020; served 2023; alleged personal injuries claimed; Kimley-Horn dismissed; closed 2023

Harris Mitchell v. Frank Anderson, et al; 15th Judicial Circuit Court, Palm Beach County, Florida; Case No. 50-2019-CA-006676; filed 2019, served 2020; alleged personal injuries claimed; settled; closed 2020

Morrison-Cobalt JV v. Kimley-Horn and Associates, Inc.; 11th Judicial Circuit in and for Miami-Dade County, Florida; Cause No. 2021-013239-CA-01; alleged economic loss; pending

Yolanda Peaslee v The City of West Palm Beach, et al; Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida; Cause No. 502021CA004964XXXXMB; personal injury claim; settled; closed 2023

Sherri Reed v. Town Center Boca Raton Trust, et al: 15th Judicial Circuit Court Palm Beach; Case No. 21CA005161; filed 2021; personal injury claim; settled; closed 2023

Christ Rose v. Wal-Mart Stores, Inc., et al; 17th Judicial Circuit Court, Broward County, FL; Cause No. CACE-18-027255; filed 2018; served 2020; alleged personal injuries claimed; settled; closed 2021

Sema Construction, Inc. v. City of Altamonte Springs; 18th Judicial Circuit Court, Seminole County; Case No. 2015-CA-002951-15-W; filed 2016; alleged economic loss; settled; closed 2024

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Esther Silberman v Town Center at Boca Raton, et al; 15th Judicial District Court of Palm Beach Co, Florida; Cause No. 50-2018-CA-009724-MB; filed 2018; served 2021; alleged personal injuries claimed; settled; closed 2021

Kevin Sona, et al v. Stone Creek Community Association, et al; Circuit Court of the Fifth Judicial Circuit, Marion County, FL; Case # 20CA0026; filed 2020; served 2021; alleged personal injuries claimed; settled; closed 2022

Donald Stroman, Jr. v FDOT, et al; Cause No. 2023-CA-007165-O; In the Ninth Judicial District Court of Orange County, Florida; filed 2023; alleged personal injuries claimed; pending

Terrazas Riverpark Village Condominium Association, Inc. v. Windmoor Project LLC, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2020-017647-CA-01; filed 2020; alleged economic loss; settled; closed 2021

Wal-Mart Stores East, LP, et al. v. Bandes Construction Company, Inc., et al; 15th Circuit Court, Palm Beach County; Case No. 2019CA005775; filed 2019; alleged economic loss; settled; closed 2019

Leticia Zavala, as Personal Representative of the Estate of Lorenzo Zavala, Deceased v Marriott International, Inc., et al: 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA9781O; wrongful death claim; dismissed; closed 2019

Royal Palm Polo Property Owners Association, Inc. v. Toll FL I, LLC, et al; In the Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida; Cause No. 50-2024-CA-006059XXXAMB; Filed 2024; alleged economic loss, pending

Julington Lakes Homeowners Association, Inc. v Toll FL XIII Limited Partnership, et al; In the Circuit Court of the 7th Judicial Circuit, St. Johns County, Florida; Filed 2024; alleged economic loss, pending

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NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Palm Beach)

Chris Heggen, PE, being first duly sworn, deposes and says that:

1) He/She is Senior Vice President (Title) of Kimley-Horn and Associates, Inc. (Name of Corporation or Integrator), the proposer that has submitted the attached BID:

2) He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, integrator or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID price or the BID price of other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
N/A	N/A
N/A	N/A

Witnesses:

Kohlman Fritz
Typed name:

Nissa Inzunza
Typed name:

BIDDER:

Signed:

Name: Chris Heggen, PE

Title: Senior Vice President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7th day of January, 2025, by Chris Heggen, PE, who is personally known to me or who has produced n/a as identification.

Subscribed and sworn to before me
This 7th day of January, 2025

Notary Public (Signature)

My Commission Expires: 12-16-2028

ANDREA ATKINS MY COMMISSION EXPIRES 12-16-2028 NOTARY PUBLIC COMM. # HH 610097 STATE OF FLORIDA

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: Chris Heggen, PE
NAME – SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7th day of January, 2025 by Chris Heggen, PE, who is personally known to me or who has produced n/a as identification.
Sworn and subscribed before me

this 7th January 2025

Printed Information:

Chris Heggen, PE
NAME

Senior Vice President
TITLE

NOTARY PUBLIC, State of Florida at Large

Kimley-Horn and Associates, Inc.
COMPANY

ANDREA ATKINS
MY COMMISSION EXPIRES 12-16-2028
NOTARY PUBLIC
COMM # HH 270097
STATE OF FLORIDA

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: January 7th, 2025

Signed: Chris Heggen

Entity: Kimley-Horn and Associates, Inc.

Name: Chris Heggen, PE

Title: Senior Vice President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7th day of January, 2025, by Chris Heggen, PE, as Senior Vice President for Kimley-Horn and Associates, Inc., who is personally known to me or who has produced n/a as identification.

Notary Public Signature: Andrea Atkins

State of Florida at Large (Seal)

Print Name: Andrea Atkins

My commission expires: 12.16.2028

ANDREA ATKINS
MY COMMISSION EXPIRES 12-16-2028
NOTARY PUBLIC
COMM. # HH 610097
STATE OF FLORIDA

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: January 7th, 2025

Signed: _____

Entity: Kimley-Horn and Associates, Inc.

Name: Chris Heggen, PE

Title: Senior Vice President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7th day of January, 2025, by Chris Heggen, PE, as Senior Vice President for Kimley-Horn and Associates, Inc., who is personally known to me or who has produced n/a as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: Andrea Atkins

My commission expires: 12.16.2028

ANDREA ATKINS
MY COMMISSION EXPIRES 12-16-2028
NOTARY PUBLIC
COMM. # HH 610097
STATE OF FLORIDA

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE



RFP NO. 25PLDEV-011R

Comprehensive Plan Review Professional Services

PREPARED FOR

CITY OF BOYNTON BEACH

PREPARED BY

Kimley»Horn

Expect More. Experience Better.

TAB 2

Forms cont.

Affidavit Pursuant to
Florida Statute, E-Verify

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

I, Chris Heggen, PE, Senior Vice President, on behalf of Kimley-Horn and Associates, Inc. certify

Print Name and Title Company Name

that Kimley-Horn and Associates, Inc. does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may

subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Kimley-Horn and Associates, Inc. — COMPANY NAME

SIGNATURE

Chris Heggen, PE — PRINT NAME

Senior Vice President — TITLE

January 7, 2025

DATE

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7th day of January, 2025, by Chris Heggen, PE, who is personally known to me or who has produced n/a as identification.

Subscribed and sworn to before me
This 7th day of January, 2025

Notary Public (Signature)

12/16/2028
My Commission Expires:

ANDREA ATKINS
MY COMMISSION EXPIRES 12-16-2028
NOTARY PUBLIC
COMM. # HH 610097
STATE OF FLORIDA

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: Comprehensive Plan Review Professional Services

Solicitation No.: 25PLDEV-011R

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Kimley-Horn and Associates, Inc.
Authorized Signature:
Print Name: Chris Heggen, PE
Title Senior Vice President
Date: January 7, 2025
Phone: 561.840.0248

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of January, 2025, by Chris Heggen, PE on behalf of Kimley-Horn and Associates, Inc.. He/she is personally known to me or has produced n/a as identification.

NOTARY PUBLIC
Andrea Atkins
(Name of Notary Typed, Printed or Stamped)

ANDREA ATKINS MY COMMISSION EXPIRES 12-16-2028 NOTARY PUBLIC COMM. # HH 610097 STATE OF FLORIDA

Title or Rank

HH 610097
Serial number, if any



RFP NO. 25PLDEV-011R

Comprehensive Plan Review Professional Services

PREPARED FOR

CITY OF BOYNTON BEACH

PREPARED BY

Kimley»Horn

Expect More. Experience Better.

LPELTALL003823.2024

TAB 3

Florida Professional Registration Licenses

Kimley-Horn

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
1920 WEKIVA WAY STE 200
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER BUSINESS	KIMLEY HORN AND ASSOCIATES INC	35106	B24.621146 07/11/2024	$236.25	B40127278

This document is valid only when receipted by the Tax Collector's Office.

KIMLEY HORN AND ASSOCIATES INC
KIMLEY HORN AND ASSOCIATES INC
421 FAYETTEVILLE ST STE 600
RALEIGH NC 27601-1777

2, 22

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200517698
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 3, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

This certificate has been renewed and we are currently waiting for the new document.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of April, 2024

Secretary of State

Tracking Number: 2703192226CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

LPFLTALL003823.2024

Comprehensive Plan Review Professional Services

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

9:12:14 AM 2/26/2024

Licensee Information

Name:	KIMLEY-HORN & ASSOCIATES, INC. (Primary Name)
Main Address:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Carolina 27601
County:	OUT OF STATE
License Mailing:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH NC 27601
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	696
Status:	Current
Licensure Date:	05/10/1977
Expires:	

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
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- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

1:25:10 PM 12/14/2023

Licensee Information

Name:	MINGONET, MILTON SCOTT (Primary Name) KIMLEY-HORN AND ASSOCIATES INC (DBA Name)
Main Address:	200 SOUTH ORANGE AVENUE SUITE 600 ORLANDO Florida 32801
County:	ORANGE

License Information

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA0001428
Status:	Current,Active
Licensure Date:	10/14/1991
Expires:	11/30/2025

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB696**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

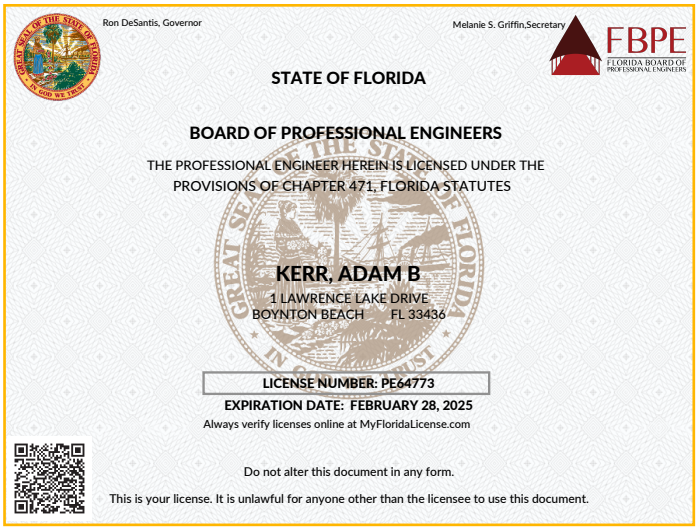
KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

LPFLTALL003823.2024

Comprehensive Plan Review Professional Services



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KERR, ADAM B
1 LAWRENCE LAKE DRIVE
BOYNTON BEACH FL 33436

LICENSE NUMBER: PE64773
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



AICP

This certificate hereby qualifies

Hadley Peterson

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

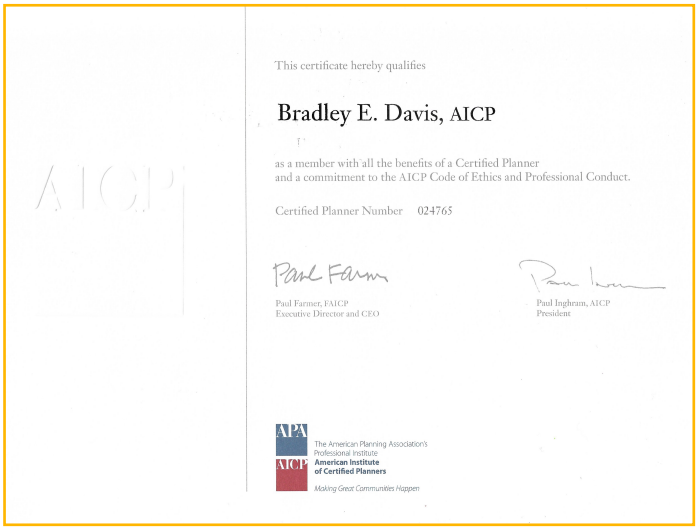
Certified Planner Number: 35325

Joel Albizo, FASAE, CAE
Chief Executive Director

Mitchell J. Silver, FAICP
President

AICP
American Institute of Certified Planners
Creating Great Communities for All

Verify: https://www.credly.com/go/e5p375iO



This certificate hereby qualifies

Bradley E. Davis, AICP

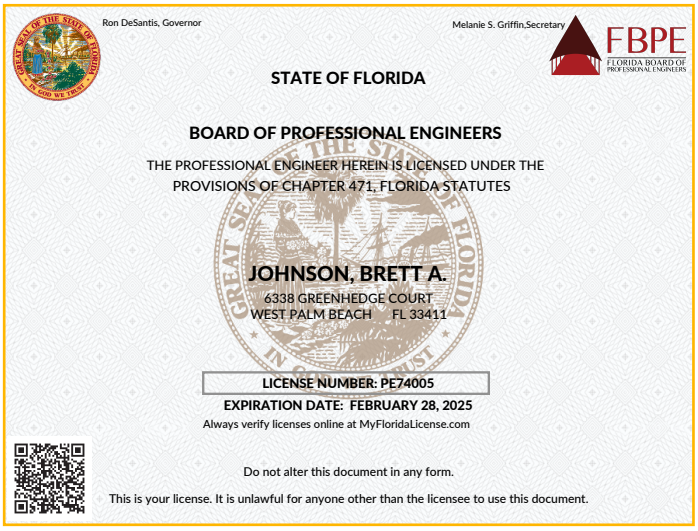
as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number 024765

Paul Farmer, FAICP
Executive Director and CEO

Paul Ingram, AICP
President

APA The American Planning Association's Professional Institute
AICP American Institute of Certified Planners
Making Great Communities Happen



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

JOHNSON, BRETT A.
6338 GREENHEDGE COURT
WEST PALM BEACH FL 33411

LICENSE NUMBER: PE74005
EXPIRATION DATE: FEBRUARY 28, 2025
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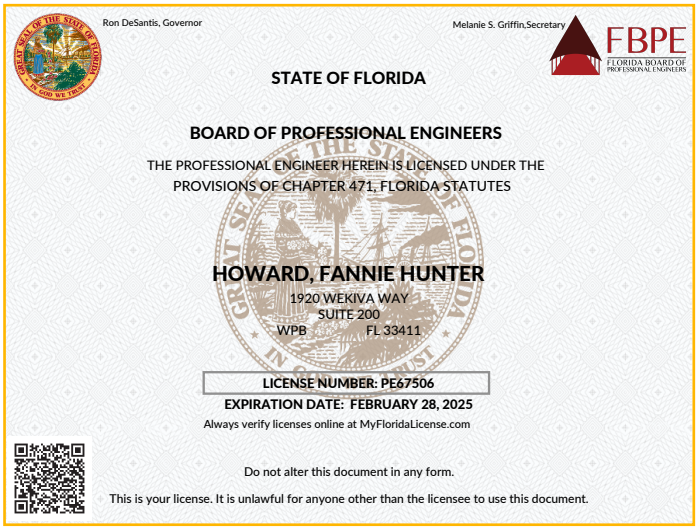

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HOWARD, FANNIE HUNTER
1920 WEKIVA WAY
SUITE 200
WPB FL 33411

LICENSE NUMBER: PE67506
EXPIRATION DATE: FEBRUARY 28, 2025
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The American Institute of Certified Planners

The Professional Institute of the American Planning Association

hereby qualifies

Jessica L. Sick

as a member with all the benefits of a Certified Planner and responsibility to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 021531

March 23, 2007

PRESIDENT

EXECUTIVE DIRECTOR

LPFLTALL003823.2024

Comprehensive Plan Review Professional Services

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HAIGH, JONATHAN DAVID
477 SOUTH ROSEMARY AVE
STE 215
WEST PALM BEACH FL 33401

LICENSE NUMBER: LA6666795
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/24/2023

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Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

RICHTER, TRICIA CHRISTINE
4341 FUSCHIA CIRCLE SOUTH
PALM BEACH GARDENS FL 33410

LICENSE NUMBER: LA6667244
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/29/2023

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Society of Wetland Scientists
Professional Certification Program, Inc

grants the designation

Professional Wetland Scientist

For

Victoria Bacheler, M.S.

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Program, Inc. and verified by the Society's Certification Review Panel on 3/25/2022. Professional Wetland Scientist number 3486. Due to recertify by 3/25/2027.

Gillian Davies, PWS
President

Robert D. Shannon, Ph.D., PWS
Review Panel Chair

Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name:	Victoria Bacheler	Permit Number:	GTA-22-00003
Permittee Address:	10160 175th Road North JUPITER, FLORIDA 33478 UNITED STATES	Effective Date: Expiration Date:	January 24, 2022 January 24, 2026

IS AUTHORIZED TO:

1. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
2. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature: _____ Date: _____

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Eric Seckinger Authorized for: Eric Sutton, Executive Director

Authorizing Signature: Eric Seckinger Date: 01/24/2022

Wildlife Diversity Conservation Section

This certificate hereby qualifies

Macy Fricke, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 31549

Joel Albizo, FASAE, CAE
Chief Executive Officer
American Planning Association

Deborah Lawlor, FAICP, PP
AICP President
American Institute of Certified Planners

AICP
American Institute of Certified Planners
Creating Great Communities for All

Ron DeSantis, Governor
Melanie S. Griffin,Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BROSMAN, MATTHEW PARKER
152 SW 59TH AVENUE
PLANTATION FL 33317

LICENSE NUMBER: PE85460
EXPIRATION DATE: FEBRUARY 28, 2025
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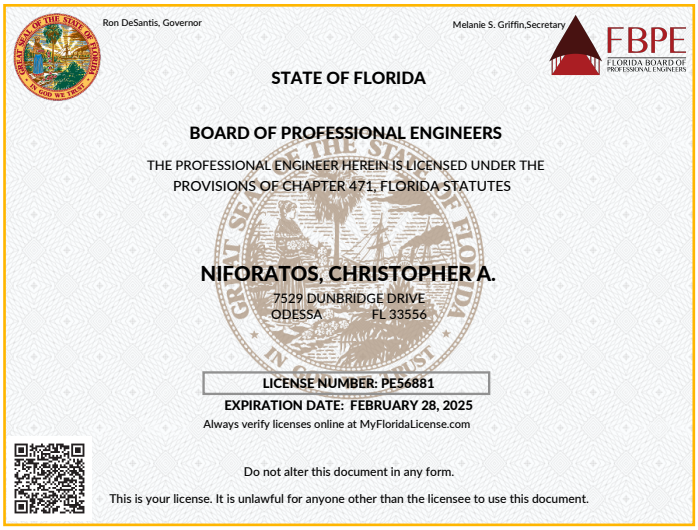
LPFLTALL003823.2024

Comprehensive Plan Review Professional Services



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NIFORATOS, CHRISTOPHER A.

7529 DUNBRIDGE DRIVE
ODESSA FL 33556

LICENSE NUMBER: PE56881

EXPIRATION DATE: FEBRUARY 28, 2025

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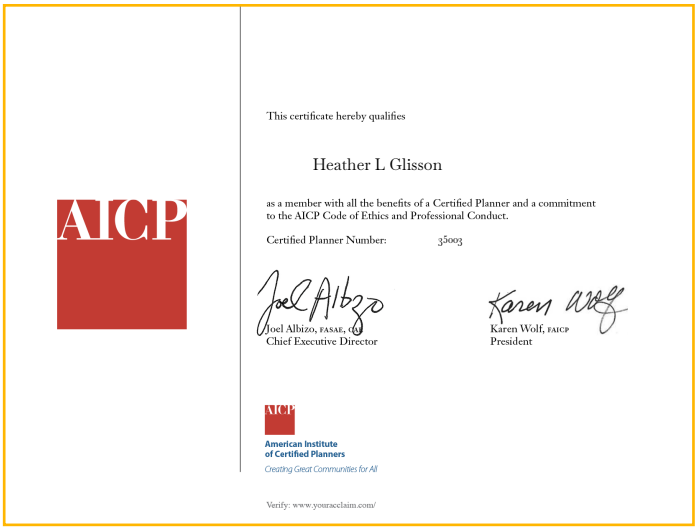

AICP

This certificate hereby qualifies

Heather L Glisson

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 35003

Joel Albizo, FASAE, CAE
Chief Executive Director

Karen Wolf, FAICP
President

American Institute of Certified Planners
Creating Great Communities for All

Verify: www.youracclaim.com/



AICP

This certificate hereby qualifies

Blair Knighting, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 31913

Joel Albizo, FASAE, CAE
Chief Executive Officer
American Planning Association

Deborah Lawlor, FAICP, PP
AICP President
American Institute of Certified Planners

American Institute of Certified Planners
Creating Great Communities for All



AICP

B. KELLEY KLEPPER

HAS QUALIFIED AS A

MEMBER

AMERICAN INSTITUTE OF CERTIFIED PLANNERS

JULY 1999

DATE OF MEMBERSHIP

PRESIDENT

EXECUTIVE DIRECTOR

LPFLTALL003823.2024



RFP NO. 25PLDEV-011R

Comprehensive Plan Review Professional Services

PREPARED FOR

CITY OF BOYNTON BEACH

PREPARED BY

Kimley»Horn

Expect More. Experience Better.

LPELTALL003823.2024

TAB 4

COI, W-9 Form

LPFLTALL003823.2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Jerry Noyola **PHONE (A/C, No, Ext):** 7702207699 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg / 19445 **INSURER B :** Allied World Assurance Co (U.S.) Inc. / 19489 **INSURER C :** New Hampshire Insurance Company / 23841 **INSURER D :** Lloyd's of London / 85202 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2080884375 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg Bachelor

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Kimley-Horn and Associates, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

421 Fayetteville Street, Suite 600

6 City, state, and ZIP code

Raleigh, NC 27601

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	6	–	0	8	8	5	6	1	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 12/10/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



RFP NO. 25PLDEV-011R

Comprehensive Plan Review Professional Services

PREPARED FOR

CITY OF BOYNTON BEACH

PREPARED BY

Kimley»Horn

Expect More. Experience Better.



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TAB 9

MBE/SBE/DBE Certification

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Certified Minority Business Entity

Kimley-Horn is not a small or minority-owned business enterprise (MBE). At Kimley-Horn, we consistently look for opportunities to partner with small and disadvantaged businesses in our contracts and through teaming agreements. We are committed to meeting or exceeding our clients' minority business participation goals. As our corporate policy, our firm actively seeks to encourage and promote the use of disadvantaged business enterprise (DBE), minority business enterprise, and woman-owned business enterprise (WBE) firms to support our business operations. We provide interested DBE, MBE, and WBE firms with the opportunity to serve as subconsultants on our teams, and we actively seek to increase our large database of qualified minority firms for use on future projects. Our aggressive DBE, MBE, and WBE utilization policy ensures that Kimley-Horn is consistently furthering the positive economic development momentum through the use of minority-owned businesses.

Over the past two decades, our aggressive W/MBE utilization policy ensures that Kimley-Horn is furthering the positive economic development momentum that the State of Florida advocates through its contractors' use of W/MBE businesses. These policies extend to our own employees and recruitment initiatives as well. Diversity and inclusion make us a better consulting firm by bringing broader perspectives and a greater understanding of our increasingly diverse client base. The STEM industry is becoming increasingly diverse, which means as industry leaders, we must be intentional about a sustained commitment to a diverse Kimley-Horn. Within our firm, this means creating a set of diversity standards that allow us to sustain an environment where all of our employees feel they are treated fairly and equitably and have an equal opportunity to flourish based on their contribution. Equally important is our commitment to partnering with minority firms to assist on projects, which is demonstrated by the fees allocated by Kimley-Horn to such firms.

From 2019 to 2024, we have paid small and disadvantaged firms more than **$430 million.** Kimley-Horn set a goal to contract at least $92 million in 2024 to minority-owned professional firms, consultants, or suppliers and achieved a total amount paid of **$123.2 million,** continuing the firm's pattern of increased involvement. We believe this speaks well of Kimley-Horn's efforts to involve minority business enterprises in our practice. Kimley-Horn will continue its long-standing practice of using minority business enterprises on current and future projects.

YEAR	TOTAL PAID	NO. OF DBE/MBE FIRMS USED
2024	$123.2 million	774
2023	$93.70 million	769
2022	$71.10 million	716
2021	$54.67 million	608
2020	$54.56 million	553
2019	$41.25 million	364

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TAB 8

Current and Projected Workload

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Provide quantitative data that clearly indicates the ability of the Proposer to devote the necessary time and resources to successfully complete the service and projects promptly. Current and projected workload data shall be provided for each key project member as follows:

i. Current project work listing and remaining labor commitments

ii. Historically, describe the typical number of projects handled by the Proposer's key project managers at any given time

iii. Projected workload of project management activities as defined in the scope of services

iv. Identify any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work

Current and Projected Workload of the Proposer

i. Current project work listing and remaining labor commitments

KEY PROJECT MEMBER	LOCATION	CURRENT PROJECT LIST	REMAINING COMMITMENTS	PROJECTED AVAILABILITY
Ali Palmer *Project Manager and Primary Project Professional*	Tallahassee, FL	Fort Walton Beach Design Guidelines	20%	**65%**
		Hollywood Comprehensive Plan	30%	
		Ocala Vision Plan	20%	
		Indian River Shores Comprehensive Plan	50%	
Adam Kerr, PE *Client Service Manager*	West Palm Beach, FL	Manatee County Comprehensive Plan Update	25%	**55%**
		Town of Palm Beach Post Mounted Signal Design	40%	
		Indian River County EAR & MPP Update	35%	
		Town of Palm Beach Mast Arm Traffic Signal	65%	

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KEY PROJECT MEMBER	LOCATION	CURRENT PROJECT LIST	REMAINING COMMITMENTS	PROJECTED AVAILABILITY
Kelley Klepper, AICP *Quality Control/ Quality Assurance*	Sarasota, FL	Manatee County Comprehensive Plan Update	25%	**40%**
		City of Maitland CDP Update	55%	
		City of Belle Glade Comprehensive Plan Update	10%	

Determining Workload

We are confident our proposed team members are available to serve you and are in an excellent position to handle the workload required for this contract. One of the ways Kimley-Horn tracks capacity and ensures the proper resources are dedicated to specific projects is using a proactive, proprietary management system known as "Castaheads." Castaheads detail every project's personnel needs and staff availability, and help ensure that the project team is committed to completing the various assignments. Internal production meetings are held weekly to enable staff, task managers, and project managers to stay up to date regarding current and projected workloads.

Castaheads track real-time effort to define specific staffing needs, helping us ensure that sufficient staff and hours are available to meet project schedules. Work overloads or shortages for specific personnel, individual offices, and disciplines are tabulated and addressed. Where possible, these imbalances are resolved through internal shifts of personnel between offices. The objective is to balance the workload in a manner that maximizes the use of production staff, while helping to ensure that all project requirements and client deadlines are met. This proactive internal system gives us an in-depth understanding of our capacity and both short- and long-term personnel commitments.

ii. Historically, describe the typical number of projects handled by the Proposer's key project managers at any given time

Historically, the number of projects handled by Kimley-Horn project managers at any given time varies according to their area of practice and the size of projects. Ali Palmer typically may manage up to 6 projects at a time depending on size, location, and scheduled milestones. By virtue of conducting regular project coordination meetings and utilizing key project staff to lead and oversee production of specific deliverables on a given project, Ali is able to manage multiple projects while maintaining the quality of work and proactively communicating with clients. She will devote the time required to effectively oversee and manage the City of Boynton Beach projects awarded under this contract.

iii. Projected workload of project management activities as defined in the scope of services

Kimley-Horn recognizes that both a strong project manager and experienced management team are necessary to successfully serve the City and exceed your expectations for each assignment. Our project manager, Ali Palmer, will direct each assignment that arises from this contract. She will have complete authority to allocate Kimley-Horn resources and will be fully accessible to the City of Boynton Beach.

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Our standard management practices require that project managers prepare a detailed work plan and management plan for each assignment. The work plan includes all project elements such as staffing, schedule, project requirements, and implementation strategies. Our approach to project management is characterized by the following philosophies and policies, which are ingrained in Kimley-Horn's culture:

- Our project management plan will promote efficiency, clarify communication protocols, and provide project direction
- Our project management plan will clearly identify the staffing requirements, schedule, budget, and plan for effective quality control and independent reviews, producing a result that exceeds expectations
- We will view the project from your perspective, examine issues in a strategic context, and provide you with tactical solutions

In short, Kimley-Horn has a team-oriented, results-driven management approach that is implemented by professionals who consistently deliver the results their clients expect. We have the depth of resources, local experience, and diversity of expertise to meet any transportation needs that arise under RFQ No. 25PLDEV-011R.

iv. Identify any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work

No subconsultant firms will be used on our project team for this pursuit.

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TAB 6

Narrative Describing the Firm, Firm Qualifications, Approach to RFQ

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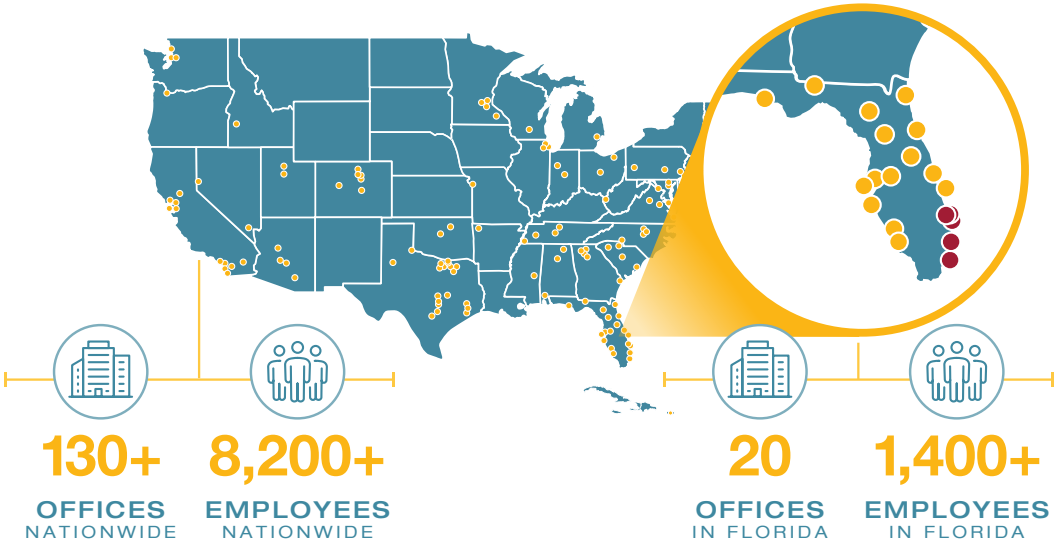
Narrative document describing the firm and provide a statement of the Firm's qualifications for performing requested consulting and planning services within South Florida and approach to RFP.

Kimley-Horn is a full-service, multidisciplinary consulting firm offering a broad range of planning, urban design, engineering, transportation and environmental services to clients. Over the years, we have grown from a small group of engineers and planners to one of the most respected consulting firms in the nation – and a recognized leader in public realm design. Today, Kimley-Horn has more than 8,200 employees in over 130 offices across the United States and Puerto Rico, offering a full range of consulting services to local, regional, national, and international clients.



130+ OFFICES NATIONWIDE

8,200+ EMPLOYEES NATIONWIDE

20 OFFICES IN FLORIDA

1,400+ EMPLOYEES IN FLORIDA

Our first Florida office opened in West Palm Beach in 1968

We have the size, diversity of talent, and proven history of producing innovative plans and award-winning designs. Our robust Planning team, supplemented by our in-house design professionals – including engineers, landscape architects, cultural resource professionals, urban designers, and GIS experts – ensures the delivery of comprehensive and sound plans. We take great pride in the strength of our resources, our integrity as a firm, and the character of our people. Throughout the firm's growth, we have remained true to our roots by focusing on local clients and providing the personalized, responsive service they deserve. **Kimley-Horn is a firm with many disciplines, but one goal – making our clients successful.**

Our team has served South Florida municipalities for decades, including the City of Boynton Beach. This region is not just business for us—it's home. South Florida is a haven for families, an ideal retirement destination, and home to vibrant coastal communities. However, South Florida faces significant challenges, including an intensifying climate, sea level rise, extreme weather events, water management, affordable housing, infrastructure, and environmental conservation. Through comprehensive planning services or multidisciplinary design consulting, Kimley-Horn is dedicated to addressing these issues:

Intensifying Climate and Sea Level Rise

Kimley-Horn designs resilient infrastructure and adaptive strategies to protect coastal communities from rising sea levels and increased flooding. This includes incorporating sea-level rise projections into land use planning and developing coastal defenses.

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Sustainability

Community and infrastructure resiliency are a focal point for planning in many cities. Resilience planning can have positive impact on public health and safety, key public infrastructure, community housing stock, the municipal tax base, and community cohesion. Preparing for disruptions through planning helps our communities identify vulnerabilities and develop strategies to become more resilient. By analyzing physical and social vulnerabilities, we can identify and develop resilience solutions for various plan components, whether that be developing strategies to provide social services for those who need it most or identifying strategies to protect vulnerable infrastructure against hazards.

Hurricanes and Extreme Weather

Our multidisciplinary teams implement emergency response plans, building codes, stormwater management systems, and evacuation routes to enhance community resilience.

Affordable Housing

Our team works on creating affordable housing solutions to ensure that all residents have access to safe and affordable living spaces. This includes inclusionary zoning, housing needs assessments, and partnerships with local governments and developers.

Infrastructure and Transportation

We plan and design modern, resilient infrastructure and transportation systems to support population growth and enhance connectivity. This involves comprehensive transportation planning, public transit improvements, and smart growth strategies.

Environmental Conservation

Our team protects South Florida's unique ecosystems through environmental and ecological studies, sustainable development practices, and conservation efforts. This includes habitat preservation, biodiversity conservation, and the implementation of green building standards.

Kimley-Horn is passionate about creating great places where people can thrive. In each community we serve, we strive to understand the values of that community and transform them into a vision that guides the planning process. With our extensive knowledge, history, and capacity, Kimley-Horn is equipped to assist South Florida communities—including Boynton Beach—with a wide range of planning services.

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Relevant Project Experience in South Florida

CITY OF OAKLAND PARK COMPREHENSIVE PLAN UPDATE

In 2019, the City hired Kimley-Horn to conduct their EAR, which laid the groundwork for updating the Comprehensive Plan. Following the EAR recommendations, Kimley-Horn was selected again to update the plan, which has now been successfully completed. The initial phase involved extensive research and analysis to assess current conditions within the City and gather supporting data for the next phase, which focuses on planning for Oakland Park's future. This phase included updating and preparing Goals, Objectives, and Policies to guide the City over the next 20 years.

The update process began with a robust public engagement plan, featuring five meetings with the public and city-identified stakeholders all occurring immediately after a COVID environment, and requiring a unique approach to virtual engagement. The next step was to collect new data reflecting the City's current demographics and land use. Kimley-Horn analyzed this data and provided recommendations for each element of the plan.

After engaging with stakeholders and analyzing the data, Kimley-Horn began drafting policies that reflect the City of Oakland Park today and for the next 20 years. Three new elements were added to the plan: Economic Development, Sustainability, Resiliency, and Property Rights.

LESSONS LEARNED

ADAPTABILITY IN PLANNING

Adding new elements such as Economic Development, Sustainability and Resiliency, and Property Rights to the Comprehensive Plan highlights the importance of adapting to emerging issues and priorities. This flexibility ensures that the plan remains relevant over time.

VALUE OF PUBLIC ENGAGEMENT

A robust public engagement plan, including multiple meetings with the public and stakeholders, ensures that community input is integrated into the planning process. This inclusivity helps in creating a plan that reflects the needs and aspirations of the community.





CITY OF HOLLYWOOD EAR AND COMPREHENSIVE PLAN UPDATE

Kimley-Horn is assisting the City of Hollywood with an Evaluation and Appraisal Report (EAR) and Comprehensive Plan Update. The last Comprehensive Plan update occurred in 2008—the new plan will guide visionary growth and development through 2050, addressing new trends and challenges, setting strategic goals in key areas, and ensuring compliance with evolving state laws. Our tasks have included visioning and project branding; data inventory and analysis; assessment of existing plans, studies, and policies; updates to the Comprehensive Plan including Goals, Objectives and Policies; creation of New Elements including Sustainability, Resiliency, Urban Design, Community Safety, and Economic Development; and inclusive public engagement and involvement. The project includes a robust public engagement strategy with four communitywide charettes, half a dozen focus group stakeholder meetings, and multiple virtual engagement surveys.

CITY OF NORTH MIAMI BEACH SUSTAINABILITY MASTER PLAN

Kimley-Horn is involved in an ongoing project with the City of North Miami Beach to produce a Sustainability Master Plan. The City seeks to create a long-term vision and strategy to become a more sustainable City. This effort comes as an extension of several previous endeavors in which the City is assessing its long-term vulnerabilities. The City is a coastal community which is experiencing direct impacts of climate change and is seeking to create a path today that secures a sustainable and resilient future.

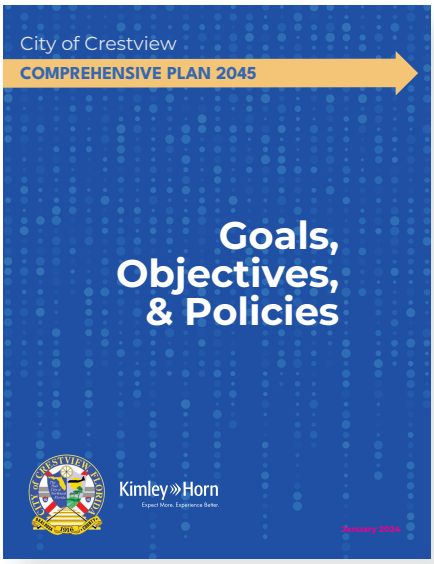
Policies related to sustainability and resiliency were grouped into themes to identify trends and deficiencies. The list of themes evolved over time, and now there are 7 central themes reflecting the concerns of North Miami Beach. Policies can be linked to multiple themes, as sustainability is multi-faceted. The sustainability themes are:

- Building and Site Development
- Conservation
- Disaster Preparedness
- Energy
- Public Utilities and Water
- Stormwater and Flooding
- Transportation

Kimley-Horn analyzed the goals, objectives, policies, recommendations, and action items to assess the strengths and weaknesses of the City Comprehensive Plan. They are also conducting a geospatial analysis of existing GIS features, layers, and data related to sustainability and resiliency, including maps from the North Miami Beach Vulnerability Assessment. These efforts will culminate in a final Sustainability Master Plan to guide the City's future planning.

CITY OF CRESTVIEW EAR AND COMPREHENSIVE PLAN UPDATE

Kimley-Horn is assisting the City of Crestview with updating their Comprehensive Plan. The initial phase of the project required extensive analysis of their current Comprehensive Plan and its amendments, as well as referencing Florida State Statutes to recommend policy updates. The next portion of the project expands on this research and data collection to cultivate detailed reports for each plan element that will provide supporting data for the development of Goals, Objectives, and Policies. These tasks are coupled with stakeholder engagement with City Council to ensure that community values are upheld, and consensus is reached.



Approach

Task 1: Review and Analyze (MONTHS 1 AND 2)

Every seven years the state of Florida requires that local governments conduct an Evaluation and Appraisal review (EAR) of their Comprehensive Plan pursuant to Florida Statute §163.3191. The City of Boynton Beach last conducted their EAR in 2020, requiring the next evaluation to begin by 2027.

Kimley-Horn will evaluate the City of Boynton Beach's Comprehensive Plan since the last evaluation in 2020, including all statutory changes in Chapter 163 between 2020 and 2025, to determine what goals, objectives, and policies will need to be amended to ensure compliance with the Florida Department of Commerce. During the evaluation we will note policies that may be out of date, duplicative or contradictory in nature, as well as whether a policy may be more impactful if relocated to the land development regulations.

Kimley-Horn will prepare a spreadsheet that includes an assessment of each goal, policy, and objective in the 2020 Comprehensive Plan. The spreadsheet will note if the policy is recommended to remain, be removed, or to be modified based on the findings of the statutory compliance analysis. If the policy is to be removed or modified the spreadsheet will include an explanation. The spreadsheet will also include new policies to be considered based on the analysis. Kimley-Horn will provide one (1) draft plan evaluation in a spreadsheet format for the City to review.

Task 2: Background Data, Inventory and Analysis (MONTHS 1 AND 2)

Kimley-Horn will collect data specific to the nine (9) elements of the comprehensive plan and assess changes since the City's last data inventory and analysis update. Kimley-Horn will rely on the information provided by the city, as well as local, regional and state agencies. Part of this task will include the preparation of a community profile summarizing statistics of the existing conditions in the city to be utilized throughout the planning process. The Kimley-Horn team will review and analyze the data and documents collected, including:

- City Plans and Studies including special area studies
- City's approved Strategic Plan 2024 - 2029 (Resolution 24-205)
- Neighboring jurisdiction comprehensive plans
- Palm Beach County Planning Documents
- Regional Planning Documents
- Transportation Plans, Studies and Data
- Resiliency, Preservation, and Coastal Studies and Plans
- Public Facility Data (utilities, infrastructure)
- Capital Improvement Plans
- Environmental and Coastal Resource Studies
- Demographic and Socioeconomic Data
- Emergency Services Data

LEADERSHIP INTERVIEWS

Kimley-Horn will participate in one-on-one "interviews" with Commissioners and directors to gain insight of their perspective and objectives for the Comprehensive Plan update. These meetings are most valuable if held in the beginning of phases of the project. One (1) professional from Kimley-Horn will participate in up to ten (10) one-hour interviews.

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Kimley-Horn will prepare one (1) set of interview questions to prompt discussion. The City shall provide the list of individuals to be interviewed, as well as the meeting venue and notification of the meeting. These meetings may be converted to virtual conference calls if preferred.

KEY PERSONNEL FOCUS GROUP

Kimley-Horn will facilitate one (1) focus group meeting for up to three (3) hours to share the EAR in draft form to gain candid input in a discussion format. The City shall provide the list of meeting attendees, as well as the meeting venue and notification of the meeting to attendees. These meetings may convert to virtual meetings if preferred.

Kimley-Horn will make one (1) revision to the EAR spreadsheet after the focus group meeting. The final EAR spreadsheet can be utilized as the attachment to the EAR letter to the Florida department of Commerce (FL Commerce).

CITY COMMISSION

Kimley-Horn will attend one (1) City Commission meeting and assist City staff in initial discussions with the Commission on the Comprehensive Plan update project and process.

Task 3: Public Outreach and Participation (MONTHS 3 AND 4)

Kimley-Horn recommends having a targeted outreach strategy to help solicit information that is most meaningful to the planning process, to understand gaps in the community as well as the strengths and assets. We recommend an equitable approach that gathers, processes, and responds to input from a representative cross-section of the community—not just the subsets of the community most likely to engage in a traditional outreach process. This approach engages residents including all who live in the city, business owners and operators, advocacy groups, interested parties, adjacent local governments, City Commissioners, and staff throughout the City. Above all, our approach to engagement yields actionable input on par with the technical analysis that will be required for the development of the Comprehensive Plan.

IN-PERSON ENGAGEMENT

We understand the importance of community-wide participation. Kimley-Horn will prepare for and facilitate Citywide Summits that can be topical or geographically-themed. These meetings will encourage interactive participation to envision the future of Boynton Beach and identify the City's assets and gaps in service. We hope to work closely with you to meet people where they are and leverage existing community connections and channels of communication. Outreach for these meetings will be done in Spanish and English with targeted invitations shared with underrepresented groups through existing channels of communication like local service providers, churches, and apartment complexes.

Summit on the Future

Kimley-Horn will support the facilitation of up to two (2) public workshops, also referred to as Citywide Summits, for gaining input into the community's vision for future development. These meetings will communicate the opportunities afforded by updating the City's Comprehensive Plan policies and the City's Future Land Use Plan, while providing a platform for residents and other stakeholders to share their vision for the future. Each summit will be held for two (2) hours in an open house format with interactive activity stations focusing on specific topics or themes agreed upon by the City and the Consultant. Stations may include a youth activity station, an urban design station, and visual preference station.

Each summit will be held in a different geographic location within the City limits to ensure the opportunity to provide input in-person is afforded to a diverse group of the City's constituents and stakeholders. These meetings will encourage interactive participation to envision the future of Boynton Beach and should identify the City's assets and gaps in service through mapping and visual preference activities. This task includes the time spent in the preparation of the presentation material including the meeting agenda, PowerPoint, exhibits including maps, visual preference, and information boards. The same exhibits will be utilized and reprinted for each of the three summits. Data will be collected from the exhibits at the conclusion of each event.

Targeted Focus Groups

Beyond these citywide meetings, we are also proposing up to two (2) focus groups that can be hosted for targeted audience groups or thematic goals depending on what is needed to supplement the input received at the citywide meetings. If desired, Kimley-Horn can create a youth engagement opportunity that could be facilitated at a local school or library. One-on-one interviews with long-time residents and business operators are another valuable way to supplement the engagement process.

Kimley-Horn will attend in-person and facilitate two (2), two-hour, focus group meetings throughout the life of the project. Kimley-Horn will prepare for each meeting by providing materials or by preparing a presentation that will be sent to the City in advance of the meeting.

VIRTUAL ENGAGEMENT



Kimley-Horn offers a wide variety of online tools that can be leveraged to maximize online participation and to ensure there is representation by anyone who would like to be involved. Kimley-Horn's own planning professionals created two online platforms— PublicCoordinate and KollabSpace. We also offer additional web-based participation services including ArcGIS Story Mapping, Survey 123, and Urban and Community Analyst. We will work closely with you to develop your goals for online engagement and participation to ensure we are using the right tools at the right time.

Online Surveys

Kimley-Horn will propose up to two (2) web-based participation surveys. The first survey will be a brief "pulse survey" and the second to be a mapping survey to communicate geographic information and collect geographic intelligence from the community. Kimley-Horn will develop a concept for overall look, organization of information, and functionality for the ArcGIS web-based surveys. The project surveys will be linked from the project landing page. The pulse survey will feature responsive functionality for tablets and mobile devices, and both surveys will be designed to match project branding.

Kimley-Horn will provide links to the first drafts of both surveys for staff to review and provide comment. One (1) round of comments will be addressed from the City for each survey before the survey websites become live and open to the public. Kimley-Horn will maintain the project surveys for the agreed upon timeframe pursuant to the project schedule and the data collected will be backed up nightly.

Project Website

Kimley-Horn will develop a concept for overall look, organization of information, and functionality for a project website. This includes the purchase of a domain name to be determined by City staff at the Kick-off Meeting. The site will be designed using a Content Management System (CMS) interface such as WordPress. It will feature responsive functionality (for tablets and mobile devices), incorporate social media links and/or content, and will be designed to match project branding. The process for developing the project website is assumed to be as follows:

1. Develop website framework that describes the flow and content of the website (using wireframes and/or sample visuals)
2. Review and finalize wireframes
3. Create draft website with a client weblink to review/approve the content/design
4. Address one set of consolidated comments from City staff
5. Launch public website
6. Coordinate with City IT staff to link to City's website
7. Consultant to host until final project deliverable is provided to City staff (final draft of the comprehensive plan).
8. Website to be updated with new information including communitywide meeting information and completed deliverables one time per month.

Task 4: Summary and Recommendations (MONTHS 5 AND 6)

ENGAGEMENT SUMMARY

Kimley-Horn will prepare a summary based on the input received during the public engagement events and activities that will include an analysis on how the input aligns with the findings of the plan evaluation and data collection tasks previously completed. The summary will also include the community's preferred strategies and focused visions for the City. We will submit one (1) draft of the summary to City staff for reviews and comments.

CITY COMMISSION

Kimley-Horn will prepare for and present at one (1) City Commission meeting once the summary is final, along with the recommendations moving forward.

Task 5: Update Data and Analysis (MONTHS 5 AND 6)

Kimley-Horn will update the Data Inventory and Analysis (DIA) documents as the technical analyses for each comprehensive plan element based on the data collected in Task 2, and the input received in Task 3. Demographic data including population projections for a 2050 planning horizon will be reviewed and incorporated into level of service analysis, including data for future annexation areas adjacent to the city boundary but that are unincorporated Palm Beach County today. This analysis will become the basis of the proposed amendments to the elements in the comprehensive plan document. Kimley-Horn will ensure all data related to resilience strategies, sea level rise, and the preservation and enhancement of the existing coastal zone, including the existing dune system, are evaluated in specific detail as part of this review.

Kimley-Horn will provide a draft of the updated DIA for City staff to review and provide comments. City staff shall collect comments from each reviewer and provide one consolidated set of comments to Kimley-Horn. Kimley-Horn will revise the DIA as applicable and provide one (1) final draft of the DIA to City staff.

MAP SERIES

The Future Land Use Map and Comprehensive Plan map series within the current Plan will be updated to reflect the current City boundary and any changes since the last Comprehensive Plan update in 2020, as provided by the City. Kimley-Horn will request GIS data sets from the City, or County. Parcel data with existing use and future land use will be required to update the series. The City shall provide all future land use changes by Ordinance since the most recent Comprehensive Plan update in a consolidated format, preferably in an Excel table. Kimley-Horn will revise the map series after one (1) round of consolidated comments and provide one (1) final draft to the City for their use.

Task 6: Goal, Objective, and Policy updates (MONTHS 7 AND 8)

Kimley-Horn understands that the City desires to have a modern, updated Comprehensive Plan that is both intuitive and user-friendly with measurable Goals, Objectives, and Policies that will address deficiencies, incorporate the City's future plan, and establishes a framework for the City through 2050. Kimley-Horn will draft recommended updates to the Comprehensive Plan's nine (9) elements, including all goals, objectives, and policies, based on the EAR, DIA and Engagement summary for the following elements:

- Future Land Use
- Transportation
- Utilities
- Housing
- Recreation and Open Space
- Transportation
- Coastal Management
- Intergovernmental Coordination
- Capital Improvement

Kimley-Horn will provide one (1) draft of each element for City staff to review and provide edits. City staff shall collect comments from each reviewer and provide one consolidated document to Kimley-Horn per element including all reviewer comments. Kimley-Horn will provide a revised second draft of each element to City staff to be utilized in the transmittal process.

Task 7: Adoption and Transmittal (MONTHS 9 – 12)

LOCAL PLANNING AGENCY

Once the second draft of the comprehensive plan has been provided to the City, Kimley-Horn shall present the updated 2050 Comprehensive Plan at one Local Planning Agency (LPA) advertised public hearing. Kimley-Horn will prepare a PowerPoint presentation summarizing the changes to the comprehensive plan. Any input received will be added to a transmittal memorandum to be presented to the City Commission.

CITY COMMISSION TRANSMITTAL

After LPA Kimley-Horn will present the 2050 Comprehensive Plan to the City Commission at one (1) advertised public hearing with a recommendation to transmit the plan to the Florida Department of Commerce. Kimley-Horn will transmit the updated Comprehensive Plan to the Florida Department of Commerce via their portal and to the required state and regional agencies by e-mail within 10 days of the City Commission meeting. Any input received will be added to the transmittal memorandum.

ADOPTION

Kimley-Horn shall update the 2050 Comprehensive Plan to incorporate comments received from Florida Commerce and other state and regional agencies as well as from the transmittal memorandum. Kimley-Horn will then present the 2050 Comprehensive Plan at one (1) City Commission advertised public hearing for adoption.

Kimley-Horn will provide the City with one (1) digital "camera ready" document of the 2050 Comprehensive Plan with print-ready graphics in an ADA-compliant format, usable on the City's website. All GIS maps and data (shapefiles) used to create the map series shall be provided to the City. Kimley-Horn shall send the 2050 comprehensive plan adopted by the City Commission to Florida Commerce within 30 days of its adoption.

Task 8: Project Management (CONTINUOUS)

PROJECT KICK OFF

Kimley-Horn project management team will attend one (1) "kick-off" meeting to set goals and expectations, review the scope and budget, establish communication protocols, identify the core project team and advisors from City staff, and to confirm the project schedule and timeline, to ensure that periodic working draft documents pertaining to the deliverables are provided as necessary.

We will also take this time to begin discussing the particulars of a tailored community engagement strategy for reaching out to and engaging the public at different stages of the planning process, which will commence in a community engagement plan, including a stakeholder database based on input from City staff and officials.

A meeting summary will be provided to the City after the project kick off meeting.

MONTHLY MEETINGS

Kimley-Horn will set up a date and time for monthly conference calls to review the project's progress and status and to revisit each of the agenda items from the project kick off. A professional from the Kimley-Horn project management team will attend the monthly conference calls. This session will allow us to ensure that key elements of the proposed deliverables are fully understood and agreed on before drafting begins.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-066- Approve the issuance of a Purchase Order to Stryker Medical ProCare Services, a Sole Source vendor and the original equipment manufacturer of Stryker Medical, for parts and equipment maintenance for four years, with an expenditure of $81,931.52, and authorize the Mayor to sign a vendor proposal.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-066.

Explanation of Request: Maintaining stretcher equipment is crucial to ensuring the safety and well-being of patients during transportation in medical settings. Regular maintenance helps prevent equipment failure, which can lead to delays or complications in patient care. Stretcher equipment, including its wheels, brakes, and adjustable features, must be kept in optimal condition to provide smooth and secure transport, reducing the risk of injury to patients and healthcare providers. Additionally, properly maintained stretchers contribute to the overall efficiency of medical teams, minimizing downtime and potential disruptions in emergency or routine care. Investing in consistent maintenance not only extends the lifespan of the equipment but also supports the highest standards of patient care and operational safety.

Stryker Medical ProCare Services is the sole provider of parts and equipment maintenance for Stryker Medical, which is used for emergency care products. Acquiring parts and administering repairs in a timely manner for stretchers and defibrillators is imperative for Emergency Medical Services. This increase will ensure the maintenance of the Fire Rescue's equipment and devices. As part of this maintenance purchase, the Fire Department has instituted a stretcher replacement program and will purchase one per year. The new stretcher will be added to this maintenance program.

This purchase is being made pursuant to the Sole Source Procurement Exemption outlined in Section X, Alternatives to Formal Sealed Bids, of the procurement policy. This section permits Sole Source Services and Purchases when it is determined that only one viable source is available. Such circumstances may include, but are not limited to, repairs or additions from the original equipment manufacturer, exclusive regional suppliers, franchised or licensed distributors, or proprietary items. The vendor has submitted the required documentation to the City, and the Procurement Division has affirmed that the documentation for this purchase meets the Sole Source Procurement Exemption criteria.

Staff had originally received a proposal of $21,413.92 for FY2024 for this service, with an expected 8% increase each subsequent year. Since this is a sole-source service, staff believes entering into a multiyear contract is in the City's best interest, as it will minimize the

time and effort required to prepare an agenda item for this sole-source service each year. After extensive negotiations with Stryker, the Procurement division with the Fire Department successfully secured a four-year agreement, which includes an additional 12% discount for the City or over $14,500 in savings. Payment will be divided, with 50% due after commission approval in the current fiscal year and the remaining 50% to be paid in March of 2026 for repair and maintenance services.

How will this affect city programs or services? Maintenance of emergency medical equipment will ensure the continuity of services by keeping essential medical equipment in good repair.

Budgeted Item: Yes

Account Line Item and Description: 001-2210-522-49-17 Contractual Services.

Fiscal Impact: This is a budgeted item.

Attachments:
R25-066 Agenda_Item_2736-2025_Stryker_Medical.docx
Stryker Sole Source Letter.pdf
Stryker Sole Source Forms.pdf
Boynton.pdf

RESOLUTION NO. R25-066

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PURCHASE ORDER TO STRYKER MEDICAL PROCARE SERVICES, A SOLE SOURCE VENDOR, TO PROVIDE PARTS AND EQUIPMENT MAINTENANCE FOR FOUR YEARS IN AN AMOUNT NOT TO EXCEED $81,931.52; AND FOR ALL OTHER PURPOSES.

WHEREAS, regular maintenance of stretcher equipment is crucial to ensuring the safety and well-being of both patients and healthcare providers during transportation in medical settings; and

WHEREAS, Stryker Medical ProCare Services is the sole provider of parts and equipment maintenance for Stryker Medical emergency care products used by the City's Fire Rescue department; and

WHEREAS, the City's Fire Department has instituted a stretcher replacement program and will be purchasing one stretcher per year to be added to the maintenance program; and

WHEREAS, this purchase is being made pursuant to the Sole Source Procurement Exemption outlined in Section X, Alternatives to Formal Sealed Bids, of the procurement policy, which permits sole source services and purchases when it is determined that only one viable source is available; and

WHEREAS, Stryker Medical ProCare Services has submitted the required documentation to the City, and the Procurement Division has affirmed that the documentation for this purchase meets the criteria for the Sole Source Procurement Exemption; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve a Purchase Order to Stryker Medical ProCare Services, to provide parts and equipment maintenance for four years in an amount not to exceed $81,931.52.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Purchase Order to Stryker Medical ProCare Services, to provide parts and equipment maintenance for four years in an amount not to exceed $81,931.52.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

stryker

ProCare Services
3800 E. Centre Ave.
Portage MI 49002 USA
1 800 STRYKER
stryker.com

To:	Whom it may concern
Subject:	Emergency Care parts and service
Date:	October 2024

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All service parts are either manufactured by Stryker or purchased from outside suppliers who are contracted by Stryker and must abide by thorough testing and controls. These parts are all new, tested and the only ones approved for use on Stryker products.

Stryker employs its own field service team (known as ProCare Services) to service its products. Each field service technician goes through rigorous training for each product and are governed through FDA approved processes and documentation requirements. ProCare Services only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Additionally, there are no 3rd party companies approved to provide service work. Stryker's Emergency Care products include, but are not limited to:

- Power-LOAD powered fastener system
- Power-PRO 2 powered ambulance cot
- Power-PRO XT powered ambulance cot
- Stair-PRO
- Xpedition
- LUCAS Chest Compression System (all versions)
- LIFEPAK 15, LIFEPAK 20e and LIFPEAK 35 monitor/defibrillator
- LIFEPAK 1000, LIFEPAK CR plus and LIFEPAK CR2 defibrillator

Stryker is governed and regulated by the Food and Drug Administration (FDA). Among many requirements, all tooling used in connection with servicing equipment must be calibrated and appropriately documented. This work is controlled by Stryker's home offices in Portage, MI, U.S. and Redmond, WA, U.S. Calibration and training records are available upon request.

Stryker's quality team reviews and documents service repairs. Every service event is tracked and trended to help ensure the highest level of product performance. Preventive maintenance (PM) and service history documentation is available upon request.

Please contact your local Stryker representative with questions.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LIFEPAK, LIFEPAK CR, LUCAS, Power-LOAD, Power-PRO, ProCare, Stair-PRO, Stryker, Xpedition. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Copyright © 2024 Stryker. EC-GSNPS-COMM-1364201_REV-0_en_us

Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Fire Rescue
Division	
Point of Contact	Chief Bruder
Phone Number	561-742-6326
Vendor	
Company Name	Stryker Medical
Address	21343 Network Place Chicago, IL 60673
Phone Number	
Point of Contact and Title	Jeff Cronin jeff.cronin@stryker.com
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	Striker is the only vendor that can work on their own stretchers utilizing any other vendor would void the warranty. See Sole Source Letter,
Product or Service	
Product/Service Name	Preventative maintenance on stretchers
Manufacturer	
Make/Model #	
Price	$21,413.92
Did you negotiate the terms or prices with the vendor? ☐ Yes ☒ No	
Why is this price considered to be fair and reasonable? A comparison was performed using the State of Florida Managed Services website to compare rates on what they have on file for consultants.	

Purchasing Division
Sole/Single Source Justification Form

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services or re-purchase for compatibility reasons) ☐ Yes ☒ No

Section B – Justification

This is a sole source because (choose any that apply):

☒ Sole provider of a licensed or patented good or service

☒ Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.

☐ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)

☐ Single Source of factory-authorized warranty service

☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).

☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide that are unavailable from other vendors? **Please be specific**

Preventative maintenance on stretchers

Attach documentation to substantiate this sole source claim, including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Department Director

T Bowden 1/15/25

Signature Date

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents:

☒ I recommend.

☐ I do not recommend this being certified as a sole source.

☐ Required to be advertised for a period of 7 business days before award.

Andrew Rozwadowski, CPPB, NIGP-CPP 1/23/2025

Signature Date

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 1/15/2025

Requesting Department: Fire Rescue **Contact Person:** Chief Bruder

Explanation for Purchase:
Preventative maintenance on stretchers

Recommended Vendor Stryker Medical

Dollar Amount of Purchase $21,413.92

Source for Purchase (check and attach backup materials):

Three Written Quotations		GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	x
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
001-2210-522-49-17

Approvals:

Department Head	[signature]	Date	1/15/25
Purchasing	Andrew Rozwadowski, CPPB, NIGP-CPP	Date	1/23/2025
Finance		Date	

Form Revised 10/2/2024

PURCHASE REQUISITION NBR: 0000089346

STATUS: NEEDS ADDITIONAL INFO

REQUISITION BY: FIRE RESCUE/MC
REASON: ANNUAL STRETCHER PREVENTATIVE MAINTENANCE
DATE: 11/26/24

SHIP TO LOCATION: FIRE STATION 5/EOC
SUGGESTED VENDOR: 8350 STRYKER MEDICAL
DELIVER BY DATE: 11/27/24

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	STR CHAIR PROCARE COMMODITY: SECURITY,FIRE,SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	5.00	EA	290.7200	1453.60	
2	POWERLOAD PROCARE COMMODITY: SECURITY,FIRE,SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	3.00	EA	2163.8400	6491.52	
3	POWERLOAD PROCARE COMMODITY: SECURITY,FIRE,SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	2.00	EA	2163.8400	4327.68	
4	POWERLOAD PROCARE COMMODITY: SECURITY,FIRE,SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	6.00	EA	1523.5200	9141.12	

REQUISITION TOTAL: 21413.92

---------- REQUISITION QUOTES ----------

		VENDOR NAME
SELECTED VENDOR:	21413.9200	8350 STRYKER MEDICAL

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00122105224917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	1453.60
2	00122105224917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	6491.52
3	00122105224917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	4327.68
4	00122105224917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	9141.12
					21413.92

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

12/30-PER DEPT TO UPDATE PRICING-RMS

stryker

4 Year PLT, BATT, PM

Quote Number:	11078235		
Version:	1		
Prepared For:	BOYNTON BEACH FIRE RESCUE STA 5	Rep:	Shannon Cook
	Attn:	Email:	
		Phone Number:	
GPO:	CUSTOMER CONTRACT	Service Rep:	Jeff Cronin
Quote Date:	03/04/2025	Email:	jeff.cronin@stryker.com
Expiration Date:	06/02/2025		
Contract Start:	02/01/2025		
Contract End:	01/31/2029		

Delivery Address		**Sold To - Shipping**		**Bill To Account**	
Name:	BOYNTON BEACH FIRE RESCUE STA 5	Name:	BOYNTON BEACH FIRE RESCUE STA 5	Name:	BOYNTON BEACH FIRE RESCUE STA 5
Account #:	20081364	Account #:	20081364	Account #:	20081364
Address:	2080 HIGH RIDGE RD	Address:	2080 HIGH RIDGE RD	Address:	2080 HIGH RIDGE RD
	BOYNTON BEACH		BOYNTON BEACH		BOYNTON BEACH
	Florida 33426-8714		Florida 33426-8714		Florida 33426-8714

ProCare Products:

#	Product	Description	Months	Qty	List Price	Discount %	Sell Price	Total
1.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHAIR √ Parts, Labor, Travel √ Preventative Maintenance	48	5	$316.00	12.0%	$1,112.32	$5,561.60
2.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	48	3	$2,352.00	12.0%	$8,279.04	$24,837.12
3.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	48	2	$2,352.00	12.0%	$8,279.04	$16,558.08
4.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	48	6	$1,656.00	12.0%	$5,829.12	$34,974.72

ProCare Annual Payment: $40,965.76

Price Totals:

This is not an Invoice

stryker

4 Year PLT, BATT, PM

Quote Number:	11078235		
Version:	1		
Prepared For:	BOYNTON BEACH FIRE RESCUE STA 5	Rep:	Shannon Cook
	Attn:	Email:	
		Phone Number:	
GPO:	CUSTOMER CONTRACT	Service Rep:	Jeff Cronin
Quote Date:	03/04/2025	Email:	jeff.cronin@stryker.com
Expiration Date:	06/02/2025		
Contract Start:	02/01/2025		
Contract End:	01/31/2029		

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at https://techweb.stryker.com The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Payment Schedule

Starting Balance: **$81,931.52**

Date	Payment	Balance
02/01/2025	$40,965.76	$40,965.76
02/01/2026	$40,965.76	$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-STAIR-CHAIR	2108010000201
1.0	PROCARE-SVC-STAIR-CHAIR	160639614
1.0	PROCARE-SVC-STAIR-CHAIR	030240107
1.0	PROCARE-SVC-STAIR-CHAIR	160639615
1.0	PROCARE-SVC-STAIR-CHAIR	160639616
2.0	PROCARE-SVC-POWER-LOAD	180839286
2.0	PROCARE-SVC-POWER-LOAD	180839284
2.0	PROCARE-SVC-POWER-LOAD	150941444
3.0	PROCARE-SVC-POWER-LOAD	2103012400156
3.0	PROCARE-SVC-POWER-LOAD	2107012400176
4.0	PROCARE-SVC-POWERPRO	2105003501695
4.0	PROCARE-SVC-POWERPRO	150540035
4.0	PROCARE-SVC-POWERPRO	150540033
4.0	PROCARE-SVC-POWERPRO	141139762
4.0	PROCARE-SVC-POWERPRO	141139761
4.0	PROCARE-SVC-POWERPRO	141139760

Purchase Order Form

stryker

Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment **Stryker Quote Number**

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-067- Amending the FY2024-25 Capital Improvement Budget to adjust budgeted appropriations and revenue sources and provide spending authority for the Galaxy Park Field Lighting Project in the amount of $567,482.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-067.

Explanation of Request: This agenda item proposes amending the FY2024-25 capital improvement budget to adjust appropriations and revenue sources for the Galaxy Park Field Lighting Project, requiring $567,482 in spending authority.

On February 4, 2025, the City Commission approved two related resolutions: R25-039, which authorized a substantial amendment to the Community Development Block Grant FY 2022 Annual Action Plan, reprogramming $503,484.97 of unused funds from the cancelled Hester Center Airnasium project; and R25-033, which awarded ITB# REC25-013B to Davco Electrical Contractors Corporation for the installation of field lighting at Galaxy Park.

How will this affect city programs or services? The Galaxy Park field lighting project represent a significant enhancement to this vital community resource. The upgraded LED lighting infrastructure will substantially expand the facility's usability, enabling extended evening activities and improving the overall park experience for both residents and visitors.

Account Line Item and Description: Capital Improvement Plan (CIP) Fund 302 with 100% reimbursement from CDBG Funds in the amount of $567,482.

Fiscal Impact: Funding for this project was allocated from CBDG funds on February 4th, 2025 City Commission meeting.

Attachments:
R25-067 Agenda_Item_2858-2025_CIP_Galaxy_Park_Budget_Amendment.docx
Exhibit A to Resolution - FY2425 Fund 302 Budget Amendment for Galaxy Park Field Lighting.pdf

RESOLUTION NO. R25-067

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A CAPITAL APPROPRIATION AMENDMENT FOR FISCAL YEAR 2024-2025 CAPITAL IMPROVEMENT BUDGET, WHICH WILL ADJUST BUDGETED APPROPRIATIONS AND REVENUE SOURCES AND PROVIDE SPENDING AUTHORITY FOR THE GALAXY PARK FIELD LIGHTING PROJECT IN THE AMOUNT OF $567,482; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Fiscal Year 2024-2025 Budget was adopted on September 23, 2024; and

WHEREAS, staff is requesting Commission approval to amend the Fiscal Year 2024-2025 budget as noted specifically on Exhibit A; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a Capital Appropriation Amendment for Fiscal Year 2024-2025 Capital Improvement Budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for the Galaxy Park Field Lighting Project in the amount of $567,482.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Capital Appropriation Amendment for Fiscal Year 2024-2025 Capital Improvement Budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for the Galaxy Park Field Lighting Project in the amount of $567,482, as further detailed in Exhibit A, attached hereto.

SECTION 3. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH
CAPITAL APPROPRIATION AMENDMENTS
BUDGET YEAR 2024-25, Commission Meeting 03/18/25

Exhibit A

		2024/25 ADOPTED BUDGET	Amendment Revenue	Amendment Budget	2024/25 AMENDED BUDGET	AMENDMENT related to PROJECT #	Project Name / Comments/ Vendor
GENERAL FUND							
302-0000-381.01-10	TRANSFER FROM CDBG	$ -	567,482		$ 567,482		
	Adopted Fund Total Revenues	**$ 19,378,986**	**$ 567,482**		**$ 19,946,468**		
302-4221-572.63-05	PARK IMPROVEMENTS	-		567,482	567,482		Galaxy Park Field Lighting
	Adopted Fund Total Expenses	**$ 19,378,986**		**$ 567,482**	**$ 19,946,468**		
CDBG FUND							
110-0000-331.50-27	FED-ECON/CDBG	$ -	567,482		$ 567,482		
	Adopted Fund Total Revenues	**$ -**	**$ 567,482**		**$ 567,482**		
110-3437-513.91-31	TRANSFER TO CAPITAL FUND	-		567,482	567,482		Galaxy Park Field Lighting
	Adopted Fund Total Expenses	**$ -**		**$ 567,482**	**$ 567,482**		

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-068- Approve the "Villages at East Ocean Avenue Plat 1" record plat in association with the Villages at East Ocean North project, on the condition that the City Engineer has certified the plat.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-068.

Explanation of Request: The subject plat has been reviewed by Planning & Zoning Division, Engineering Division, Utilities Department, and the City's consulting surveyor to ensure conformance with the site plan approval and the applicable State and City's platting and zoning requirements.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
R25-068 Agenda_Item_2855-2025_Villages_at_East_Ocean_Ave._Plat.docx
Exhibit B to Resolution - The Villages at East Ocean Avenue Plat 1 (3-18-25)[25].pdf
Survey (35).pdf
Deeds - BB North LLC (1).pdf

RESOLUTION NO. R25-068

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A FINAL PLAT TITLED "VILLAGES AT EAST OCEAN AVENUE PLAT 1" A REPLAT OF PARCEL NO. 08434528030020020, 08434528030020030, 08434528030020050, 08434528030020070, 08434528030020080, 08434528030050100, 08434528030050020, 08434528030050040, 08434528030050080, 08434528030050091, AND 08434528030020110 IN ASSOCIATION WITH THE APPROVED DEVELOPMENT ORDER MSPM17-003 KNOWN AS VILLAGES AT EAST OCEAN NORTH LOCATED JUST WEST OF NE 3RD STREET BETWEEN E. BOYNTON BEACH BOULEVARD AND E. OCEAN AVENUE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on September 19, 2017, the City approved the Development Order for applicant Arthur B. D'Almeida request for a Major Site Plan Modification (MSPM17-003) approval for a mixed-use development consisting of 336 dwelling units, commercial space, and associated recreational amenities and parking on a 3.379 acre site generally located on the south side of Boynton Beach Boulevard to Ocean Avenue between the F.E.C. Railroad and NE 3rd Street; and

WHEREAS, consistent with the requirements set forth in the City's Code of Ordinances, BB North LLC, as the owner of the property generally located on the south side of Boynton Beach Boulevard to Ocean Avenue between the F.E.C. Railroad and NE 3rd Street, as legally described in "Exhibit A," has requested approval of a Final Plat, a copy of the plat being attached hereto as "Exhibit B;" and

WHEREAS, the City has the exclusive jurisdiction to approve the plat pursuant to section 177.071, Florida Statues; and

WHEREAS, the subject plat has been reviewed by the City's Staff and the City's consulting surveyor and has found the site plan to be consistent with Chapter 177, Florida Statutes, and the City's platting and zoning requirements; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a final plat titled "Villages at East Ocean Avenue Plat 1" a replat of Parcel No. 08434528030020020, 08434528030020030, 08434528030020050, 08434528030020070, 08434528030020080, 08434528030050100, 08434528030050020, 08434528030050040, 08434528030050080, 08434528030050091, and

08434528030020110 in association with the approved Development Order MSPM17-003 known as Villages at East Ocean North located just west of NE 3rd Street between E. Boynton Beach Boulevard and E. Ocean Avenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Final Plat titled “Villages at East Ocean Avenue Plat 1” for the Villages at East Ocean North Project, as shown in Exhibit B, of property generally located on the south side of Boynton Beach Boulevard to Ocean Avenue between the F.E.C. Railroad and NE 3rd Street, as legally described in Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the acting City Engineer, Mayor, and City Clerk to execute the Final Plat and to execute any such other related documents as may be necessary to accomplish the purpose of this Resolution, subject to review by the City Attorney’s office.

SECTION 4. The City shall record the Final Plat in the public records in and for Palm Beach County, Florida; however, the applicant shall pay all costs and fees of the recording.

SECTION 5. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

EXHIBIT A
Legal Description

ORB 33540 PAGE 186 – PARCEL ONE

Lot 2, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one–half of the 20 foot alley lying south thereof abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 186 – PARCEL TWO

Lots 11, 12 and 13, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the south one–half of the 20 foot alley lying north of said Lots 11, 12 and 13, and together with that part of the north one–half of N.E. 1st Avenue lying south of said Lots 11, 12 and 13, all abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 189

Lots 3 and 4, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one–half of the 20 foot alley lying south thereof abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 192

Lots 5 and 6, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one–half of the 20 foot alley lying south thereof abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 195 – PARCEL ONE

Lot 7, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one–half of the 20 foot alley lying south thereof abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.
LESS those lands conveyed to the State of Florida, for the use and benefit of the State Road Department of Florida, by the Special Warranty Deed recorded in Official Records Book 1324, page 13 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 195 – PARCEL TWO

Lots 8, 9 and 10, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the south one–half of the 20 foot alley lying north of said Lots 8, 9 and 10, and together with that part of the north one–half of N.E. 1st Avenue lying south of said Lots 8, 9 and 10, all abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 195 – PARCEL THREE

Lots 4, 5 and 6, Block 5, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one–half of the 20 foot alley lying south of said Lots 4, 5 and 6, and together with that part of the south one–half of N.E. 1st Avenue lying north of said Lots 4, 5 and 6, all abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

AND

The East 30 feet of Lot 9 and Lots 10 and 11, Block 5, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the south one-half of the 20 foot alley lying north of said East 30 feet of Lot 9 and Lots 10 and 11 abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 198

Lots 2 and 3, Block 5, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one-half of the 20 foot alley lying south of said Lots 2 and 3, and together with that part of the south one-half of N.E. 1st Avenue lying north of said Lots 2 and 3, all abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 201

Lots 8 and 9, LESS the East 30 feet, Block 5, TOWN OF BOYNTON, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1, page 23, together with that part of the south one-half of the 20 foot alley lying north of said Lots 8 and 9, less the East 30 feet, abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida recorded in Official Records Book 30293, page 1088 of the public records Palm Beach County, Florida.

AND

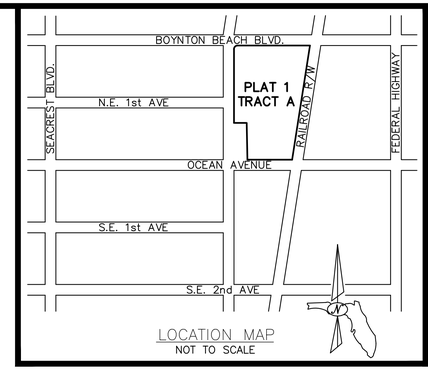
THE NORTH ONE-HALF (1/2) OF THE 20' ALLEY LYING NORTH OF LOT 7, BLOCK 5.
(TO BE ABANDONED BY THE CITY OF BOYNTON BEACH).

EXHIBIT B
Final Plat

VILLAGES AT EAST OCEAN AVENUE PLAT 1

BEING A REPLAT OF ALL OF BLOCK 2 AND ALL OF BLOCK 5, LESS LOT 7 THEREOF, OF THE PLAT OF BOYNTON, RECORDED IN PLAT BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
TOGETHER WITH:
THE THE 20' ALLEY LYING IN SAID BLOCK 2, ABANDONED AS PARCEL NO.1;
THAT PORTION OF N.E. 1st AVENUE (POINCIANA STREET) ABANDONED AS PARCEL NO.2;
THE 20' ALLEY LYING IN BLOCK 5, ABANDONED AS PARCEL NO.3, AS RECORDED IN OFFICIAL RECORD BOOK 30298, PAGE 1088;
AND THE NORTH ONE-HALF (1/2) OF THE ABANDONED 20' ALLEY LYING IN BLOCK 5, RECORDED IN OFFICIAL RECORD BOOK 35571, PAGE 1093

SHEET 1 OF 2



LOCATION MAP
NOT TO SCALE

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR RECORD AT _____ _.M.
THIS __ DAY OF _____, A.D. 2025, AND DULY RECORDED IN PLAT BOOK ___ ON PAGES ___ AND ___

JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: _____
DEPUTY CLERK

CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S SEAL

DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS THAT BB NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNERS OF THE LAND SHOWN HEREON AS:

VILLAGES AT EAST OCEAN AVENUE PLAT 1

BEING A REPLAT OF ALL OF BLOCK 2 AND ALL OF BLOCK 5, LESS LOT 7 THEREOF, OF THE PLAT OF BOYNTON, RECORDED IN PLAT BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
TOGETHER WITH:
THE THE 20' ALLEY LYING IN SAID BLOCK 2, ABANDONED AS PARCEL NO.1;
THAT PORTION OF N.E. 1st AVENUE (POINCIANA STREET) ABANDONED AS PARCEL NO.2;
THE 20' ALLEY LYING IN BLOCK 5, ABANDONED AS PARCEL NO.3, AS RECORDED IN OFFICIAL RECORD BOOK 30298, PAGE 1088;
AND THE NORTH ONE-HALF (1/2) OF THE ABANDONED 20' ALLEY LYING IN BLOCK 5, RECORDED IN OFFICIAL RECORD BOOK 35571, PAGE 1093,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 2, BLOCK 2, OF THE PLAT OF BOYNTON, RECORDED IN PLAT BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF BOYNTON BEACH BOULEVARD AND THE WEST RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, AS SHOWN ON SAID PLAT OF BOYNTON;
THENCE ALONG SAID WEST RAILROAD RIGHT-OF-WAY, S07°48'36"W FOR 591.85 FEET TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 5, OF SAID PLAT OF BOYNTON;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, S89°45'13"W FOR 166.42 FEET TO THE SOUTHEAST CORNER OF LOT 7, OF SAID BLOCK 5;
THENCE ALONG THE EAST LINE OF SAID LOT 7, AND THE NORTHERLY EXTENSION THEREOF, N01°22'57"W FOR 136.68 FEET TO THE CENTERLINE OF THE ABANDONED 20' ALLEY LYING NORTH OF SAID LOT 7;
THENCE ALONG SAID CENTERLINE, S89°45'13"W FOR 50.00 FEET TO THE WEST LINE OF SAID BLOCK 5;
THENCE ALONG SAID WEST LINE OF BLOCK 5, AND ALONG THE THE WEST LINE OF SAID BLOCK 2, N01°22'57"W FOR 429.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET, BEING A ROAD RIGHT-OF-WAY PARCEL RECORDED IN OFFICIAL RECORD BOOK 1324, PAGE 13, OF SAID PUBLIC RECORDS;
THENCE NORTHEASTERLY, ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 91°07'51" FOR 31.81 FEET TO A POINT OF TANGENCY ON THE NORTH LINE OF SAID BLOCK 2;
THENCE ALONG SAID NORTH LINE OF BLOCK 2, N89°44'54"E FOR 290.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 147,608 SQUARE FEET (3.389 ACRES), MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACT A:

TRACT A, AS SHOWN HEREON, IS HEREBY RESERVED FOR BB NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE CITY OF BOYNTON BEACH, FLORIDA, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID COMPANY, WITHOUT RECOURSE TO THE CITY OF BOYNTON BEACH, FLORIDA.

2. LINE OF SIGHT EASEMENT (L.S.E.):

THE LINE OF SIGHT EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY FOR UNOBSTRUCTED SIGHT LINES.
THE MAINTENANCE OF ANY AND ALL IMPROVEMENTS LOCATED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF UNDERLYING OWNERS OF TRACT A AND TRACT B, AS APPLICABLE, WITHOUT RECOURSE TO THE CITY OF BOYNTON BEACH.
THE CITY OF BOYNTON BEACH SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY PORTION OF THE LINE OF SIGHT EASEMENT ENCOMPASSED BY THIS PLAT WHICH ARE ASSOCIATED WITH SAFE TRAFFIC CIRCULATION.
NO CONSTRUCTION NOR LANDSCAPING OVER A HEIGHT OF 2.5 FEET SHALL BE PERMITTED WITHIN SAID EASEMENT.

3. GENERAL UTILITY EASEMENTS (G.U.E.):

THE UTILITY EASEMENTS RUNNING ADJACENT AND PARALLEL TO PUBLIC STREETS, AS SHOWN HEREON, ARE NONEXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES.
THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

4. PUBLIC ACCESS EASEMENTS:

THE PUBLIC ACCESS EASEMENTS, AS SHOWN HEREON, ARE HEREBY RESERVED FOR BB NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC PEDESTRIAN ACCESS PURPOSES, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF BOYNTON BEACH, FLORIDA. THE CITY OF BOYNTON BEACH, FLORIDA SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT AND MAINTAIN ANY PUBLIC PORTION OF THE PUBLIC ACCESS EASEMENTS.

IN WITNESS WHEREOF, THE ABOVE-NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER, THIS _____ DAY OF _____, 2025.

BB NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: BB NORTH HOLDINGS, LLC,
A DELAWARE LIMITED LIABILITY, ITS MEMBER

WITNESS: _____
_____
(PRINT NAME)

BY: ECI BB MANAGEMENT, LLC
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: EDGEWATER CAPITAL MANAGEMENT, LLC
A FLORIDA LIMITED LIABILITY COMPANY, ITS MEMBER

WITNESS: _____
_____
(PRINT NAME)

BY: _____
MANUEL MATO, MANAGER

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ___ PHYSICAL PRESENCE OR ___ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2025, BY MANUEL MATO, AS MANAGER OF EDGEWATER CAPITAL MANAGEMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS MEMBER OF ECI BB MANAGEMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS MANAGER OF BB NORTH HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS MEMBER OF BB NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANIES, WHO IS ___ PERSONALLY KNOWN TO ME OR ___ HAS PRODUCED _____ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____ (SEAL)

_____(SIGNATURE)
_____(PRINT NAME)
NOTARY PUBLIC

MORTGAGEE'S JOINDER AND CONSENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 33540, AT PAGE 208 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS SENIOR VICE PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS ___ DAY OF _____, 2025.

SYNOVUS BANK

BY: _____
RICARDO A ORTIZ, SENIOR VICE PRESIDENT

WITNESS: _____
_____
(PRINT NAME)

WITNESS: _____
_____
(PRINT NAME)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ___ PHYSICAL PRESENCE OR ___ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2025, BY RICARDO A. ORTIZ, AS SENIOR VICE PRESIDENT FOR SYNOVUS BANK, ON BEHALF OF THE BANK, WHO IS ___ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____ (SEAL)

COMMISSION NUMBER: _____

_____(SIGNATURE)
_____(PRINT NAME)
NOTARY PUBLIC

SURVEYOR'S SEAL

CITY OF BOYNTON BEACH SEAL

CITY OF BOYNTON BEACH CITY ENGINEER'S SEAL

REVIEWING SURVEYOR SEAL

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, FRANCISCO LEON de la BARRA, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN BB NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____

_____
FRANCISCO LEON de la BARRA
ATTORNEY-AT-LAW LICENSED IN FLORIDA

CITY OF BOYNTON BEACH APPROVAL

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT OF VILLAGES AT EAST OCEAN AVENUE PLAT 1, HAS BEEN APPROVED FOR RECORD PURSUANT TO THE ORDINANCES OF THE CITY OF BOYNTON BEACH, FLORIDA, AND IN ACCORDANCE WITH PART III, LDP CHAPTER 2, ART. III, SEC. 2, LAND DEVELOPMENT REGULATIONS, THIS _____ DAY OF _____, 2025,

BY: _____
ANDREW MACK, P.E.
INTERIM CITY ENGINEER

BY: _____
REBECCA SHELTON
MAYOR

ATTEST:

BY: _____
MAYLEE DEJESUS
CITY CLERK

REVIEWING SURVEYOR'S STATEMENT

THIS IS TO CERTIFY THAT THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, UNDER CONTRACT WITH THE CITY OF BOYNTON BEACH, FLORIDA, HAS REVIEWED THIS PLAT OF VILLAGES AT EAST OCEAN AVENUE PLAT 1, AS REQUIRED BY CHAPTER 177.081(1), FLORIDA STATUTES, AND FIND THAT IT COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177.091, FLORIDA.

DATE: _____

_____
DAVID P. LINDLEY, P.L.S.
PROFESSIONAL LAND SURVEYOR
REG. #5005 STATE OF FLORIDA
CAULFIELD & WHEELER, INC. LB #3591
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA

SURVEYOR & MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.s), ACCORDING TO SEC.177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF BOYNTON BEACH, FLORIDA.

_____ _____
JOHN E. PHILLIPS, III, P.S.M. DATE
LICENSE NO. 4826
STATE OF FLORIDA

SURVEYOR & MAPPER'S NOTES:

1. BEARINGS ARE BASED ON S01°22'57"E (ASSUMED) ALONG THE CENTERLINE OF N.E. 3rd STREET.
2. NO BUILDINGS, STRUCTURES, TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE GOVERNMENTAL APPROVAL PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
3. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES DETERMINED BY USE OF RIGHTS GRANTED.
4. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY THE CURRENT CITY OF BOYNTON BEACH ZONING REGULATIONS.
5. NOTICE:
   THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
   THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
6. LINES INTERSECTING CURVES ARE NON-RADIAL, UNLESS NOTED OTHERWISE.
7. ALL PLATTED EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, IN SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
   IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
   THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
8. THE FOLLOWING IS STATED, AND APPLIES TO THE DESCRIBED PORTION OF OR WHOLE OF THE UNDERLYING PLAT AS RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
   THE APPROVAL OF A REPLAT BY THE GOVERNING BODY OF A LOCAL GOVERNMENT, WHICH ENCOMPASSES LANDS EMBRACED IN ALL OR PART OF A PRIOR PLAT FILED OF PUBLIC RECORD SHALL, UPON RECORDATION OF THE REPLAT, AUTOMATICALLY AND SIMULTANEOUSLY VACATE AND ANNUL ALL OF THE THE PRIOR PLAT ENCOMPASSED BY THE REPLAT.

LEGEND:

ABBREVIATIONS:
ORB – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
RPB – ROAD PLAT BOOK
NO. – NUMBER
PG. – PAGE
R/W – RIGHT-OF-WAY
SEC. – SECTION
℄ – CENTERLINE
NAD – NORTH AMERICAN DATUM
P.B.C.P.R. – PALM BEACH COUNTY PUBLIC RECORDS
(P) – P.B.1 PG.23 DIMENSION
(C) – CALCULATED DIMENSION

LB – LICENSED BUSINESS
PSM – PROFESSIONAL SURVEYOR & MAPPER
PLS – PROFESSIONAL LAND SURVEYOR
28/45/43 – SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST
G.U.E. – GENERAL UTILITY EASEMENT
U.E. – UTILITY EASEMENT
D.E. – DRAINAGE EASEMENT
W.S.E. – WATER AND SEWER EASEMENT
I.E.E. – INGRESS-EGRESS EASEMENT
L.S.E. – LINE OF SIGHT EASEMENT
M.T.E. – MASS TRANSIT EASEMENT
LLC – LIMITED LIABILITY COMPANY
(typ.) – TYPICAL
S.F. – SQUARE FEET

SYMBOLS:
□ PERMANENT REFERENCE MONUMENT (P.R.M.), SET A 4"x4"x 24" CONCRETE MONUMENT, WITH A DISK STAMPED "PRM LB6473" OR A NAIL & DISK STAMPED "PRM LB6473"
o MONUMENT, SET A NAIL & DISK STAMPED "LB6473"

PREPARING SURVEYOR & MAPPER'S STATEMENT

THIS INSTRUMENT WAS PREPARED BY JOHN E. PHILLIPS III, P.S.M. 4826

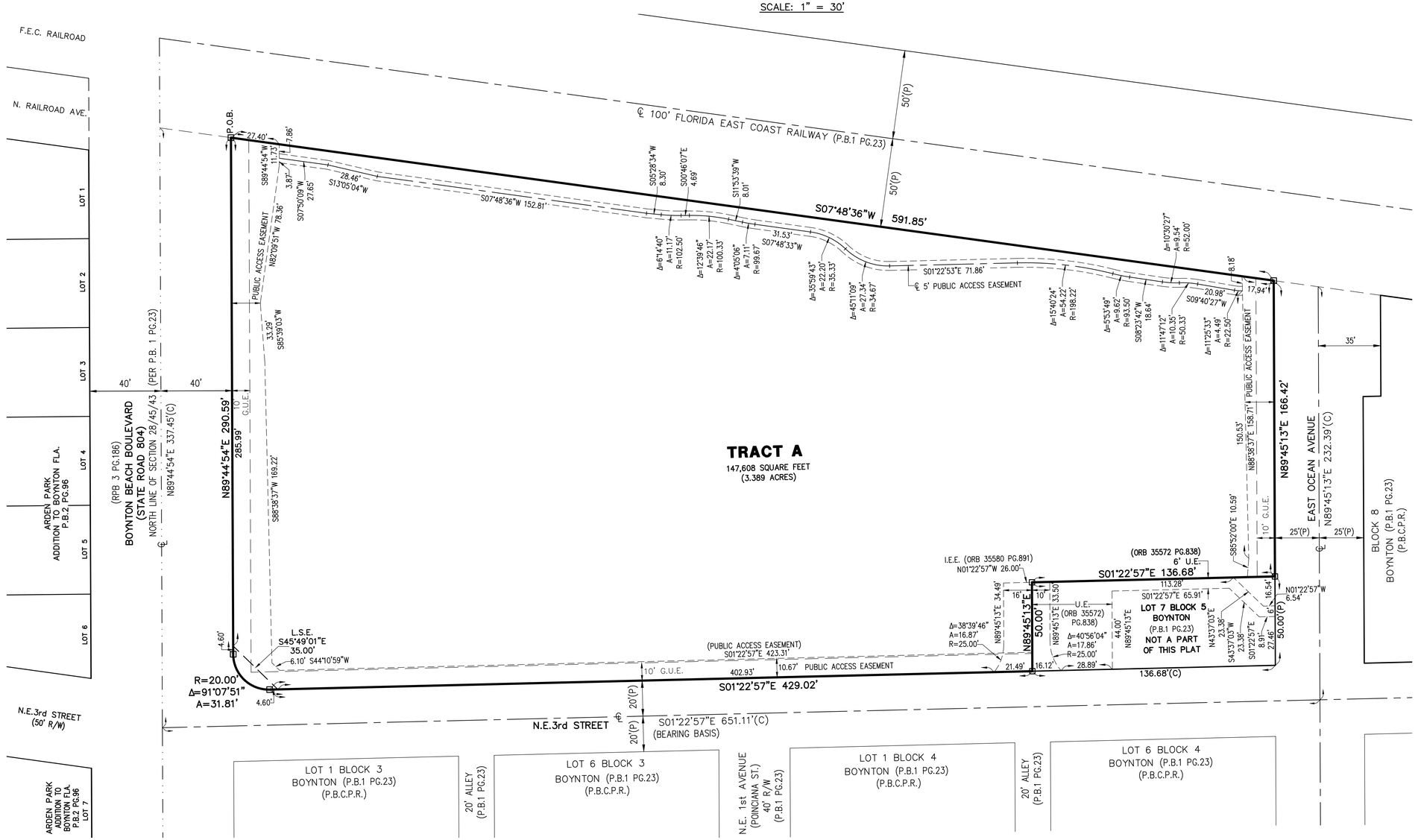
BROWN & PHILLIPS, INC.
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE RD., SUITE 509
WEST PALM BEACH, FLORIDA 33409
561-615-3988, 615-3986 FAX

VILLAGES AT EAST OCEAN AVENUE PLAT 1

BEING A REPLAT OF ALL OF BLOCK 2 AND ALL OF BLOCK 5, LESS LOT 7 THEREOF, OF THE PLAT OF BOYNTON, RECORDED IN PLAT BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
TOGETHER WITH:
THE THE 20' ALLEY LYING IN SAID BLOCK 2, ABANDONED AS PARCEL NO.1;
THAT PORTION OF N.E. 1st AVENUE (POINCIANA STREET) ABANDONED AS PARCEL NO.2;
THE 20' ALLEY LYING IN BLOCK 5, ABANDONED AS PARCEL NO.3, AS RECORDED IN OFFICIAL RECORD BOOK 30298, PAGE 1088;
AND THE NORTH ONE-HALF (1/2) OF THE ABANDONED 20' ALLEY LYING IN BLOCK 5, RECORDED IN OFFICIAL RECORD BOOK 35571, PAGE 1093

SHEET 2 OF 2

N
0 15 30 60
SCALE: 1" = 30'



LEGEND:

ABBREVIATIONS:
ORB – OFFICIAL RECORD BOOK
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(typ.) – TYPICAL
S.F. – SQUARE FEET

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o MONUMENT, SET A NAIL & DISK STAMPED "LB6473"

PREPARING SURVEYOR & MAPPER'S STATEMENT
THIS INSTRUMENT WAS PREPARED BY JOHN E. PHILLIPS III, P.S.M. 4826

BROWN & PHILLIPS, INC.
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE RD., SUITE 509
WEST PALM BEACH, FLORIDA 33409
561-615-3988, 615-3986 FAX

TITLE REVIEW:

BROWN & PHILLIPS, INC. (B–P) HAS REVIEWED SCHEDULE B SECTION II OF AN AMERICAN LAND TITLE ASSOCIATION COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY; ORDER NO.: 9887501; DATED 9/17/2021; PROPOSED INSURED: EDGEWATER CAPITAL INVESTMENTS, LLC., AND OFFER THE FOLLOWING COMMENTS:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
–THIS ITEM CANNOT BE ADDRESSED ON THE SURVEY UNLESS SPECIFIC INFORMATION IS FURNISHED TO B–P.
2. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
–TAXES ARE NOT A SURVEY ISSUE.
3. Standard Exceptions:
A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
–ENCROACHMENTS, IF ANY, ARE SHOWN ON THE SURVEY. THE REMAINING ITEMS CANNOT BE ADDRESSED ON THE SURVEY UNLESS SPECIFIC INFORMATION IS FURNISHED TO B–P.
B. Rights or claims of parties in possession not shown by the public records.
–THIS ITEM CANNOT BE ADDRESSED ON THE SURVEY UNLESS SPECIFIC INFORMATION IS FURNISHED TO B–P.
C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
–LIENS ARE NOT A SURVEY ISSUE.
D. Taxes or assessments which are not shown as existing liens in the public records.
–TAXES ARE NOT A SURVEY ISSUE.
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
–LIENS ARE NOT A SURVEY ISSUE.
5. Oil, gas and mineral and state road right of way reservations set forth in the Deed from the Trustees of the Internal Improvement Fund recorded in Deed Book 729, page 133. Note: The right of entry and exploration associated with said oil, gas and mineral reservation has been released by Florida Statute 270.11(3). (Affects Lots 5–7 Block 2)
–AFFECTS. THE RESERVATION FOR AN EASEMENT FOR STATE ROAD R/W 200' WIDE, LYING EQUALLY ON EACH SIDE OF THE CENTER LINE OF ANY STATE ROAD EXISTING ON JULY 26, 1945 WAS RELEASED PER ORB 33540 PAGES 153 & 156.
6. Oil, gas and mineral reservation set forth in the Deed from the Trustees of the Internal Improvement Fund recorded in Deed Book 729, page 439. Note: The right of entry and exploration associated with said oil, gas and mineral reservation has been released by Florida Statute 270.11(3). (Affects Lots 4–6 Block 8)
–AFFECTS. RESERVATION FOR AN EASEMENT FOR STATE ROAD R/W 200' WIDE, LYING EQUALLY ON EACH SIDE OF THE CENTER LINE OF ANY STATE ROAD EXISTING ON AUG. 18, 1945.
7. Oil, gas and mineral reservation set forth in the Deed from the Trustees of the Internal Improvement Fund recorded in Deed Book 745, page 197. Note: The right of entry and exploration associated with said oil, gas and mineral reservation has been released by Florida Statute 270.11(3).
–AFFECTS LOT 3, BLOCK 8. RESERVATION FOR AN EASEMENT FOR STATE ROAD R/W 200' WIDE, LYING EQUALLY ON EACH SIDE OF THE CENTER LINE OF ANY STATE ROAD EXISTING ON DEC. 11, 1945.
8. Oil, gas and mineral reservation set forth in the Deed from the Trustees of the Internal Improvement Fund recorded in Deed Book 751, page 209. Note: The right of entry and exploration associated with said oil, gas and mineral reservation has been released by Florida Statute 270.11(3).
AFFECTS LOTS 7, 8, & 10, BLOCK 8. RESERVATION FOR AN EASEMENT FOR STATE ROAD R/W 200' WIDE, LYING EQUALLY ON EACH SIDE OF THE CENTER LINE OF ANY STATE ROAD EXISTING ON JAN. 30, 1946.
9. Oil, gas and mineral reservation set forth in the Deed from the Trustees of the Internal Improvement Fund recorded in Deed Book 752, page 71. Note: The right of entry and exploration associated with said oil, gas and mineral reservation has been released by Florida Statute 270.11(3).
–AFFECTS LOT 9, BLOCK 8. RESERVATION FOR AN EASEMENT FOR STATE ROAD R/W 200' WIDE, LYING EQUALLY ON EACH SIDE OF THE CENTER LINE OF ANY STATE ROAD EXISTING ON JAN. 10, 1946.
10. Oil, gas and mineral and state road right of way reservations set forth in the Deed from the Trustees of the Internal Improvement Fund recorded in Deed Book 752, page 378. Note: The right of entry and exploration associated with said oil, gas and mineral reservation has been released by Florida Statute 270.11(3). (Affects Lots 3–4 Block 2)
–AFFECTS. RESERVATION FOR AN EASEMENT FOR STATE ROAD R/W 200' WIDE, LYING EQUALLY ON EACH SIDE OF THE CENTER LINE OF ANY STATE ROAD EXISTING ON JAN. 10, 1946 WAS RELEASED PER ORB 33540 PAGE 150..
11. Easement granted to Florida Power & Light Company recorded in Official Records Book 1008, page 526. (Affects Parcel J)
–AFFECTS LOT 9, BLOCK 8. HOWEVER, THE EASEMENT IS NOT DESCRIBED IN SUFFICIENT DETAIL TO PLOT IT ON THE SURVEY. THE EASEMENT WAS RECORDED IN 1964. THERE IS A LIGHT POLE NEAR THE S.W. CORNER OF LOT 9, AND A UTILITY POLE NEAR THE N.W. CORNER OF LOT 9, AS SHOWN ON THE SURVEY. IT CANNOT BE DETERMINED IF EITHER OF THESE POLES IS THE ONE REFERRED TO IN THE EASEMENT.
12. Easement for utility purposes granted to the City of Boynton Beach recorded in Official Records Book 10849, page 1583. (Affects Parcel P)
–AFFECTS. THE EASEMENT IS SHOWN ON THE SURVEY.
13. Easement for telecommunication purposes vested in Level 3 Communications, LLC by the Amended Easement Deed by Court Order in Settlement of Landowner Action recorded in Official Records Book 25732, page 649 and vested in Sprint Communications Company L.P. by the Amended Easement Deed by Court Order in Settlement of Landowner Action recorded in Official Records Book 26401, page 1156. (Affects Parcels A, F, G, H, J and P)
–AFFECTS. THE EASEMENT RUNS ALONG THE RAILROAD R/W. HOWEVER, IT IS NOT DESCRIBED IN SUFFICIENT DETAIL TO PLOT ON THE SURVEY. ITS AFFECT ON THE SUBJECT PROPERTY, IF ANY, CANNOT BE DETERMINED BY B–P.
14. Terms, covenants, conditions and other matters contained in any unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
–LEASES ARE NOT A SURVEY ISSUE.
15. Easements, if any, for public utilities or facilities installed in any portion of the vacated street or alley herein described prior to the vacation thereof, together with the right of ingress and egress to repair, maintain, replace and remove same. (Affects all Parcels)
–THIS ITEM CANNOT BE ADDRESSED ON THE SURVEY UNLESS SPECIFIC INFORMATION IS FURNISHED TO B–P.

Note: The following are shown for informational purposes only:
a. Ordinance No. 98–47 of the City of Boynton Beach, Florida, abandoning an alley, recorded in Official Records Book 10842, page 745.
–THE ABANDONMENT IS NOTED ON THE SURVEY.
b. Ordinance No. 17–026 of the City of Boynton Beach, Florida, abandoning certain streets and alleys, recorded in Official Records Book 30293, page 1088.
–THE ABANDONMENT IS NOTED ON THE SURVEY.
c. Ordinance No. 17–024 of the City of Boynton Beach, Florida, amending the Future Land Use of the Comprehensive Plan for the Villages at East Ocean Avenue – North, recorded in Official Records Book 30319, page 1855.
–AFFECTS, BUT THIS ITEM IS NOT A SURVEY ISSUE AND CANNOT BE PLOTTED ON THE SURVEY.
d. Ordinance No. 17–025 of the City of Boynton Beach, Florida, rezoning land known as the Villages at East Ocean Avenue – North, recorded in Official Records Book 30319, page 1861.
–AFFECTS, BUT THIS ITEM IS NOT A SURVEY ISSUE AND CANNOT BE PLOTTED ON THE SURVEY.
e. Ordinance No. 17–028 of the City of Boynton Beach, Florida, rezoning land known as the Villages at East Ocean Avenue – South, recorded in Official Records Book 30319, page 1872.
–AFFECTS, BUT THIS ITEM IS NOT A SURVEY ISSUE AND CANNOT BE PLOTTED ON THE SURVEY.
f. Ordinance No. 17–027 of the City of Boynton Beach, Florida, amending the Future Land Use of the Comprehensive Plan for the Villages at East Ocean Avenue – South, recorded in Official Records Book 30319, page 1882.
–AFFECTS, BUT THIS ITEM IS NOT A SURVEY ISSUE AND CANNOT BE PLOTTED ON THE SURVEY.

LEGAL DESCRIPTIONS:

ORB 33540 PAGE 186 – PARCEL ONE

Lot 2, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one–half of the 20 foot alley lying south thereof abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 186 – PARCEL TWO

Lots 11, 12 and 13, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the south one–half of the 20 foot alley lying north of said Lots 11, 12 and 13, and together with that part of the north one–half of N.E. 1st Avenue lying south of said Lots 11, 12 and 13, all abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 189

Lots 3 and 4, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one–half of the 20 foot alley lying south thereof abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 192

Lots 5 and 6, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one–half of the 20 foot alley lying south thereof abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 195 – PARCEL ONE

Lot 7, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one–half of the 20 foot alley lying south thereof abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.
LESS those lands conveyed to the State of Florida, for the use and benefit of the State Road Department of Florida, by the Special Warranty Deed recorded in Official Records Book 1324, page 13 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 195 – PARCEL TWO

Lots 8, 9 and 10, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the south one–half of the 20 foot alley lying north of said Lots 8, 9 and 10, and together with that part of the one–half of N.E. 1st Avenue lying south of said Lots 8, 9 and 10, all abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 195 – PARCEL THREE

Lots 4, 5 and 6, Block 5, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one–half of the 20 foot alley lying south of said Lots 4, 5 and 6, and together with that part of the south one–half of N.E. 1st Avenue lying north of said Lots 4, 5 and 6, all abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

AND

The East 30 feet of Lot 9 and Lots 10 and 11, Block 5, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the south one–half of the 20 foot alley lying north of said East 30 feet of Lot 9 and Lots 10 and 11 abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 198

Lots 2 and 3, Block 5, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one–half of the 20 foot alley lying south of said Lots 2 and 3, and together with that part of the south one–half of N.E. 1st Avenue lying north of said Lots 2 and 3, all abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

ORB 33540 PAGE 201

Lots 8 and 9, LESS the East 30 feet, Block 5, TOWN OF BOYNTON, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1, page 23, together with that part of the south one–half of the 20 foot alley lying north of said Lots 8 and 9, less the East 30 feet, abandoned by Ordinance No. 17–026 of the City of Boynton Beach, Florida recorded in Official Records Book 30293, page 1088 of the public records Palm Beach County, Florida.

AND

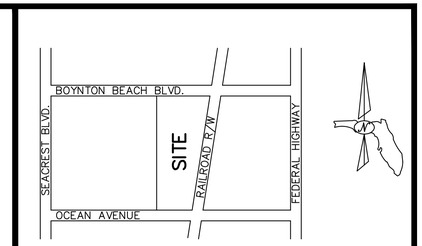
THE NORTH ONE–HALF (1/2) OF THE 20' ALLEY LYING NORTH OF LOT 7, BLOCK 5.
(TO BE ABANDONED BY THE CITY OF BOYNTON BEACH).

Revisions:
2/19/25: Comments per markups received from David Lindley, City plat reviewer.
2/24/25: Comments per teleconference with client and City.

ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 2, BLOCK 2, OF THE PLAT OF BOYNTON, RECORDED IN PLAT BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AT THE INTERSECTION OF THE SOUTH RIGHT–OF–WAY OF BOYNTON BEACH BOULEVARD AND THE WEST RIGHT–OF–WAY OF THE FLORIDA EAST COAST RAILROAD, AS SHOWN ON SAID PLAT OF BOYNTON;
THENCE ALONG SAID WEST RAILROAD RIGHT–OF–WAY, S07°48'36"W FOR 591.85 FEET TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 5, OF SAID PLAT OF BOYNTON;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, S89°45'13"W FOR 166.42 FEET TO THE SOUTHEAST CORNER OF LOT 7, OF SAID BLOCK 5;
THENCE ALONG THE EAST LINE OF SAID LOT 7, AND THE NORTHERLY EXTENSION THEREOF, N01°22'57"W FOR 136.68 FEET TO THE CENTERLINE OF THE ABANDONED 20' ALLEY LYING NORTH OF SAID LOT 7;
THENCE ALONG SAID CENTERLINE, S89°45'13"W FOR 50.00 FEET TO THE WEST LINE OF SAID BLOCK 5;
THENCE ALONG SAID WEST LINE OF BLOCK 5, AND ALONG THE THE WEST LINE OF SAID BLOCK 2, N01°22'57"W FOR 429.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET, BEING A ROAD RIGHT–OF–WAY PARCEL RECORDED IN OFFICIAL RECORD BOOK 1324, PAGE 13, OF SAID PUBLIC RECORDS;
THENCE NORTHEASTERLY, ALONG SAID RIGHT–OF–WAY AND CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 91°07'51" FOR 31.81 FEET TO A POINT OF TANGENCY ON THE NORTH LINE OF SAID BLOCK 2;
THENCE ALONG SAID NORTH LINE OF BLOCK 2, N89°44'54"E FOR 290.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 147,608 SQUARE FEET (3.389 ACRES), MORE OR LESS.



VICINITY MAP
NOT TO SCALE

ABBREVIATIONS:
P.B. – PLAT BOOK
ORB – OFFICIAL RECORD BOOK
RPB – ROAD PLAT BOOK
D.B. – DEED BOOK
PG. – PAGE
R/W – RIGHT–OF–WAY
U.E. – UTILITY EASEMENT
D.E. – DRAINAGE EASEMENT
(P) – P.B.1 PG.23 DIMENSION
(D) – DEED DIMENSION
(M) – MEASURED DIMENSION
(C) – CALCULATED DIMENSION
℄ – CENTERLINE
IR – IRON ROD
IR/C – IRON ROD WITH CAP AS NOTED
C.M. – 4"x4" CONCRETE MONUMENT
O– SET 1/2" IRON ROD WITH BROWN & PHILLIPS CAP
▲– SET MAG NAIL WITH BROWN & PHILLIPS DISC
☒– SET 4"x4" C.M. WITH DISC "PRM LB6473"
N/D – NAIL & DISK
PK – PARKER KALON
NAD – NORTH AMERICAN DATUM
LB – LICENSED BUSINESS
PCN – PARCEL CONTROL NUMBER
CONC. – CONCRETE
NAVD – NORTH AMERICAN VERTICAL DATUM OF 1988
F.E.C. – FLORIDA EAST COAST RAILROAD
BLVD. – BOULEVARD

SURVEY REPORT:

1. THIS IS A BOUNDARY SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J–17.051 THROUGH 5J–17.053, FLORIDA ADMINISTRATIVE CODE.
THE FIELD WORK WAS COMPLETED ON JANUARY 8, 2025.
2. THE SURVEY WAS BASED ON THE PLAT OF BOYNTON, PLAT BOOK 1, PAGE 23.
3. BEARINGS ARE BASED ON S01°22'57"E (ASSUMED) ALONG THE CENTERLINE OF N.E. 3rd STREET.
4. THE VESTING LEGAL DESCRIPTIONS ARE RECORDED IN OFFICIAL RECORD BOOK 33540, PAGES, 186, 189, 192, 195, 198, & 201; AND OFFICIAL RECORD BOOK 33784 PAGE 859.
THE ROAD/ALLEY ABANDONMENTS ARE RECORDED IN OFFICIAL RECORD BOOK 30293 PAGE 1088.
5. AREA: 147,608 SQUARE FEET (3.389 ACRES), MORE OR LESS
6. RECORD INFORMATION SHOWN OR NOTED HEREON IS PER SCHEDULE B SECTION II OF AN AMERICAN LAND TITLE ASSOCIATION COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO.: 9887501; DATED 9/17/2021; PROPOSED INSURED: EDGEWATER CAPITAL INVESTMENTS, LLC.
NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC.
THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
7. ALL DISTANCES ARE MEASURED UNLESS NOTED OTHERWISE.
8. ALL FIELD–MEASURED CONTROL MEASUREMENTS EXCEEDED AN ACCURACY OF 1: 7,500.
9. THE EXPECTED HORIZONTAL AND VERTICAL PRECISION OF ITEMS SHOWN ON THIS SURVEY ARE AS FOLLOWS:
1) BOUNDARY LINES – 0.10
2) TOPOGRAPHIC FEATURES – 0.20'
3) ELEVATIONS ON CONSTRUCTED HARD SURFACES (PAVEMENT, CONCRETE, ETC.) – 0.05'
4) ELEVATIONS ON NATURAL SURFACES (GROUND, DIRT, ETC.) – 0.10'
10. THE CURRENT USE OF THE SUBJECT PROPERTY IS COMMERCIAL.
11. THE CONTRACTED PURPOSE OF THIS SURVEY IS TO TO SATISFY THE SURVEY REQUIREMENT IN CONJUNCTION WITH A MORTGAGE APPLICATION, AND FOR THE PREPARATION OF A RECORD PLAT.
THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE:
1) EDGEWATER CAPITAL INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
2) FIDELITY NATIONAL TITLE INSURANCE COMPANY
3) BB NORTH, LLC
14. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=30', ON 24"x 36" SHEETS.
15. SOME TOPOGRAPHIC FEATURES MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.
16. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY.
17. ELEVATIONS SHOWN HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988, AND ARE REFERENCED TO PALM BEACH COUNTY BENCHMARK "G402", ELEVATION=11.31.
18. FLOOD ZONE INFORMATION OBTAINED FROM PALM BEACH COUNTY WEBSITE: "http://maps.co.palm–beach.fl.us/cwgis/?app=floodzones"; CURRENT FLOOD ZONES: X and X500
19. © COPYRIGHT 2025 BY BROWN & PHILLIPS, INC.
REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409
E–Mail: info@brown–phillips.com
561–615–3988, 615–3991 FAX

SKETCH OF BOUNDARY SURVEY

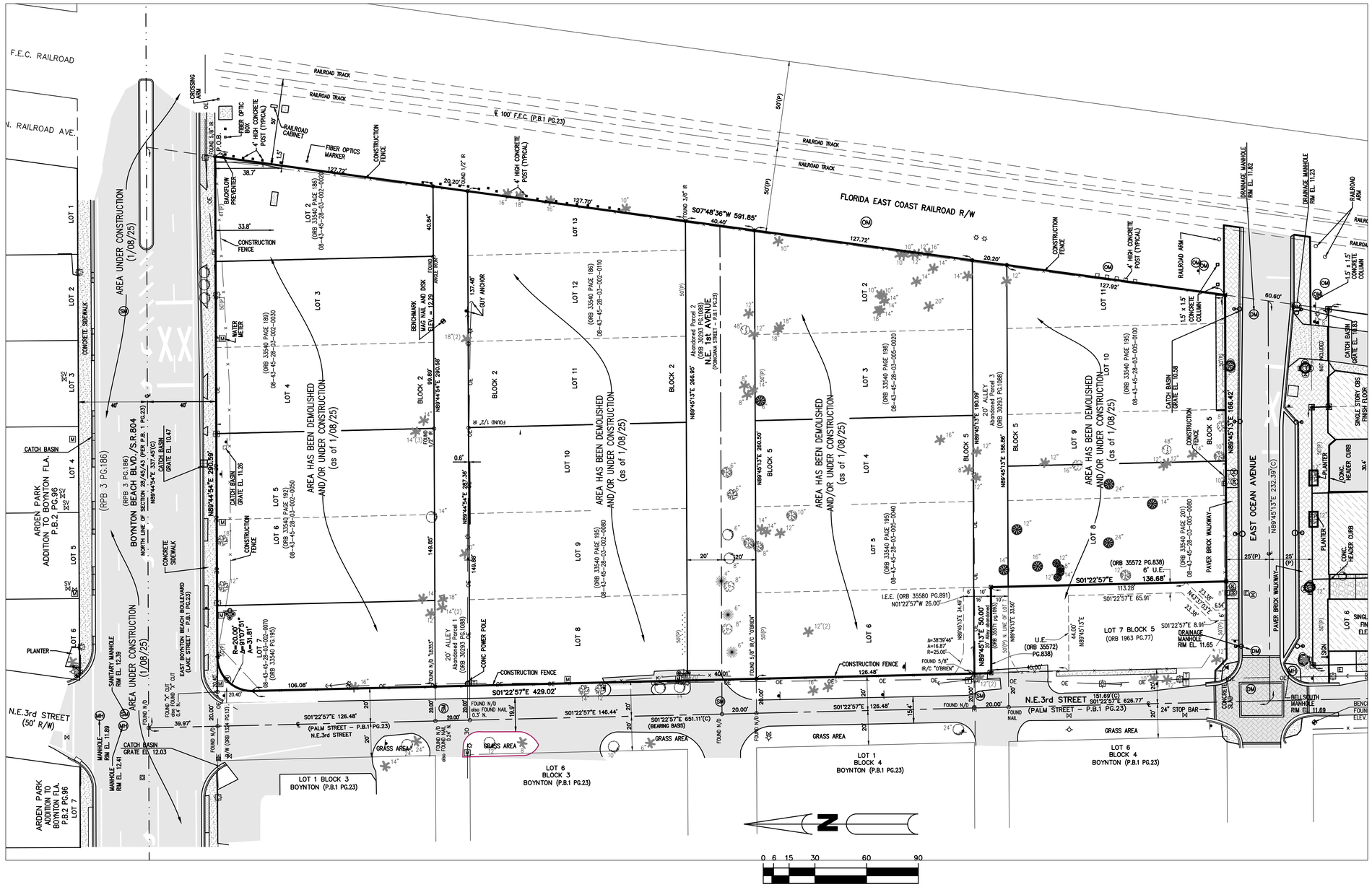
THE VILLAGES at EAST OCEAN AVENUE

DRAWN: AB/MB
CHECKED:
BOYNTON BCH. #1
F.B.PBCo. S. #9
PAGES: 32–38 47

PROJ. No. 22–023
SCALE: NONE
DATE: JAN 2025
SHEET 1 OF 2

John E Phillips
Digitally signed by John E Phillips
Date: 2025.03.03 15:33:55 -05'00'
JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826

D:\B&P Projects\2022 Projects\22-023 Villages Plat\22-023 The Villages at East Ocean Avenue Plat 1 and Plat 1 Survey.dwg, 3/3/2025 10:45:36 AM, AutoCAD PDF (General Documentation).pc3



LEGEND	
BACKFLOW PREVENTER	
BENCHMARK	
BOLLARD	
CLEANOUT	©
CONCRETE LIGHT POLE	
ELECTRIC BOX	
GUY ANCHOR	
HATCH ASPHALT	
HATCH BUILDING	
HATCH CONCRETE	
SPRINKLER CONTROL VALVE	
MANHOLE	MH
MANHOLE DRAINAGE	DM
MANHOLE SANITARY	SM
SIGN	
TELEPHONE BOX	T
TV BOX	TV
VALVE	
WATER METER	M
WOOD POWER POLE	
BANYAN TREE	
PALM TREE	
UNKNOWN TREE	
BLACK OLIVE TREE	
POINCIANA TREE	
GUMBO LIMBO TREE	
MANGO TREE	
OAK TREE	
PINE TREE	
METAL LIGHT	
CABLE TV MARKER	CM
GAS MARKER	G
TREE DIAMETER	12"
FIRE HYDRANT	
SEWER VALVE	SV
MONITOR WELL	
MAIL BOX	
FIBER OPTIC	Fo

Revisions:
2/19/25: Comments per markups received from David Lindley, City plat reviewer.
2/24/25: Comments per teleconference with client and City.

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409
E-Mail: info@brown-phillips.com
561-615-3988, 615-3991 FAX

SKETCH OF BOUNDARY SURVEY

THE VILLAGES at EAST OCEAN AVENUE

DRAWN: AB
CHECKED: JEP
F.B. BOYNTON BCH. #1 PBCo. S. #9
PAGES: 32-38 47

PROJ. No.22-023
SCALE: 1"=30'
DATE: JAN 2025
SHEET 2 OF 2

D:\BP Projects\2022 Projects\22-023 Villages Plat\22-023 The Villages at East Ocean Avenue Plat 1 and Plat 1 Survey.dwg, 2/3/2025 10:43:39 AM, , AutoCAD PDF (General Documentation).pc3

This Document Prepared By and Return to:

Arthur B. D'Almeida, P.A.
105 E. Palmetto Park Road
Boca Raton, FL33432
(561) 368-4674

Parcel Identification No. 08-43-45-28-03-005-0080

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture, made this 3rd **day of May, 2022** between **East Ocean Avenue, LLC, a Florida limited liability company** whose post office address is **105 E. Palmetto Park Road, Boca Raton, FL 33432** of the County of **Palm Beach**, State of **Florida**, grantor, and **BB North, LLC, a Delaware limited liability company** whose post office address is **5901 SW 74th Street, South Miami, FL 33143** of the County of **Miami-Dade**, State of **Florida**, grantee,

Witnesseth that said GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said GRANTEE, and GRANTEE's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY THIS REFERENCE

Subject to restrictions, reservations and easements of record, if any, but this reference shall not act to reimpose same, and taxes subsequent to 2021.

and said GRANTOR does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

[THIS SPACE INTENTIONALLY LEFT BLANK]
[Signature on Following Page]

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: Sally Candia

Witness
Printed Name: Sally Ollarvide

EAST OCEAN AVENUE, LLC, a Florida Limited Liability Company

By: _____ (Seal)
Arthur B. D'Almeida, its Manager
P.O. Address: 105 E. Palmetto Park Road, Boca Raton, FL 33432

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 3rd day of May, 2022 by Arthur B. D'Almeida, Manager of East Ocean Avenue, LLC, a Florida Limited Liability Company, on behalf of and as an act of the limited liability company, who [X] is personally known or [_] has produced a Florida driver license as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

SALLY OLLARVIDE
Commission # HH 096901
Expires March 8, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Legal Description

EXHIBIT "A"

Lots 8 and 9, LESS the East 30 feet, Block 5, TOWN OF BOYNTON, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1, page 23, together with that part of the south one-half of the 20 foot alley lying north of said Lots 8 and 9, less the East 30 feet, abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida recorded in Official Records Book 30293, page 1088 of the public records Palm Beach County, Florida.

PCN: 08-43-45-28-03-005-0080

This Document Prepared By and Return to:

Arthur B. D'Almeida, P.A.
105 E. Palmetto Park Road
Boca Raton, FL33432
(561) 368-4674

Parcel Identification No. 08-43-45-28-03-005-0020

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture, made this 3rd **day of May, 2022** between **First Avenue Boynton, LLC , a Florida limited liability company** whose post office address is **105 E. Palmetto Park Road, Boca Raton, FL 33432** of the County of **Palm Beach**, State of **Florida**, grantor, and **BB North, LLC, a Delaware limited liability company** whose post office address is **5901 SW 74th Street, South Miami, FL 33143** of the County of **Miami-Dade**, State of **Florida**, grantee,

Witnesseth that said GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said GRANTEE, and GRANTEE's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County**, **Florida**, to-wit:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY THIS REFERENCE

Subject to restrictions, reservations and easements of record, if any, but this reference shall not act to reimpose same, and taxes subsequent to 2021.

and said GRANTOR does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

[THIS SPACE INTENTIONALLY LEFT BLANK]
[Signature on Following Page]

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: Stacy Candia

Witness
Printed Name: Sally Ollarvide

First Avenue Boynton, LLC , a Florida Limited Liability Company

By: _____ (Seal)
Arthur B. D'Almeida, its Manager
P.O. Address: 105 E. Palmetto Park Road, Boca Raton, FL 33432

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 3rd day of May, 2022 by Arthur B. D'Almeida, Manager of First Avenue Boynton, LLC , a Florida Limited Liability Company, on behalf of and as an act of the limited liability company, who [X] is personally known or [ ] has produced a Florida driver license as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

SALLY OLLARVIDE
Commission # HH 096901
Expires March 8, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Legal Description

EXHIBIT "A"

Lots 2 and 3, Block 5, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one-half of the 20 foot alley lying south of said Lots 2 and 3, and together with that part of the south one-half of N.E. 1st Avenue lying north of said Lots 2 and 3, all abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

Parcel Identification No. 08-43-45-28-03-005-0020

This Document Prepared By and Return to:

Arthur B. D'Almeida, P.A.
105 E. Palmetto Park Road
Boca Raton, FL33432
(561) 368-4674

Parcel Identification Nos.
PCN: 08-43-45-28-03-002-0020
PCN: 08-43-45-28-03-002-0110

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture, made this 3rd **day of May, 2022** between **422 Boynton Partners L.L.C., a Florida limited liability company** whose post office address is **105 East Palmetto Park Road, Boca Raton, FL 33432** of the County of **Palm Beach**, State of **Florida**, grantor, and **BB North, LLC, a Delaware limited liability company** whose post office address is **5901 SW 74th Street, South Miami, FL 33143** of the County of **Miami-Dade**, State of **Florida**, grantee,

Witnesseth that said GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said GRANTEE, and GRANTEE's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County**, **Florida**, to-wit:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY THIS REFERENCE

Subject to restrictions, reservations and easements of record, if any, but this reference shall not act to reimpose same, and taxes subsequent to 2021.

and said GRANTOR does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

[THIS SPACE INTENTIONALLY LEFT BLANK]
[Signature on Following Page]

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: Stacy Candra

Witness
Printed Name: Sally Ollarvide

422 Boynton Partners L.L.C., a Florida Limited Liability Company

By: _____ (Seal)
Arthur B. D'Almeida, its Authorized Member
P.O. Address: 105 E. Palmetto Park Road, Boca Raton, FL 33432

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 3rd day of May, 2022 by Arthur B. D'Almeida, Authorized Member of 422 Boynton Partners L.L.C., a Florida Limited Liability Company, on behalf of and as an act of the limited liability company, who [X] is personally known or [_] has produced a Florida driver license as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

SALLY OLLARVIDE
Commission # HH 096901
Expires March 8, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Legal Description

EXHIBIT "A"

PARCEL ONE

Lot 2, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one-half of the 20 foot alley lying south thereof abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

PCN: 08-43-45-28-03-002-0020

PARCEL TWO

Lots 11, 12 and 13, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the south one-half of the 20 foot alley lying north of said Lots 11, 12 and 13, and together with that part of the north one-half of N.E. 1st Avenue lying south of said Lots 11, 12 and 13, all abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida

PCN: 08-43-45-28-03-002-0110

This Document Prepared By and Return to:

Arthur B. D'Almeida, P.A.
105 E. Palmetto Park Road
Boca Raton, FL33432
(561) 368-4674

Parcel Identification No. 08-43-45-28-03-002-0030

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture, made this 3rd **day of May, 2022** between **416 Boynton, LLC, a Florida limited liability company** whose post office address is **105 E. Palmetto Park Road, Boca Raton, FL 33432** of the County of **Palm Beach**, State of **Florida**, grantor, and **BB North, LLC, a Delaware limited liability company** whose post office address is **5901 SW 74th Street, South Miami, FL 33143** of the County of **Miami-Dade**, State of **Florida**, grantee,

Witnesseth that said GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said GRANTEE, and GRANTEE's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County**, **Florida**, to-wit:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY THIS REFERENCE

Subject to restrictions, reservations and easements of record, if any, but this reference shall not act to reimpose same, and taxes subsequent to 2021.

and said GRANTOR does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

[THIS SPACE INTENTIONALLY LEFT BLANK]
[Signature on Following Page]

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

416 Boynton, LLC, a Florida Limited Liability Company

Witness
Printed Name: Stacy Candia

By: _____ (Seal)
Arthur B. D'Almeida, its Authorized Member
P.O. Address: 105 E. Palmetto Park Road, Boca Raton, FL 33432

Witness
Printed Name: Sally Ollarvide

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 3rd day of May, 2022 by Arthur B. D'Almeida, Authorized Member of 416 Boynton, LLC, a Florida Limited Liability Company, on behalf of and as an act of the limited liability company, who [X] is personally known or [_] has produced a Florida driver license as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

SALLY OLLARVIDE
Commission # HH 096901
Expires March 8, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Legal Description

EXHIBIT "A"

Lots 3 and 4, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one-half of the 20 foot alley lying south thereof abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

Parcel Control No. 08-43-45-28-03-002-0030

This Document Prepared By and Return to:

Arthur B. D'Almeida, P.A.
105 E. Palmetto Park Road
Boca Raton, FL33432
(561) 368-4674

Parcel Identification No. 08-43-45-28-03-002-0050

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture, made this 3rd **day of May, 2022** between **Boynton Beach Property Holdings, LLC , a Florida limited liability company** whose post office address is **105 East Palmetto Park Road, Boca Raton, FL 33432** of the County of **Palm Beach**, State of **Florida**, grantor, and **BB North, LLC, a Delaware limited liability company** whose post office address is **5901 SW 74th Street, South Miami, FL 33143** of the County of **Miami-Dade**, State of **Florida**, grantee,

Witnesseth that said GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said GRANTEE, and GRANTEE's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County**, **Florida**, to-wit:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY THIS REFERENCE

Subject to restrictions, reservations and easements of record, if any, but this reference shall not act to reimpose same, and taxes subsequent to 2021.

and said GRANTOR does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

[THIS SPACE INTENTIONALLY LEFT BLANK]
[Signature on Following Page]

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: Stacy Candia

Witness
Printed Name: Sally Ollarvide

Boynton Beach Property Holdings, LLC , a Florida Limited Liability Company

By: _____ (Seal)
Arthur B. D'Almeida, its Manager
P.O. Address: 105 E. Palmetto Park Road, Boca Raton, FL 33432

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 3rd day of May, 2022 by Arthur B. D'Almeida, Manager of Boynton Beach Property Holdings, LLC , a Florida Limited Liability Company, on behalf of and as an act of the limited liability company, who [X] is personally known or [_] has produced a Florida driver license as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

SALLY OLLARVIDE
Commission # HH 096901
Expires March 8, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Legal Description

EXHIBIT "A"

Lots 5 and 6, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one-half of the 20 foot alley lying south thereof abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

PCN: 08-43-45-28-03-002-0050

This Document Prepared By and Return to:

Arthur B. D'Almeida, P.A.
105 E. Palmetto Park Road
Boca Raton, FL33432
(561) 368-4674

Parcel Identification Nos.
08-43-45-28-03-002-0070; 08-43-45-28-03-002-0080;
08-43-45-28-03-005-0040; 08-43-45-28-03-005-0091;
08-43-45-28-03-005-0100

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture, made this 3rd **day of May, 2022** between **206 Boynton, LLC, a Florida limited liability company** whose post office address is **105 E. Palmetto Park Road, Boca Raton, FL 33432** of the County of **Palm Beach**, State of **Florida**, grantor, and **BB North, LLC, a Delaware limited liability company** whose post office address is **5901 SW 74th Street, South Miami, FL 33143** of the County of **Miami-Dade**, State of **Florida**, grantee,

Witnesseth that said GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said GRANTEE, and GRANTEE's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County**, **Florida**, to-wit:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY THIS REFERENCE

Subject to restrictions, reservations and easements of record, if any, but this reference shall not act to reimpose same, and taxes subsequent to 2021.

and said GRANTOR does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

[THIS SPACE INTENTIONALLY LEFT BLANK]
[Signature on Following Page]

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

206 Boynton, LLC, a ~~Florida~~ Limited Liability Company

Witness
Printed Name: Stacy Candia

By: _____ (Seal)
Arthur B. D'Almeida, its Authorized Member
P.O. Address: 105 E. Palmetto Park Road, Boca Raton, FL 33432

Witness
Printed Name: Sally Ollarvide

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 3rd day of May, 2022 by Arthur B. D'Almeida, Authorized Member of 206 Boynton, LLC, a Florida Limited Liability Company, on behalf of and as an act of the limited liability company, who [X] is personally known or [_] has produced a Florida driver license as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

SALLY OLLARVIDE
Commission # HH 096901
Expires March 8, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Legal Description

EXHIBIT "A"

PARCEL ONE

Lot 7, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one-half of the 20 foot alley lying south thereof abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida. LESS those lands conveyed to the State of Florida, for the use and benefit of the State Road Department of Florida, by the Special Warranty Deed recorded in Official Records Book 1324, page 13 of the public records of Palm Beach County, Florida.

Parcel Control No. 08-43-45-28-03-002-0070

PARCEL TWO

Lots 8, 9 and 10, Block 2, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the south one-half of the 20 foot alley lying north of said Lots 8, 9 and 10, and together with that part of the north one-half of N.E. 1st Avenue lying south of said Lots 8, 9 and 10, all abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

Parcel Control No. 08-43-45-28-03-002-0080

PARCEL THREE

Lots 4, 5 and 6, Block 5, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the north one-half of the 20 foot alley lying south of said Lots 4, 5 and 6, and together with that part of the south one-half of N.E. 1st Avenue lying north of said Lots 4, 5 and 6, all abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

AND

The East 30 feet of Lot 9 and Lots 10 and 11, Block 5, of TOWN OF BOYNTON, according to the plat thereof recorded in Plat Book 1, page 23 of the public records of Palm Beach County, Florida, together with that part of the south one-half of the 20 foot alley lying north of said East 30 feet of Lot 9 and Lots 10 and 11 abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in Official Records Book 30293, page 1088 of the public records of Palm Beach County, Florida.

Parcel Control No. 08-43-45-28-03-005-0040
Parcel Control No. 08-43-45-28-03-005-0091
Parcel Control No. 08-43-45-28-03-005-0100

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Commission Meeting Minutes.

Requested Action: Approve minutes from the February 4, 2025 and February 18, 2025 City Commission Meetings.

Explanation of Request: The City Commission met on February 4, 2025 and February 18, 2025, and minutes were prepared from the notes taken at the meetings. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

How will this affect city programs or services? A record of the actions taken by the City Commission will be maintained as a permanent record.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget from this item.

Attachments:
City Commission Minutes February 4, 2025.docx
City Commission Minutes February 18, 2025.docx

Minutes of the City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, February 4, 2025, at 6:00 P.M.

Present:

Mayor Ty Penserga
Vice Mayor Aimee Kelley
Commissioner Angela Cruz
Commissioner Woodrow L. Hay
Commissioner Thomas Turkin

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesús, City Clerk

1. Agenda Items

A. Call to Order –Mayor Ty Penserga

Mayor Penserga called the meeting to order at 6:00 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll.

Invocation by Commissioner Woodrow Hay

Invocation was given by Commissioner Hay.

Pledge of Allegiance to the Flag led by Commissioner Angela Cruz.

The Pledge of Allegiance was led by Commissioner Cruz.

B. Agenda Approval:
1. Additions, Deletions, Corrections

Vice Mayor Kelley added a discussion regarding the Minor Road Extension and an update on Fire Station # 3 to the next Commission Meeting.

City Manager Dugger stated that they can provide a brief preliminary tonight and a more extended one next meeting.

Vice Mayor Kelley said she was comfortable with both being presented at the next meeting.

Commissioner Cruz stated that she previously requested a discussion regarding construction hours within residential hours and wanted to make sure it is added to future agenda.

Commissioner Hay asked to add a discussion regarding fluoride in the water to the future agenda.

City Manager Dugger stated that they will discuss it after the federal government has their discussion on it.

Vice Mayor Kelley asked to have the future agenda items that were requested at the last meeting to be added to the list and Mayor Penserga's request for beautification.

2. Adoption

Motion:

Commissioner Turkin moved to approve the agenda, as amended. Vice Mayor Kelley seconded the motion. The motion passed unanimously.

2. Other

A. Informational items by the Members of the City Commission.

Commissioner Cruz stated that she spoke with staff and Bonnie Miskel regarding item #8A.

Vice Mayor Kelley thanked our Arts and Cultural Team for the Kinetic Art experience and said that it was a great time.

Commissioner Hay recognized prominent black leaders in appreciation for Black History Month. Commissioner Hay also announced that this Friday, February 7th, from 5:00 P.M. to 9:00 P.M., the First Fridays Black History Month edition will feature the premiere of *Curfew to Unity*, a documentary highlighting Boynton Beach's Unity project, and it will take place at Centennial Park Amphitheater. He also highlighted the success of the Kinetic Art event.

Commissioner Turkin stated that he spoke with staff and Bonnie Miskel regarding item #8A.

3. Announcements, Community and Special Events and Presentations

A. Proclamation- Recognition of the Boca Raton Bowl and its positive impact on the City of Boynton Beach.

Item 3 was heard immediately following public comments.

B. Announcement- The Magic Wheels & Special Deals event.

Mayor Penserga announced the event.

C. Announcement- Boynton Beach's Dog "Paw-ty" on the Beach.

Mayor Penserga announced the event.

D. Announcement- 13th Annual Barrier Free 5K.

Mayor Penserga announced the event.

4. Public Comments on Consent Agenda Items

Public Comments on Consent Agenda Items: Any citizen may be heard concerning any matter on the Consent Agenda. Speakers will be limited to 3-minute presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission).

Ralph Siranni requested improvements at Jaycee Park, including repositioning the sprinkling system, adding shade protection, larger signage for digging, a storage locker for court equipment, and benches.

David Merker thanked Commissioner Hay for speaking about Black History Month, emphasizing its role in bringing people together. He also discussed the CRA Board and the importance of citizen involvement in board decisions, including firing and hiring the City Manager and Attorney.

Christie [no last name provided] expressed concerns about a tenant on 3rd Avenue with overgrown grass, mentioning that despite Commissioner Turkin's efforts to address the issue, nothing was done. She also noted that the Seacrest and Boynton Beach intersection had been covered with black tar, which obstructed the original brickwork.

Dominick Vargas introduced himself as a Candidate for District 3 and stressed the importance of voting, and encouraged residents to vote on March 11. He also emphasized the significance of reapplying for voting by mail.

Ren Stein gave kudos to the Police Department for its presence in his neighborhood, reporting no issues in the past two weeks. He also commended the Building Department but raised concerns about the accuracy of the website and outdated City ordinances with potential loopholes.

Susan Oyer commented on the MLK Quote for Black History Month, discussed the need to transfer the title of the Andrews House from the developer to the City, and praised the Kinetic Event. She also mentioned the City's intersection lighting and suggested painting the City logo at intersections.

Charles Hunt discussed code enforcement liens on Rolling Greens homes, stating that no action had been taken. He also mentioned an altercation involving the manager and a

resident and called for intolerance of such actions.

Mike Fitzpatrick spoke about the Andrews House, expressing frustration that no progress had been made. He urged the developer to find a way to move the house and emphasized the importance of preserving its history.

Tom Warranty mentioned the 100th Anniversary of the Women's Club in March and the Andrews House Committee's brochure. He asked for clarification regarding the house's move, including details on the negotiator and the next steps, and requested earmarked funds for the move.

Barbara Ready discussed the mobility study, highlighting the large agenda backup, and expressed hope that the train station proposal would be scrapped. She also suggested that the developer of the Villages should help fund the Andrews House move.

Carl Jones raised concerns about large signs and speed bumps on his street, making navigation difficult. He stated these were installed without prior notification.

Flynn Holland applauded the Kinetic Show and Police presence on Seacrest, noting that tickets were being issued. She also requested an update on the Andrews House.

Edgar Burton thanked the Commission and spoke about his birthday celebration, where he gave away items to the community. He acknowledged those who helped, including staff and residents, and mentioned mental health care sign-ups.

Courtlandt McQuire spoke about the Andrews House and the CRA Advisory Board's consensus to relocate it near the Magnusson House.

Kathy [no last name provided] questioned how the demolition permit for the Andrews House was issued, expressing concerns over the amount of City funds being allocated to developers.

Charles Gerragi joined virtually and shared a situation he had emailed to staff, mentioning a crime epidemic in the City and requesting the City's cooperation. He emphasized the importance of addressing this issue in order to create a safer community.

3A. Proclamation- Recognition of the Boca Raton Bowl and its positive impact on the City of Boynton Beach.

Mayor Penserga read the proclamation into the record.

Doug Mosley thanked staff for their cooperation. He mentioned that it is a tradition of giving of a game ball so there are footballs for every member of the City Commission. He spoke about working with the City in the future, and thanked staff for the partnership.

5. Administrative

A. Advisory Board Appointments.

Motion:

Commissioner Cruz moved to approve Shannon Schmitz as the Citizen who represents essential services personnel for the Affordable Housing Advisory Committee. Commissioner Hay seconded the motion. The motion passed unanimously.

Motion:

Commissioner Cruz moved to approve Barry Doctor, as an alternate member to the Recreation and Parks Board. Commissioner Hay seconded the motion. The motion passed unanimously.

6. Consent Agenda

A. Proposed Resolution No. R25-030- Approve a Letter of Commitment for the City of Boynton Beach to become an Interstate Renewable Energy Council (IREC) Charging Smart designated community.

B. Proposed Resolution No. R25-031- Approving a Piggyback Agreement with Kone, Inc. to supply Citywide elevator maintenance and repair services in an amount not to exceed $100,000 annually, piggybacking Omnia contract #EV2516, which expires 11/30/2029.

C. Proposed Resolution No. R25-032- Approve a temporary On-The-Job Training Agreement with Florida Division of Vocational Rehabilitation.

D. Proposed Resolution No. R25-033- Approve and award ITB# REC25-013B-Galaxy Park Field Lighting Project with Davco Electrical Contractors Corporation to complete the installation of field lighting at Galaxy Park project for $515,892.88 plus a contingency of 10% or $51,589.29 bringing the total potential project allocation to $567,482.17.

E. Proposed Resolution No. R25-034- Approve an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach CRA for the reimbursement of construction costs associated with the Neighborhood Officer Policing Program located within the Boynton Beach Community Redevelopment Area.

F. FY2023-24 Financial/Budget Status Report for General Fund and Utility Fund Year-End at September, 2024.

G. Proposed Resolution No. R25-035- Approve Task Order No. GESUT-2C-04-25 with CDM Smith, Inc. to assist the City in reviewing, refining, and updating

its base construction contract specifications, for a not-to-exceed amount of $65,791.

H. Proposed Resolution No. R25-036- Adopt the City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects.

I. Proposed Resolution No. R25-037- Approve the Settlement and Release for $200,000 in connection with claim nos. 0636004 and 06370097 for Workers Compensation injuries that occurred on October 23, 2022 and September 21, 2024.

J. Proposed Resolution No. R25-038- Authorizing the City to apply for the Climate Smart Communities Initiative's Grant Program to advance community-based climate resilience efforts in the amount of $100,000, and if awarded, authorizing the City to accept the grant and authorizing execution of all future documents associated with the grant, subject to the approval of the City Attorney.

K. Proposed Resolution No. R25-039- Approve Substantial Amendment to the Community Development Block Grant FY 2022.

L. Commission Meeting Minutes.

Mayor Penserga pulled item #6H for discussion.

Commissioner Hay pulled items #6A, 6D, and 6I for discussion.

Motion:

Commissioner Turkin moved to approve the remainder of the consent agenda. Commissioner Cruz seconded the motion. The motion passed unanimously.

6A. Proposed Resolution No. R25-030- Approve a Letter of Commitment for the City of Boynton Beach to become an Interstate Renewable Energy Council (IREC) Charging Smart designated community.

Commissioner Hay asked for more explanation to ensure the benefit of the public.

Deputy City Manager Andrew Mack spoke about the program that will help the solar projects, which will help plan infrastructure projects in the City.

Motion:

Commissioner Hay moved to approve Resolution No. R25-030. Commissioner Turkin seconded the motion. The motion passed unanimously.

6D. Proposed Resolution No. R25-033- Approve and award ITB# REC25-

013B- Galaxy Park Field Lighting Project with Davco Electrical Contractors Corporation to complete the installation of field lighting at Galaxy Park project for $515,892.88 plus a contingency of 10% or $51,589.29 bringing the total potential project allocation to $567,482.17.

Commissioner Hay stated that he would like the explanation to be provided to residents, to explain the benefits it would bring to both the residents and the City.

Deputy City Manager Mack discussed the renovations at Galaxy Park, explaining that the improvements would make the facility more accessible in the evening.

Commissioner Hay inquired about additional benefits.

Deputy City Manager Mack noted that the renovated space would be available for use by different organizations.

Commissioner Hay asked whether these requestors would go through the City or the school.

Deputy City Manager Mack clarified that they would go through the City.

Motion:

Commissioner Hay moved to approve Resolution No. R25-033. Vice Mayor Kelley seconded the motion. The motion passed unanimously.

6H. Proposed Resolution No. R25-036- Adopt the City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects.

City Attorney Lamb requested to have the discussion at the same time as 8B, so that there is one discussion.

The motion for Item 6H occurred immediately following Item 8B.

Motion:

Commissioner Hay moved to approve Resolution No. R25-036. Commissioner Cruz seconded the motion. The motion passed unanimously.

6I. Proposed Resolution No. R25-037- Approve the Settlement and Release for $200,000 in connection with claim nos. 0636004 and 06370097 for Workers Compensation injuries that occurred on October 23, 2022 and September 21, 2024.

City Attorney Lamb explained the situation, stating that this individual was initially involved in a minor claim but was then hit by a drunk driver while at work. She mentioned that as

a result, the individual is unable to return to work as a Police Officer. She stated that the City is seeking to resolve both claims for a total of $200,000, which will settle all claims.

Motion:

Commissioner Hay moved to approve Resolution No. R25-037. Commissioner Turkin seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases over $100,000

A. Proposed Resolution No. R25-040- Approve single-source purchase and issuance of a purchase order for a Vapex Radical Odor Control System for Master Lift Station # 317 from Vapex Environmental Technologies, LLC for an amount of $169,750.

B. Proposed Resolution No. R25-041- Approve Task Order No. GESUT-3C-03-25 with Carollo Engineers, Inc. to update and calibrate the City's wastewater model and the City's potable water model and services to convert the wastewater model from Innovyze InfoSWMM to Bentley SewerGEMS and the potable water model from Innovyze InfoWater to Bentley WaterGEMS, for a not-to-exceed amount of $400,000.

C. Proposed Resolution No. R25-042- Approving First Amendment to Piggyback Agreement between the City and Centerline Drilling, Inc. for continuing well maintenance and rehabilitation services increasing the annual not to exceed expenditure amount from $200,000 to $300,000.

D. Proposed Resolution No. R25-043- Award Request for Proposal No. BD25-014R for Supplemental Building Inspections and Plan Review Services to C.A.P. Government, Inc., GFA International, Inc. d/b/a Universal Engineering Sciences, Inc., and Calvin, Giordano & Associates, Inc., and approve Professional Services Agreements for a three-year term with the option to renew for one additional two-year term with the awarded Consultants who will be utilized on an "as needed basis" with an annual expenditure not to exceed $400,000 in the aggregate.

E. Proposed Resolution No. R25-044- Award Invitation to Bid No. UTL 25-002 for West Water Treatment Plant Water Quality Laboratory Renovation to East Coast Construction Group, Inc., and approve the Agreement between the City and East Coast Construction Group, Inc. in the amount of $1,898,290 with an additional 10% contingency in the amount of $189,829 for staff-authorized change orders to address unforeseen conditions, bringing the total not-to-exceed contract and purchase order amount to $2,088,119. Additionally, approve a budget transfer to allocate sufficient funding for this project.

Motion:

Commissioner Hay moved to approve the Consent Bids and Purchases over $100,000.

Vice Mayor Kelley seconded the motion. The motion passed unanimously.

8. Public Hearing

6 p.m. or as soon thereafter as the agenda permits.The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. Proposed Ordinance No. 25-001- First Reading- An Ordinance of the City of Boynton Beach, Florida, approving the abandonment of the twenty-foot (20') wide alley abutting the approved Villages of East Ocean (north) mixed-use development as recorded in Plat Book 1, Page 23 of the public records of Palm Beach County; authorizing the City Manager to execute a disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; and providing an effective date.

City Clerk De Jesús swore in those intending to speak.

Vice Mayor Turkin said regarding Items 8A that he has had ex-parte communication, has received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Commissioner Hay said regarding Items 8A that he has had any ex-parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Mayor Penserga said regarding Items 8A that he has not had any ex-parte communication, has received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Vice Mayor Kelley said regarding Items 8A that she has not had any ex-parte communication, has received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Commissioner Cruz said regarding Items 8A that she has had ex-parte communication, has received written communication, has not conducted an investigation, has not made a site visit, and has received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

City Clerk De Jesús read the title into the record.

Bonnie Miskel, on behalf of the applicant, spoke about the following: request; approved site plan; and aerial of the site plan.

Mayor Penserga requested to hear from staff.

Luis Benscome, Principal Planner, stated that staff does not have much to add, and mentioned that it a small alley and that it does not have a public purpose. He noted that staff recommends approval.

Commissioner Cruz stated that the residents asked if this will increase the density of the site.

Amanda Radigan, Planning and Development Director, stated that the abandonment will not affect the project, unless the entire project was brought forth to the City Commission to rezone the parcel. She confirmed that it would not affect the density.

Commissioner Cruz stated that the concerns of the residents have been the moving of the Andrews House and getting funding in exchange for this piece of property. She mentioned that she has had conversations with all parties and asked about expanding the art fee to move historic structures, because the 1% can be significant. She asked if there is consensus to open that avenue.

Ms. Miskel clarified the point about the law, that her developer refrained from exercising his right to demolish the Andrews House. She said that this is a great suggestion, but he has no legal obligation to keep the structure or pay for moving it, but he is willing to help the City.

Ms. Radigan spoke about expanding the art fee and some of the things they could use the funds for. She said that the developer is now interested in moving the property and using it for a public purpose. She mentioned that there are many possible options, and that what it suggested would require a code amendment.

Commissioner Cruz asked if they can have a code amendment to allow for the use of the art fee to move the Andrews House.

Ms. Radigan stated that it does not have a historic designation, so she does not want to tie up the funds on historic purposes if it is not going to be able to be used for this.

Commissioner Turkin stated that he is glad to hear about the expansion of the art fee. He asked for clarification on the timeline of why this is just now being requested.

Ms. Radigan spoke about the site plan and the abandonment history, and the benefits to the City for this.

Commissioner Turkin asked if this is City initiated.

Ms. Radigan said that the City did not initiate it, but it came out of the conversation of cleaning up the plat.

Commissioner Turkin asked if we could legally ask for something in return.

City Attorney Lamb spoke about the quasi-judicial capacity and being strict about what is approved and not approved. She explained what they could and could not ask for.

Ms. Miskel clarified that there are other partners in the deal, so these are two separate developers.

City Attorney Lamb continued clarifying what is prohibited and not being able to use conditions to approve this.

Commissioner Turkin spoke about a deed restriction and appraised values of our properties. He thanked the client for preserving the house and said that he would like to have the Andrews House Board at the table, so there is communication. He said that the meeting would be next Saturday morning. He asked for a point of contact from the City for weekly check-ins on this property.

Mayor Penserga opened to public comment.

Susan Oyer stated that this easement has value to it, and it belongs to the City, and we should not just give it to someone. She spoke about the funding options for the movement of the Andrews House.

Mike Fitzpatrick stated that he is not prepared because residents usually cannot speak at first reading. He said that as Bonnie pointed out, there are a lot of smart people in the room, and he is optimistic that it will work out.

Marc Karageorge stated that we heard from one of the best staffers and developers in the county, and we should go with their recommendation. He spoke about the developer budgeting the demolition of the house and apply it to the move of the house.

Barbara Ready stated that they learned something new, that the two parcels are not owned by the same developers, and she understands not being able to make a deal for this parcel. She said that we are going to have another bite of the apple and that she appreciates everyone not giving up on this.

Mayor Penserga closed public comment.

City Attorney Lamb stated that the LDRs and current code does not allow for the appraisal and assessing the value of the abandonment.

Ms. Miskel spoke about the surplusing provision in the state law, where the appraisal can be done.

Ms. Radigan clarified that should the applicant do a Live Local Project, the site plan would not come to Commission. She said that there will be other applications that are required

that will have to come before the Commission and they could negotiate then.

Commissioner Cruz asked for an update on the study she requested last time, to move the Andrews House.

Deputy City Manager Mack stated that they are waiting on direction from the CRA Director. He mentioned that there is missing information, and a written agreement.

Assistant City Manager Adam Temple stated that one of the items discussed is getting with the land owner about withdrawing the demolition permit, and spoke about what was done regarding that. He stated that there is a community survey that was developed and will be sent out.

Commissioner Cruz said that she is waiting to hear if it can be moved to the site they are requesting.

Motion:

Commissioner Hay moved to approve Ordinance No 25-001, on first reading. Vice Mayor Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

B. Proposed Ordinance No. 25-002- First Reading- An Ordinance of the City of Boynton Beach, Florida, amending Code of Ordinances Part III, "Land Development Regulations," Chapter 1, "General Administration," Article II, "Definitions," and Chapter 2, "Land Development Process," Article VI, "Impact and Selected Fees," Section 7, "Palm Beach County Fees" and establishing Section 10, "Mobility Fees;" providing for update of definitions; providing for repeal of the collection of County road impact fees within the mobility fee assessment area; providing for collection of mobility fees within the mobility fee assessment area; providing for authority; setting forth general provisions for mobility fees, definitions, purpose, the mobility fee technical report, and rules of construction; providing for imposition and a mobility fee schedule; providing for establishment of a mobility fee assessment area; providing for the process for review of alternative and special fee determinations, credits, establishment of a mobility fee benefit district, fund accounts, expenditures, refunds, effects on land development regulations, development of an administrative procedures and service charges, requirements for annual reporting, review and updates, agreements, interlocal agreements, vested rights, and penalties for violations; providing for conflicts; providing for severability; providing for scrivener's errors; providing for liberal interpretation; providing for modifications; providing for conflicts, severability and an effective date.

City Clerk De Jesús read the title into the record.

Jonathan Paul, Principal from Nue Urban Concepts, spoke about the following: mobility fee and updated mobility plans projects; executive summary; House Bill 479- adopted

2024; why is the City developing a mobility fee; mobility fee assessment area; how are road impact fees different from mobility fees; county road impact fees collected from development in the City; updated mobility plan projects; streets plan (focus on City streets); multimodal corridors plan; transit plan; North Miami Mobility Plan example; transit plan/ mobility hub once environments; downtown development (provided for reference purposes); downtown development parking inventory; downtown park once environment; how to implement a mobility fee; developing a mobility fee; mobility fee calculations; mobility fee schedule; mobility fee examples; mobility fee (additive fee examples); City mobility fees vs. County road impact fee; immediate next steps; next steps after adoption; and comments and questions.

Mayor Penserga thanked Mr. Paul for his report, and he spoke about the $32 million collected out of the City and only $2 million came back to the City.

Mr. Paul spoke about the disparity of the City paying the most and getting the least back.

Mayor Penserga said that he supports this mobility fee because we need to invest the money back into our own transportation needs. He said that we have been neglected in the process, by the County.

Vice Mayor Kelley stated that we have several County and FDOT roads, and asked how do we set aside money for us to have funds to do the City's projects.

Mr. Paul said that we could offer to the County that we use the funds to make improvements on the roadway, with their permission.

Vice Mayor Kelley asked Mr. Paul if he is seeing cooperation with the County and State when it comes to roads, when we have the funding mechanism. She mentioned that we run into hiccups because our major roads do not belong to us.

Mr. Paul responded that it has been very successful to advance and leverage projects. He said that PBC has been difficult, but Palm Beach Gardens has gone fully into this. He mentioned other municipalities that have moved forward with this, such as Palm Springs. He said that his hope is that there will be a greater level of cooperation.

Ms. Radigan mentioned that she does not believe we will be in a worse position, because we will have more funding coming into the City and can negotiate.

Vice Mayor Kelley said that this is a long time coming and she is excited to see this moving forward.

Commissioner Hay spoke about going with a mobility fee vs the impact fee, and asked what measures are in place to ensure that low-income communities are not disproportionally paying fees.

Mr. Paul spoke about establishing a program to waive fees for affordable housing, which

is allowed by Florida Statutes.

Commissioner Hay asked about development being charged a flat rate or by square footage.

Mr. Paul spoke about the difference.

Ms. Radigan stated that this decision was discussed and spoke about the decision that they went with. She mentioned that underserved areas, they want to make sure that mobility is in those areas.

Commissioner Hay asked about the long-term mobility and sustainability plan.

Ms. Radigan explained the history of what has been done, and what will happen if this is adopted.

Deputy City Manager Mack asked if housing fund dollars could be used to offset the mobility fees.

Ms. Radigan spoke about the credits that could be used on existing fees, and the different options that they could go with.

Commissioner Turkin asked if we still have time to play around with what those fees look like.

Mr. Paul confirmed that they are scheduled for the 18th, but they could push this back.

Commissioner Turkin spoke about incentivizing the residents regarding these fees. He asked if there is a minimum of the size of the units, because he does not want developers to build smaller units to avoid the fee.

Ms. Radigan explained that they could do per unit instead of per square foot.

Vice Mayor Turkin reiterated incentivizing residents that build single family homes.

Motion:

Commissioner Cruz moved to approve Ordinance No 25-002, on first reading. Commissioner Hay seconded the motion. In a roll call vote, the motion passed unanimously.

9. City Manager's Report- None

10. Regular Agenda

11. Future Agenda Items

A. Discussion regarding how to attract more affordable housing within the City.- February 18, 2025. Requested by Vice Mayor Kelley.

B. Discussion regarding Citywide Master Plan to light up the City.- TBD Requested by Commissioner Turkin.

C. Discussion on additional paving in fiscal year 24-25 - TBD Requested by Commissioner Turkin

D. Discussion on utility lift station upgrades and odor control - TBD Requested by Commissioner Hay.

E. Discussion regarding the City's Comprehensive Plan. - TBD Requested by Commissioner Cruz.

F. Discussion regarding requirements for Advisory Board Appointments.- Pending meeting with Vice Mayor Kelley. Requested by Vice Mayor Kelley.

G. Discussion regarding Hazard Pay for Community Standards.- Pending meeting with Commissioner Cruz. Requested by Commissioner Cruz.

H. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- Pending meeting with Commissioner Cruz. Requested by Commissioner Cruz.

I. Discussion regarding combining City properties together to create senior affordable housing . - Pending meeting with Mayor Penserga. Requested by Mayor Penserga.

12. Adjournment

Motion

Commissioner Hay moved to adjourn the meeting. Vice Mayor Kelley seconded the motion. The motion passed unanimously.

There being no further business to discuss, the meeting was adjourned at 8:46 P.M.

CITY OF BOYNTON BEACH ATTEST:

_____

Maylee De Jesús, MPA, MMC
City Clerk

Minutes of the City Commission Meeting
Held Online Via the GoToWebinar Platform and In-Person
at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, February 18, 2025, at 6:00 PM

Present:

Ty Penserga, Mayor
Aimee Kelley, Vice Mayor
Angela Cruz. Commissioner
Woodrow L Hay, Commissioner
Thomas Turkin, Commissioner

Dan Dugger, City Manager
Shawna Lamb, City Attorney
Maylee DeJesus, City Clerk

1) Openings

Call to Order - Mayor Ty Penserga

Mayor Penserga called the meeting to order at 6:00 PM

Roll Call

City Clerk Maylee DeJesus called the Roll. A quorum was present.

Invocation by Pastor Jeff Kelly, First Baptist Church of Boynton Beach

Pastor Kelly gave the Invocation.

Pledge of Allegiance to the Flag led by Vice Mayor Aimee Kelley

Vice Mayor Kelley led the Pledge of Allegiance to the Flag.

Agenda Approval:
1. Additions, Deletions, Corrections

Vice Mayor Kelley added a discussion of Legislative Break for June to the next meeting in March.

Commissioner Cruz asked for Item #10C to be heard before Public Hearing Item #8.

Motion

Commissioner Cruz moved to approve the agenda, as amended. Vice Mayor Kelley seconded the motion. The motion passed unanimously.

2) Other

A. Information Items by members of the City Commission.

City Commissioners to disclose any informational items to the Public.

Commissioner Cruz had no disclosures.

Commissioner Turkin had no disclosures.

Vice Mayor Kelley had no disclosures.

Mayor Penserga had no disclosures.

Commissioner Hay spoke about the City of Boynton Beach and the City's Black History: He noted the first black City Councilman; the first black Police Officer, Bill Butler; Dr. Samuel Lamar Wright Sr., the first Black City Councilman; Ezell Hester, the first African American Appointed Mayor; Lillian Ottis, a teacher and first black female City Commissioner in Boynton Beach; Perry Patterson, the first black Firefighter in Boynton; Latosha Clemons, the first black Female Deputy Fire Chief in Boynton; two Heisman Trophy Winners, Lamar Jackson and Travis Hunter; and Commissioner Woodrow Hay, the First Ordained Mayor to service as City Mayor, Vice Mayor, and Commissioner. He said that Black History is American History.

3) Announcements, Community and Special Events and Presentations

A. Proclamation- 211 Awareness Month.

Mayor Penserga read the proclamation into the record.

Ty Barnes accepted the Proclamation and stated that 211 is the only 24/7 crisis line that is serving this community. He said that they responded to 6,700 Boynton Beach Community needs, and that 65 of those were suicide prevention. He mentioned that there are thousands of resources available through them.

B. Proclamation- The Lord's Place Sleep Out to End Homelessness Awareness Day.

Mayor Penserga read the Proclamation into the record.

John Gilmore accepted the Proclamation. He thanked the Mayor and Commissioners for the Proclamation, and stated that they have a men's campus in Boynton Beach. He spoke about the staff available to help the community, and mentioned that they look forward to continuing to help the community. He spoke about their sleepout event.

4. Public Audience

Susan Oyer noted that the City had its 13th shooting of the year, in the San Castle area. She spoke about transparency and the need for it, and about the well going dry. She asked what the City was going to do, since Florida is running out of water. She spoke about Item #7B being on consent without any discussion, and said that she has a problem with that. She asked when the City was going to finish the Code of Ordinance changes for Community Standards.

Cindy Falco DiCorrado spoke about the following: professional misconduct and stated that everyone on the dais has had misconduct; her alleged attack in the Chambers; FOIA's; lawsuits against Boynton Beach's Police Department; and not finding her video that she has requested.

Ren Stein spoke about how hard it is to find items on the City's website, and the issues that he has with our website. He mentioned that BoyntonBeach.org goes to a Boca Raton website, and that we have a dash in the middle of our website.

Commissioner Cruz stated that if anyone wanted to speak on any subject that they came into speak about, now is the time.

Beth Stanzo spoke about Item #10D, and that the construction is loud and disruptive in her neighborhood. She commented on what happens in her house and her health, as a result of the construction. She said that she is disappointed that Boynton Beach allows construction noise until 10 P.M.

Emilia stated that right now, the noise that is still allowed is ridiculous. She spoke about the families that are having issues sleeping, and can't find peace in their homes. She mentioned that she is awaken throughout the middle of the night and into the morning.

One online Public Comment:

Mike Newer stated that he has had an issue with his neighbors spying into his property, and the City not doing anything about it. He mentioned sending multiple emails to staff to help him with his neighbor's Code issues.

5. Administrative

6. Consent Agenda

A. Proposed Resolution No. R25-045- Ratifying the City’s application for the Florida Department of Environmental Protection’s Resilient Florida Grant to Update the Vulnerability Assessment Project in the amount of $150,000, authorizing the City to accept the Grant, and authorizing the Mayor to execute all documents related to the Grant that do not increase the City’s financial obligations subject to the approval of the City Attorney.

B. Proposed Resolution No. R25-046- Approve the Ninth Amendment to the Interlocal Agreement between the City of Boynton Beach and the City of Delray Beach to change the title of the administrative head of the South-Central Regional Wastewater Treatment and Disposal Board from Plant Manager to Director.

C. Proposed Resolution No. R25-047- Amend CIP 303 Fund project number RP2416 from $73,234 to $88,234, by utilizing $15,000 from fund balance, to cover for a change order to PO 241337, for a total amount of $203,080.80, for unforeseen issues during the construction of Little League/High Point Privacy Wall construction.

D. Proposed Resolution No. R25-051- Approve the First Amendment to the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for Funding an on- demand transportation services pilot program extending the Interlocal Agreement for a one-year period.

E. Schoolhouse Children's Museum Report - First Quarter FY24-25

F. Commission Meeting Minutes.

Commissioner Cruz stated that she is pulling Item #6C.

Motion:

Commissioner Turkin moved to approve the Consent Agenda, as amended. Commissioner Cruz seconded the motion. The motion passed unanimously.

6C. Proposed Resolution No. R25-047- Amend CIP 303 Fund project number RP2416 from $73,234 to $88,234, by utilizing $15,000 from fund balance, to cover for a change order to PO 241337, for a total amount of $203,080.80, for unforeseen issues during the construction of Little League/High Point Privacy Wall construction.

Commissioner Cruz stated that she has a concern in her district, specifically related to Monterrey with the lighting and construction, and she asked when Monterrey will be getting the privacy wall too. She asked how many feet this wall is going to be.

Kevin Ramsey, Public Works Director, said that this wall is completed, and is six feet tall.

Commissioner Cruz stated that Monterrey wants their wall to be taller than six feet.

Andrew Mack, Deputy City Manager, stated that the construction is on a private property, and the City can't spend public funds on private property.

Mayor Penserga recommended adding the matter to a future agenda for further

discussion.

Commissioner Turkin suggested staff reach out to the developer, to see if an adjustment can be made in good faith to the residents

Commissioner Cruz said that she would like to add to a Future Agenda a discussion of having funding in Arts Impact fees expanded.

Commissioner Turkin mentioned this situation being included, that a privacy wall be included on funding with infrastructure instead of art.

Mayor Penserga said that he would add the discussion to a future agenda.

Motion:

Commissioner Cruz moved to approve Proposed Resolution No. R25-047. Commissioner Turkin seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases over $100,000

A. Proposed Resolution No. R25-048- Approve a Piggyback Agreement between the City of Boynton Beach and Morton Salt, Inc., for the purchase and delivery of Sodium Chloride in an amount not to exceed $200,000 per year annually.

B. Proposed Resolution No. R25-049- Approve Task Order No. GESUT-1B- 02-25 with Carollo Engineers, Inc. for professional engineering services, including survey , permitting assistance, design services, and construction management support for the Sea Meadow South- Water & Wastewater Improvements Project. This task order is issued in accordance with RFQ No. CW24-001 (General Engineering Consulting Services Contract, Scope Category B), as awarded by the City Commission on November 19, 2024. The total not-to-exceed amount for this task order is $953,516.55. Additionally , approve a budget transfer to allocate sufficient funding for this project.

C. Proposed Resolution No. R25-050- Award of Task Order No. GESCM- 2J-02-25 and approve a budget amendment to appropriate the funds for Craven Thompson & Associates as the next pre-qualified vendor for the Preliminary Design of South Seacrest streetscape improvements in the amount of $161,170 plus a 10% allowance of $16,117 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $177,287 based on costs provided by Craven Thompson & Associates.

D. Proposed Resolution No. R25-052- Award two (2) task order proposals, Task No. 213 with All County Paving and Task No. 196 with Atlantic Southern Paving and

approve a budget amendment to appropriate funds needed to award All County Paving as the next pre-qualified vendor for the Quantum Boulevard asphalt path in the amount of $164,980 plus a 15% contingency of $24,747 and award Atlantic Southern Paving as the following pre-qualified vendor for the SE 3rd Street improvements in the amount of $305,663.80 plus a 10% contingency of $30,566.38 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $525,957.18 based on costs provided by All County Paving and Atlantic Southern Paving. These task order proposals are issued in accordance with bid number PWE22-008 for "Asphalt and Sidewalk Rehabilitation;" as awarded by the City Commission on April 5th, 2022.

Commissioner Turkin stated that he is pulling Item #7C.

Vice Mayor Kelley stated she is pulling Item #7B.

Motion:

Commissioner Hay moved to approve Consent Bids and Purchases over $100,000, as amended. Commissioner Cruz seconded the motion. The motion passed unanimously.

7B. Proposed Resolution No. R25-049- Approve Task Order No. GESUT-1B- 02-25 with Carollo Engineers, Inc. for professional engineering services, including survey , permitting assistance, design services, and construction management support for the Sea Meadow South- Water & Wastewater Improvements Project. This task order is issued in accordance with RFQ No. CW24-001 (General Engineering Consulting Services Contract, Scope Category B), as awarded by the City Commission on November 19, 2024. The total not-to-exceed amount for this task order is $953,516.55. Additionally , approve a budget transfer to allocate sufficient funding for this project.

Vice Mayor Kelley stated that she pulled this because she has received many phone calls in regard to this, and that she wanted a summary for the public about this investment.

Keith Webber, Assistant Director, Engineering, stated that this is Sea Meadows South, and that the City is replacing all of the water and sewer mains in that community. He spoke about the reason why they are being replaced, and said that if there any issues, they will be able to distinguish if it is the resident's issue or the City's.

Motion:

Vice Mayor Kelley moved to approve Proposed Resolution No. R25-049. Commissioner Turkin seconded the motion. The motion passed unanimously.

7C. Proposed Resolution No. R25-050- Award of Task Order No. GESCM- 2J-02-25 and approve a budget amendment to appropriate the funds for Craven Thompson & Associates as the next pre-qualified vendor for the Preliminary Design of South Seacrest streetscape improvements in the amount of $161,170 plus a 10% allowance of $16,117 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $177,287 based on costs provided by Craven Thompson & Associates.

Commissioner Turkin stated that this project has been a long time coming, over 30 years, and asked for a timeline of how we got here.

Deputy City Manager Mack spoke about this being a continuation of his very first project when he started with the City. He said that these projects were planned over 20 years ago, and it is exciting to see this one get started. He stated that this will beautify the area and reduce speeding. He mentioned working with the County on this project and incorporating this project into the County's overall plan.

Commissioner Turkin stated that he is excited to see this coming, and he praised County Commissioner Marci Woodward for her help in the project.

Motion:

Commissioner Turkin moved to approve Proposed Resolution No. R25-050. Commissioner Hay seconded the motion. The motion passed unanimously.

10C. Discussion regarding construction hours near residential locations.
(Heard out of Order)

Adam Temple, Assistant City Manager, stated that staff worked with Commissioner Cruz on this analysis, to get ready for this presentation.

Pat Hart, Community Standards Supervisor, spoke about eight municipalities that they compared our Code to, in regard to construction hours.

Commissioner Cruz thanked staff for doing this research and for coming to the Town Hall meeting in Monterrey. She mentioned that this is complete obstruction of peace and sleep of her constituents.

Mr. Hart stated that they have staff checking Monterrey from 6:00 A.M. to 9:00 A.M. to see if anyone does work during those hours, and they are working with the Police as well.

Commissioner Cruz stated that citizens have a right to a peaceful home. She asked to have a noise litigation waiver explained.

John Kuntzman, Building Director, spoke about the waiver form that was used when City Hall was constructed, and what the rules are with the waiver. He said that for this project, the contractor had the Police on site during a portion of construction, which complied with the regulations. He stated that for another project, they had to have a complaint line, that was available to residents, to keep tabs on it. He spoke about reports that they have had on vibrations in the community.

Mayor Penserga asked who owns the vibration censor.

Mr. Kuntzman stated that they are provided by a third party.

Mayor Penserga said that he would trust it more if the City owned the vibration censor rather than the third party.

Commissioner Turkin said that maybe the City could choose a censor vendor.

Commissioner Cruz stated that she wants to provide relief to these residents and future residents that are near construction locations. She said that she would like to remove the exemption of any construction after designated working hours, especially related to properties adjacent to residential areas within a certain number of feet. She said that the goal is to figure out the distance from residential homes to the building.

Mr. Temple stated that there were a lot of concrete pours needed for this project, and they were trying to remove them from peak hours of traffic.

Mr. Kuntzman spoke about the impact of the number of concrete trucks that are lined up to pour concrete for this project, and that shifting it to daytime hours would cause a huge backup in traffic. He mentioned some of the other reasons why they have been conducting concrete pours at night, instead of during the day.

Commissioner Cruz said that unfortunately this is causing an issue with residents, and she understands the business side of it. She suggested a change of the hours.

Mayor Penserga said that he supported changing the hours and distance from the residences.

Commissioner Cruz said that she proposed constructions hours for 8 A.M.-8 P.M. Monday-Friday, 9 A.M.-8 P.M. on Saturday, and none on Sunday. She stated that this would be for any construction within a certain amount of feet of residential areas.

Commissioner Hay said that he supports this, because quality of life is more important to him, than construction. He stated that he gets a lot of complaints about this as well.

Commissioner Turkin said that he supports this change and suggestion, and that it is important to include the exemption of emergency matters, such as a busted water pipe.

He stated that there is a lot of development that is coming, which was approved, so it is important to get ahead of this now. He mentioned that we are here to enable a policy to make necessary changes.

Vice Mayor Kelley stated that the timing that she is suggesting is even shorter, 10 A.M. to 4 P.M. She said that she is in support of establishing construction times, and doesn't mind making it a little stricter, for at home quiet times in the evenings.

Commissioner Cruz said that she is comfortable with the stricter hours. She asked to allow public comment on this item.

City Attorney Lamb stated that we can come up with an Ordinance with this direction and have public hearings at that time.

Commissioner Turkin stated that he doesn't mind opening up to comments. He asked if the cities we compared to have a separate noise ordinance.

Assistant City Manager Temple responded that they did, and mentioned that the City has a citywide noise ordinance, with a construction portion.

Dan Dugger, City Manager, said that it goes to midnight on the weekends, and spoke about the allowed decibels. He mentioned that if it is after hours, the Police will go there and check the decibel levels and report to Community Standards.

Commissioner Turkin asked to make the noise ordinance stricter as well, because this should be updated. He mentioned that he would like a complete a code overhaul.

Mayor Penserga asked if the City should make a separate Ordinance for construction hours.

City Attorney Lamb stated our that Code of Ordinances is all over the place, and it is very expensive to do an overhaul, but she will determine if they need a completely new ordinance or not. She stated that the next meeting is March 18, which is after a new Board is sworn in.

Commissioner Hay asked if we have measured the decibel levels at Monterrey.

Mr. Hart stated that they have during the day, and it has measured to be in line with what is allowed. He spoke about the rules of how they measure decibel levels.

Commissioner Hay said that he is okay with allowing Public Comments.

Vice Mayor Kelley said that she doesn't want to set a precedent to allow Public Comment for this, when they already spoke during Public Audience. She stated that if we come back with an ordinance, it would allow for public comment.

Commissioner Hay said that he understands, but would like to know which end of the spectrum is the most problematic. He mentioned that they can make an exception.

City Attorney Lamb stated that this is a discussion item and that they can have a Public Comment portion when they come back with an Ordinance.

Mayor Penserga said that the majority of the Board has decided to allow Public Comment.

Beth Stanzone, Monterrey resident, stated that most recently, they had very loud pounding, and that she had to go try to talk to the construction company to mitigate the noise issue. She said that they have pieces of construction that over exceeds the decibel levels, it is not all the time.

Amelia stated that this has been going on for eight months, and that they need help sooner than later. She said that they need some kind of relief today, not later.

Mayor Penserga stated that direction has been given to staff.

Assistant City Manager Temple clarified the direction that was given to staff for a Code change.

Commissioner Cruz said that the purpose is to not allow construction to happen after 8 P.M., and removing the exception.

Commissioner Turkin stated that he is okay to come back to for a special meeting if they need it.

Mayor Penserga said that this is a draft.

Commissioner Cruz said that it should only be when it is adjacent to residential areas, not for other areas.

Commissioner Turkin said that the Board should be able to make changes, but without causing an issue where it doesn't affect residents.

Commissioner Cruz reiterated her direction and said that this is very specific in the Code.

8. Public Hearing

Commissioner Turkin left the dais at 7:33 P.M.

Commissioner Cruz said regarding Items 8A that she has not had any ex-parte communication, has not received written communication, has not conducted an

investigation, has not made a site visit, and has not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Vice Mayor Kelley said regarding Items 8A that she has not had any ex-parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Mayor Penserga said regarding Items 8A that he has not had any ex- parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Commissioner Hay said regarding Items 8A that he has not had any ex- parte communication has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

City Clerk De Jesús read the title into the record.

A. Proposed Ordinance No. 25-001- Second Reading- An Ordinance of the City of Boynton Beach, Florida, approving the abandonment of the twenty-foot (20') wide alley abutting the approved Villages of East Ocean (north) mixed-use development as recorded in Plat Book 1, Page 23 of the public records of Palm Beach County ; authorizing the City Manager to execute a disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County , Florida; and providing an effective date.

David Milledge, Esq., said that Attorney Bonnie Miskel made a full presentation at the last meeting and there have been no changes.

Luis Benscome, Principal Planner, said that there are no changes to this Ordinance.

Mayor Penserga opened to Public Comment.

Susan Oyer said that the City should be getting paid for this, because it is taxpayer and valuable piece of land. She stated that this is an ugly building, and that there is not enough of a setback.

Mayor Penserga closed Public Comment.

Commissioner Cruz commented about the Andrews House, and the art fee expansion that she has requested for the future.

Motion:

Vice Mayor Kelley moved to approve Proposed Ordinance No. 25-001 on Second Reading. Commissioner Hay seconded the motion. The motion passed 4-0, *(Commissioner Turkin was not at the dais.)*

B. Proposed Ordinance No. 25-002- Second Reading- An Ordinance of the City of Boynton Beach, Florida, amending Code of Ordinances Part III, "Land Development Regulations," Chapter 1, "General Administration," Article II, "Definitions," and Chapter 2, "Land Development Process," Article VI, "Impact and Selected Fees," Section 7, "Palm Beach County Fees" and establishing Section 10, "Mobility Fees;" providing for update of definitions; providing for repeal of the collection of County road impact fees within the mobility fee assessment area; providing for collection of mobility fees within the mobility fee assessment area; providing for authority ; setting forth general provisions for mobility fees, definitions, purpose, the mobility fee technical report, and rules of construction; providing for imposition and a mobility fee schedule; providing for establishment of a mobility fee assessment area; providing for the process for review of alternative and special fee determinations, credits, establishment of a mobility fee benefit district, fund accounts, expenditures, refunds, effects on land development regulations, development of an administrative procedures and service charges, requirements for annual reporting, review and updates, agreements, interlocal agreements, vested rights, and penalties for violations; providing for conflicts; providing for severability; providing for scrivener's errors; providing for liberal interpretation; providing for modifications; providing for conflicts, severability and an effective date.

Amanda Radigan, Planning Director, stated that Jonathan Paul had a presentation.

Mr. Paul stated that there have been no changes, and spoke about the City's Mobility Fee and Updated Mobility Plan Projects, as contained in the meeting materials.

City Manager Dugger asked where the $2M was spent in Boynton Beach.

Mr. Paul stated that it was spent on the western periphery of the City, and that none of it has been on the main areas of the City. He spoke about single-family mobility fees per 1,000 sq. ft.; immediate next steps; next steps after adoption; and comments and questions.

Commissioner Turkin returned to the dais at 7:53 PM.

Mayor Penserga opened to Public Comment.

No one came forward and Public Comment was closed.

Khurshid Mohyuddin, Palm Beach County Planning Department, spoke about letters objecting to any attempt by the City, to repeal and replace Palm Beach County's Traffic Concurrency studies, impact fees and proportionate share. He mentioned that the letters were coordinated with the County Attorney's Office and the County believes an attempt to repeal the County's laws would be unconstitutional. He stated that if the City adopts the Ordinance, the County plans to file any litigation necessary.

Susan Oyer stated that the residents are all for this, because this is our chance to get as much money as possible from these large buildings being built. She said that the mobility study still includes the train station, that we don't need and don't want. She suggested that we should be looking at putting trams in the City, and mentioned how amazing they are.

Barbara Ready stated that we don't need the train depot, and that she can't believe that the County is threatening to sue us for not getting money that we have paid.

Mayor Penserga closed Public Comment.

Motion

Commissioner Turkin moved to approve. Vice Mayor Kelley seconded the motion.

City Attorney Lamb stated the County did bring different proposals regarding the rates, and stated that if they approve it as is, it will be for the original rates. She said that they can make changes now, whether they want the 10% or 20% in reduction.

Ms. Radigan spoke about the different proposals.

Commissioner Turkin stated that he would like to reduce it by 20%.

Ms. Radigan asked for them to make a specific motion.

Attorney Lamb motioned suggested the language for the motion be "to approve Item 8 B, as amended, with a 20% reduction for a single family residential, as stated."

Motion

Commissioner Turkin so moved. Vice Mayor Kelley seconded the motion. The motion passed unanimously.

9. City Manager's Report- None

10. Regular Agenda

A. Discussion regarding Workforce Housing and Affordable Housing.

Vice Mayor Kelley stated that a lot has changed since she brought this up, and it opened up a new can of worms. She said that as a result, adjustments have been made to enhance affordable housing.

Amanda Radigan, Director, Planning and Development, spoke about workforce housing and affordable housing as follows: completed affordable housing developments; approved workforce housing developments; workforce housing program; what is the Boynton Beach Housing Trust Fund; potential housing initiatives/programs/incentives; and questions. She noted that the program is voluntary.

Vice Mayor Kelley stated that the incentives of the program are leaning towards attracting funding for the purchase of single-family homes. She said that she would like to see where the funds are directed and establish a true program, and to be the most fiscally responsible as possible.

Commissioner Turkin said that he likes the land acquisition option, and he is not in favor of awarding density. He stated that we need to look at subsidizing senior housing and other housing needs, and that they should look at what we have now, to see how they can help them now as well.

Mayor Penserga recommended figuring out which would increase new housing stock, what would help the current residents, and what would support our current housing stock to make it more affordable.

Ms. Radigan stated that option 1 and 3 would help with new construction. She explained the options.

Mayor Penserga asked about subsidy.

Ms. Radigan spoke about gap units and gap financing.

Commissioner Cruz stated that if we need to subsidize, we need to only subsidize for sale properties, such as single family houses and townhomes, and a portion only for seniors. She said that in her opinion, that although it's great that we get money, we're not in the business of developing land and they would have to rely on someone else to build the product.

There was further discussion regarding subsidizing properties and land acquisitions.

Commissioner Cruz said that she would support land acquisitions for For-Sale properties, and that a percentage would be allocated to seniors.

Ms. Radigan spoke about the difficulty in her ask to add a percentage to the rules for this, but said that she can look at options.

Commissioner Cruz mentioned the CRA, and deed restricting a parcel. She said that she would like to know more information on the legality of Live Local.

Attorney Lamb stated that they can have a conversation.

Ms. Radigan stated that she can share some great resources that they have, and mentioned what the City governs.

Attorney Lamb spoke about preemption and Home Rule.

There was discussion regarding the following: Comprehensive Plan; rezoning; advocating for reduction in density; enhancing green space; mitigation of this housing programs; request for a discussion for minimum-sized units; reason for this conversation about the workforce housing funds and how to use those funds; reiterate the different options; which program would make the most sense; 3 buckets mentioned by the Mayor; who gets the money; reiterating the different housing program options; senior and Veteran housing options; concept of off-site construction; federal funding grant money; and Commission direction.

B. Discussion regarding Miner Road Extension by Palm Beach County.

Vice Mayor Kelley stated that about a year and a half ago, her residents noticed surveying going on, on Miner Road. She mentioned that Miner Road is very narrow, and it is 45 MPH. She spoke about voicing her objection to expanding this road, and that the County said that they were going to do it regardless. She spoke about her conversation with the County regarding the surrounding roads and the data that the County said they had, and what was on the data. She mentioned the County's Five-Year Plan, right of way acquisition fees, and construction of the extension of Miner Road. She suggested that we could, as a Commission, send a letter to object the County's plan.

Mayor Penserga asked how best could we help.

Deputy City Manager Mack stated that we could continue to write letters, and that we should set up meetings with the County, because there will be impacts with this construction. He suggested a letter from the Commission be sent to the County.

Vice Mayor Kelley asked what the status of the animal control is and how that is being handled, because how it is being handled now is not working. She spoke about the complaints coming in regarding leash laws.

City Manager Dugger stated that we could add a full animal control position to the Police Department.

Vice Mayor Kelley said that she's not sure why it was removed, but she supports having a position that is full time here in the City.

Mayor Penserga asked for an update on that.

City Manager Dugger stated that it was a decision from the Police Chief, and that it was hard to replace the Animal Control Officer that retired, but he will explore those options and see what the best option is.

Vice Mayor Kelley said that we shouldn't be hearing about this at the Commission Meeting.

Commissioner Hay gave kudos on the Sims Center project going forward. He said that he would like to add a for staff to look at additional areas for more cemetery plots. He also spoke about allowing people in wheelchairs to get out to the water with beach wheelchairs.

City Manager Dugger said that the City has some, but maybe not enough.

Commissioner Turkin concurred on the Animal Control Officer as a budget amendment and add it back to the budget.

City Manager Dugger said that he could do that administratively with Commission direction.

Vice Mayor Kelley said we should already have that position, and she wants to know what happened to that position.

C. Discussion regarding construction hours near residential locations Requested by Commissioner Cruz

This item was addressed earlier in the meeting.

11. Future Agenda Items

A. Discussion on additional paving in fiscal year 24-25 - March 18, 2025

B. Discussion regarding ethics and behavior of the Commission. – TBD

C. Discussion regarding fluoride in the water.- TBD

D. Discussion regarding the City's Comprehensive Plan. – TBD

E. Discussion regarding Citywide Master Plan to light up the City.- TBD

F. Discussion on utility lift station upgrades and odor control – TBD

G. Discussion regarding requirements for Advisory Board, Appointments.- Pending meeting with Vice Mayor Kelley

H. Discussion regarding Hazard Pay for Community Standards.- Pending meeting with Commissioner Cruz

I. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- Pending meeting with Commissioner Cruz

J. Discussion regarding combining City properties together to create senior affordable housing . - Pending meeting with Mayor Penserga

K. Discuss and provide an update on Fire Station #3, to also include a State of the Fire Department.- TBD

11. Adjournment

Motion:

Vice Mayor Kelley moved to adjourn. Commissioner Turkin seconded the motion. The motion passed unanimously.

There being no further business to discuss, the meeting was adjourned at 8:58 P.M.

CITY OF BOYNTON BEACH
ATTEST:

_____

Maylee De Jesús, MPA, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Approve the one-year extension for RFPs/Bids and/or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for March 18, 2025 - "Request for Extensions and/or Piggybacks."

Requested Action: Staff recommends approval of the one-year extension for RFPs/Bids and/or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for March 18, 2025 - "Request for Extensions and/or Piggybacks."

Explanation of Request:

As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
Everon, LLC	Facility Technology Integration & Security Services	Piggyback Agreement off Region 4 (ESC) and Omnia Partners Contract R220701 City of Boynton Beach Contract # PW24-056	April 1, 2025 - March 31, 2026	Annual Estimated Expenditure $150,000

How will this affect city programs or services?

This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

Budgeted Item: Yes

Account Line Item and Description:

See attached Bids and Piggy-Back Over $100K Report.

Fiscal Impact:

Funds have been budgeted under the line items as noted on the attached report.

Attachments:
$100K over REQUEST FOR BID EXTENSIONS March 18 2025 Report - Exhibit A.docx
R220701_Everon - Exp March 31, 2026.pdf

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS Over $100,000
MARCH 18, 2025

REQUESTING DEPARTMENT: ***Public Works***
DEPARTMENT CONTACT: ***Annalie Holmes***
TERM: ***April 1, 2025, to March 31, 2026***
SOURCE FOR PURCHASE: ***Piggyback Agreement Contract R220701 – Facility Technology Integration & Security Services***
ACCOUNT NUMBER: ***001-2511-519.49-17***
VENDOR(S): ***Everon, LLC***
ANNUAL ESTIMATE: ***$150,000***

DESCRIPTION:
On June 18, 2024, the Commission approved Resolution R24-131, which authorized the City Manager to enter into a piggyback agreement with ADT Commercial, LLC for Facility Technology Integration and Security System Services. The Master Agreement was awarded for an initial term of three years, with two additional one-year renewal options. On December 18, 2024, Amendment No. 1 was executed, changing the contractor from ADT Commercial, LLC to Everon, LLC. Everon, LLC was awarded an annual contract renewal based on the sealed proposal submitted to the Region 4 Education Service Center and Omnia Partners on January 11, 2022. Approve the 1st one-year renewal term from April 1, 2025, through March 31, 2026.

Docusign Envelope ID: 9B7D86FA-3F80-4C71-B0B1-5A075EFC8846

REGION 4
EDUCATION SERVICE CENTER

November 5, 2024

Mr. Scott Wulforst
Director, State Local Government Programs
Everon, LLC
1501 Yamato Road
Boca Raton, FL 33431
Email: scottwulforst@everonsolutions.com

Re: Renewal Award of Contract #R220701

Dear Mr. Wulforst:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 29, 2024, Region 4 ESC is pleased to announce that Everon, LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on January 11, 2022, and subsequent performance thereafter:

Contract

Facility Technology Integration & Security System Services

The contract will expire on March 31, 2026, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Melissa Tillman, at (208) 955-9023 or melissa.tillman@omniapartners.com.

The partnership between Everon, LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:
Adam Tabor
A5A9F62707BB46B...

Adam Tabor, MBA, RTSBA
Director, Procurement

DS

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-069- Approve an annual expenditure increase to the service agreement with Catalis Payments, LLC for billing, mailings, electronic bill presentment, and payment for an updated expenditure of $420,000 per year.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-069.

Explanation of Request: The City currently has a service agreement with Catalis Payments, LLC through resolution R24-177 for the purchase of bill printing, mailing, and electronic bill presentment and lockbox payment services for Utilities and other City departments.

Catalis Payments, LLC delivers a comprehensive and seamless solution for managing utility billing and payment processing. Their system efficiently handles daily billing files, facilitating the distribution of both paper and electronic bills. In addition, Catalis Payments offers flexible payment options, including check, credit card, pay-by-phone, and autopay, while ensuring daily reconciliation of all payments for accurate reporting.

With a monthly volume of approximately 38,000 utility bills, Catalis Payments supports both hard copy and electronic formats to meet diverse customer preferences. The company enhances the customer experience with a user-friendly website that provides easy access to account management and payment options. Furthermore, an interactive voice response (IVR) system allows customers to conveniently interact with their accounts via phone, making account management and payments simple and efficient.

Per the Procurement Policy, the City previously utilized a Single Source procurement exemption through Resolution No. R24-177. A Single-Source Purchase allows an Award for Commodities, Services, or a construction item without competition when it is determined that more than one source is available; however, selecting a single vendor for the purchase is most advantageous for the City.

Pursuant to the Agreement certain services provided by Catalis are provided to the City through Catalis' subcontract, Data Prose. The below estimated annual expenditures provide a breakdown of fees for services by each party.

Utility Expenses:
Catalis $60,000
Data Prose $303,000

This increase will accommodate the following additional costs:

Processing approximately 17,000 business tax receipt bills during the renewal season and receiving payments in the lockbox for Development Services:
Data Prose $18,000
Catalis $18,000

Inserts for Public Works and Sanitation:
Data Prose $4,200

Marketing event inserts:
Data Prose $3,000

Other departments as needed: Estimated $13,800

The estimated annual expenditure is $420,000 per year.

How will this affect city programs or services?

Increasing the expenditure will enable the City to enhance service delivery for Utility Bills, Business Tax Receipt customers by ensuring timely receipt and processing of outstanding bills and payments. It will also allow the Public Works and Marketing departments to reach out to all customers and keep them informed regarding program schedules, hurricane preparation, mitigation, and City-wide events as needed.

Budgeted Item: Yes

Account Line Item and Description: Utilities Account: 401-2825-536.49-17
Development services Account:001-2410-524.41-12 and 001-2410-524.49-17
Public Works Account-431-2515-534.47-10
Marketing Account-001-1213-519.47-10
Other accounts as needed.

Fiscal Impact: The additional expenditure is budgeted within each department's operational budgets.

Attachments:
R25-069 Agenda_Item_2741-2025_Catalis_Payments__LLC.docx
R24-177.pdf

RESOLUTION NO. R25-069

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE INCREASE OF THE ANNUAL EXPENDITURE FROM AN AMOUNT NOT TO EXCEED $385,000 TO AN AMOUNT NOT TO EXCEED $420,000 OF THE AGREEMENT FOR BILL PRINTING, MAILING, AND ELECTRONIC BILL PRESENTMENT AND PAYMENT WITH CATALIS PAYMENTS, LLC; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City and Catalis Payments, LLC entered into an Agreement for bill printing, mailing, and electronic bill presentment and lockbox payment services effective August 6, 2024, approved by Resolution No. R24-177 on August 6, 2022; and

WHEREAS, increasing the expenditure will enable the City to enhance service delivery for Utility bills and Business Tax Receipt customers by ensuring timely receipt and processing of outstanding bills and payments; and

WHEREAS, the City desires to increase the annual expenditure from an amount not to exceed $385,000 to an amount not to exceed $420,000; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the increase of the annual expenditure from an amount not to exceed $385,000 to an amount not to exceed $420,000 of the Agreement for bill printing, mailing, and electronic bill presentment and lockbox payment services with Catalis Payments, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the increase of the annual expenditure from an amount not to exceed $385,000 to an amount not to exceed $420,000 of the Agreement for bill printing, mailing, and electronic bill presentment and lockbox payment services with Catalis Payments, LLC.

SECTION 3. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO. R24-177

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A SERVICE AGREEMENT WITH CATALIS PAYMENTS, LLC FOR BILL PRINTING, MAILING, AND ELECTRONIC BILL PRESENTMENT AND PAYMENT, WITH AN ANNUAL EXPENDITURE NOT TO EXCEED $385,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City desires to enter into a Service Agreement with Catalis Payments, LLC ("Provider") for the purchase of bill printing, mailing, and electronic bill presentment and lockbox payment services for a five (5) year term with five (5) one (1)-year renewal options, and an annual expenditure not to exceed $385,000; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve a Service Agreement with Catalis Payments, LLC for bill printing, mailing, and electronic bill presentment and payment, with an annual expenditure not to exceed $385,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Service Agreement between Catalis Payments, LLC and the City for bill printing, mailing, and electronic bill presentment and payment, with an annual expenditure not to exceed $385,000 (the "Agreement"), in form and substance similar to that attached as **"Exhibit A."**

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain one fully executed original of the Agreement as a public record. A copy of the fully executed Agreement shall be provided to Erin Dunn to forward to the Provider.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this 6th day of August 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Aimee Kelley	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	

VOTE 5-0

ATTEST:

Maylee De Jesus, MPA, MMC
City Clerk

Ty Penserga
Mayor
8/7/24

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

Docusign Envelope ID: F6206088-3B7C-4E57-A3F0-AA0B020CA7BC

CATALIS™

SERVICES AGREEMENT

between

Catalis Payments, LLC

("Provider")

having its principal place of business at:

3025 Windward Plaza, Suite 200
Alpharetta, Georgia 30005

and

City of Boynton Beach, Florida

("Merchant")

having its principal address at:

100 E. Ocean Ave
Boynton Beach, FL 33425

Docusign Envelope ID: F6206088-3B7C-4E57-A3F0-AA0B020CA7BC

THIS SERVICES AGREEMENT (this "***Agreement***") is made and entered into as of the 6th day of August 2024 ("***Effective Date***") by and between Catalis Payments, LLC ("***Provider***") and City of Boynton Beach, Florida ("***Merchant***"). Merchant and Provider may each be referred to individually as a "**Party**" and together as the "**Parties**."

EXHIBITS

The Agreement incorporates by reference the following, in order of precedence:

Exhibit A. Lockbox Processing
Exhibit B. Payment Processing
Exhibit C. Lockbox Service Terms and Conditions
Exhibit D. Payment Processing Terms and Conditions with Sub-Merchant Agreement
Exhibit E. Bill Printing and Presentment

TERM

This Agreement will commence upon the Effective Date and continue for five (5) years, at which point in time the SOW will automatically renew for successive one (1) year periods unless either party, at least sixty (60) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this Agreement.

SIGNATURES

In witness whereof, the Parties have executed this Agreement by their duly authorized representatives as of the date first above written.

City of Boynton Beach, Florida:

Signed: E. Ty
Name: Ty Penserga
Title: Mayor.
Date: 8/6/2024

Catalis Payments, LLC:

DocuSigned by:
Signed: Steve Ostroff
811FAF338E2B4FA...
Name: Steve Ostroff
Title: Executive Vice President
Date: 7/23/2024

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: Shawna Sambo

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

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EXHIBIT A: Lockbox Processing

1. **STRATEGY**

Provider agrees to provide remittance processing, mail opening, scanning, lookups, decisioning, exception handling, and other enumerated related services for Merchant in accordance with the procedures listed below.

2. **PRICING**

2.1. **Lockbox Fees**: The below pricing is for the receipt, extraction, scanning, data entry, reject processing, providing a posting file, and depositing checks collected via image cash letter to the Merchants bank account for all mailed in payments. Processing and pass-through services to be funded by Merchant, as marked (☒):

Service	Fee Per Item	Monthly Fee
☒ **Implementation**	Waived	
☒ **Returns / Correspondence**	Included in 'Contract Monthly Minimum' below	
☒ **Checks Only**	Included in 'Contract Monthly Minimum' below	
☒ **Multiples**	Included in 'Contract Monthly Minimum' below	
☒ **Online Image Access**	Included in 'Contract Monthly Minimum' below	
☒ **Interactive Exceptions**	Included in 'Contract Monthly Minimum' below	
☒ **ICL Check Conversion Fee**	Included in 'Contract Monthly Minimum' below	
☒ **Cash Payment**	**$3.250**	
☒ **Postage or Express Mail**	Pass-through; subject to change (proof of cost provided)	TBD
☒ **Annual P.O. Box Fee**	Pass-through; subject to change (proof of cost provided)	TBD
☒ **Data Transmission**	Included in 'Contract Monthly Minimum' below	
☒ **Contract Monthly Minimum**		**$2,500.00**

3. **SCOPE**

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

3.1. **Post Office Box**: A Post Office service box (caller vs. non-caller to be determined by scope) will be opened by Merchant at the Tampa Regional Airport Post Office facility in Tampa, Florida. The actual post office box will be in the name of and owned by Merchant and Merchant will grant Provider exclusive use of the post office box for the term of this Agreement. Provider will pay for the cost of the lockbox at the Tampa Airport and pass through this cost to Merchant on an annual basis. Mail addressed to the box will be picked up each business day (Monday through Saturday), opened, and the envelope contents reviewed and processed in accordance with the terms of the Agreement.

3.2. **Mail Processing**: Provider will open all mail and prepare the remittance coupons and payment checks for processing. Provider shall not process those items documented in the Lockbox Information Sheet not to be processed. Unless otherwise agreed upon, all processed checks will be endorsed:

For Deposit Only:

City of Boynton Beach, Florida

Bank Name: _____

Bank Account No.: _____

3.3. **Authorization**: Provider is hereby authorized to accept for deposit into Merchant demand deposit accounts at Merchant's designated bank of deposit, drafts and other items made payable to or endorsed in favor of Merchant or a reasonable variation thereof. Merchant has designated their demand deposit accounts to be used by Provider for lockbox deposits and adjustments hereunder. The funds associated with Merchant will be deposited into the demand deposit account on the date that such checks and remittance coupons are processed by Provider, or the next business banking day when such items are processed on a Saturday, Sunday, or holiday.

3.4. **Exceptions**: Merchant will notify Provider daily by a mutually agreed upon method the exception items that need to be pulled

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for further review by Merchant or rejection to Merchant. Provider will deliver by designated method and speed to Merchant within commercially reasonable timeframe. This delivery will include daily hard copy reports (if applicable) and correspondence (if applicable).

3.5. **Delivery**: Provider will deliver by courier or overnight express to Merchant on the same day the check and remittance mail is opened and processed such documents together with items not processed for reasons set forth in the Lockbox Information Sheet. This delivery will include daily hard copy reports (if applicable) of all processed remittances, correspondence, and a copy of the deposit slip.

3.6. **Record Retention**: Merchant will maintain an image record of all checks, which are processed by Provider for a period of one (1) year. Upon request, these records will be sent to Merchant within five (5) days of the request.

3.7. **Payment Amount Discrepancy**: If the handwritten amount on a payment differs from the numeric amount, the amount which agrees to the invoice will be accepted.

3.8. **Client Changes**: Merchant will notify Provider at least sixty (60) days in advance of any change in the form of its customer payments, invoices, and envelopes or in the regular monthly mailing schedule of such documents.

3.9. **Processing Exceptions**. Most payments processed in the Lockbox contain a coupon and a correctly matched check payment. However, exceptions to the standard workflow exist and are to be processed in the lockbox. Those exceptions include but are not limited to:

1. Check received without a coupon – account number is on check or check stub.
2. Checks received with a list of account numbers
3. Out of balance multiples – more than one coupon with one check
4. Multiples with more than one coupon and more than one check

Exceptions should be processed according to the business rules defined during implementation. The Lockbox Information Sheet will be finalized during the implementation process.

3.10. **Posting File**. Provider will generate a daily posting file that matches the specifications provided by the Merchant for posting to the Merchant's receivable system.

3.11. **Reports**. Provider will provide the Merchant with a daily summary by batch and daily detail report of all lockbox transactions processed.

3.12. **Deposit File**. Provider will generate a daily deposit file in the form of an image cash letter and will deliver the file securely to the Merchant's bank account in accordance with the Merchant's bank of deposit procedures and deadlines.

Provider will retain the original checks for a period of fourteen (14) business days and will pull original checks that are rejected by the bank for image quality. Provider will re-deposit the checks for the Merchant.

3.13. **Image View Portal**. Provider will host all payment images on a secure web portal for the Merchant to perform research and customer inquiry tasks.

3.14. **Research**. Provider will assist Merchant with research and communications with the Merchant's bank account on any lockbox deposit adjustments as needed.

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EXHIBIT B: Payment Processing

1. **STRATEGY**

Provider will build and maintain payment channel(s), as defined below, to allow Merchant to securely accept, validate, and track payment data from its Customers. Where Web E-Payment System is in scope, an initial test site will be built to load all data received from Merchant and optional Integration with a designated Third-party Vendor. On this test site, Provider will build logic and business rules to govern the hosted data. If integrated, once the web services have been properly built, tested, and reviewed, Provider will establish Merchant Identification credentials. Web services and Merchant Identification credentials will be applied and integrated into the hosted site and data backed payments will be tested. Once the payments are tested, Provider will initiate training for all Merchant personnel, done remotely. Upon successful training, the hosted website will be moved into a production environment and undergo a subsequent round of testing. After testing and validation of the data, Merchant will direct Provider to launch the site. The date of System launch ("Go-Live") will be targeted during an implementation kickoff call with all relevant stakeholders. The successful completion of this Statement of Work is dependent on Merchant reviewing test content, data, and functionality in a timely manner, and providing an appropriate level of operational and strategic engagement to participate in training, deploy the solution into production environments, and follow through with the responsibilities listed below.

2. **PRICING**

2.1. **E-Payment System.**

In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees ("Convenience Fees") and/or Merchant will be billed applicable fees ("Merchant Absorbed Fees") associated with payment transactions marked (☒) as follows:

Payment Channel	Transaction Type	Fee Structure	Merchant Absorbed
☒ **Online** (via web or mobile device)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction: **$1.60** fee per $100.00	☐
	☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover		
	☒ **PayPal / PayPal Credit / Venmo**		
	☒ **E-Check / ACH**	**$0.13** per transaction	☐
☒ **Counter** (in-office via PCI compliant, EMV ready card readers)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction: **$1.60** fee per $100.00	☐
	☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover		
☒ **IVR** (via automated phone system)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction: **$1.60** fee per $100.00	☐
	☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover		
	☒ **E-Check / ACH**	**$0.13** per transaction	☐

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2.2. **E-Payment Implementation Services**

Only the services marked (☒) will be implemented. Fees will be waived if Merchant implements E-Payment System within six (6) months:

Implementation Service	Fee Recurrence	Fee
☒ **E-Payment System Deployment & Program Implementation**	One-time	~~**$10,000.00**~~ Waived
☒ **IVR Implementation**	One-time	~~**$2,000.00**~~ Waived
☐ **Web Services or API Implementation**	One-time	
☐ **File Integration**	One-time	
☒ **Support & Training** (2 hour(s))	Per hour	~~**$150.00**~~ Waived
☐ **POS Terminals** (0 terminal(s))	Per unit	**$350.00**

3. **SCOPE**

3.1. **Resources**.

Merchant will make resources available to assist Provider in the timely launch of the payment processing program. The provider cannot be held accountable for unreasonable Merchant delays and may choose to delay the implementation should Merchant not be able to provide appropriate resources. If the system does not launch within twelve (12) months of signature date due to Merchant delays, the full implementation fee will become due. Otherwise, there is no cost for the implementation or services provided unless specified herein.

3.2. **Deposits**.

Payments are deposited daily into a custodial account and transferred by ACH electronic transfer to Merchant daily. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by Provider.

3.3. **E-Payment System Utilization**.

3.3.1. Merchant will make Provider's Services available to its Customers through various means of communication, including a) through billing statements, invoices and other payment notices; b) by providing IVR and Web payment details on the Merchant's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through the Merchant's general IVR/Phone system and d) other channels deemed appropriate by the Merchant.

3.3.2. Provider shall provide the Merchant with logos, graphics, and other marketing materials for use in its communication with its Customers regarding the payment services provided by Provider. Both parties agree that Provider will be presented as the primary payment method option. Merchant will communicate the Provider payment Service option to its Customers wherever the Merchant generally communicates its other payment methods.

3.3.3. Payments types shall be processed through the payment channels defined in this SOW as marked (☒):

- ☐ Tax
- ☒ Utilities
- ☐ Court Fees & Fines
- ☐ Licenses
- ☐ Miscellaneous

3.3.4. **Provider Deliverables**: Provider shall deliver the following, included as marked (☒):

3.3.4.1. ☒ Web E-Payment System

a. Provider shall build, host, and maintain Merchant-specific website(s) for Merchant (if applicable). The provider will purchase a URL and provide it once available.

b. Provider will provide a secure website that will allow payers to enter their pertinent information, e.g., citizen name or other unique identifier, and then proceed to pay with a credit or debit card.

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c. System will collect and transmit payment information for authorization and settlement.
d. System will provide method of transferring transaction data back to Merchant.
e. For non-integrated systems, upon notification of an over- or under-payment of any fine amount, Provider will refund an overpayment or notify the Customer via automated email of their under-payment and the remaining amount due.
f. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Merchant processes the payment.

3.3.4.2. ☒ Counter E-Payment System
a. Provider shall deliver and configure __ EMV device(s).
b. Provider shall deliver an administrator portal for counter payments.
c. Provider shall remotely upgrade EMV devices as appropriate.
d. Provider shall provide one (1) remote, web-based training session covering setup and use of EMV devices.

3.3.4.3. ☒ IVR - E-Payment System
a. IVR solution shall be hosted and maintained by Provider.
b. Provider shall configure call scripts according to industry best practices.
c. IVR functionality shall only include search/retrieval and payment processing of payments in full.

3.3.4.4. ☐ Text and Email Payment System
a. Provider will deliver functionality to allow Customers to set up text (SMS) and/or email payment and notification preferences through their E-Payment System profile. Customers will be required to (i) have a valid payment method stored within their profile and (ii) verify their cell phone number prior to completing registration.

3.3.4.5. ☒ eCheck/ACH E-Payment System
a. Provider will configure web E-Payment System to accept eCheck/ACH Payments.

3.3.4.6. ☒ E-Payment System Training
a. The provider will provide support and training to Merchant personnel via live, web-based session(s). A training schedule will be shared during implementation.

3.3.5. **Merchant's Responsibilities**: For Provider to provide the Services outlined in this SOW, the Merchant shall deliver the following, included as marked (☒):

3.3.5.1. ☒ General
a. Provide ACH forms required for the remittance of funds (if applicable).
b. Provide a fee list and updates in an electronic format within forty-eight (48) hours of a change (if applicable).
c. Provide a payment schedule in an electronic format (if applicable).
d. Attend client care calls as requested.
e. Notify Provider of changes to any state, county, or municipal mandates or laws.
f. Revoke system access of terminated Merchant employees at time of termination.

3.3.5.2. ☒ Web E-Payment System
a. For the duration of this SOW, Merchant will maintain an active link connecting the Merchant website and the Provider payment portal in a prominent and mutually agreed location on the Merchant website.

3.3.5.3. ☒ Counter E-Payment System
a. Merchant will keep all point-of-sale terminals in good order and repair except for normal wear and tear in the ordinary course of business.

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EXHIBIT C: Lockbox Service Terms and Conditions

1. **LOCKBOX SERVICES**

1.1. **Lockbox Payment System.**

Subject to the terms of this Agreement, during the Term, Provider will process lockbox payments to Merchant ("Payments") from Merchant's citizens and/or customers ("Customers") via a lockbox software platform that is provided by Provider and is described in more detail in Exhibit A (the "Lockbox Payment System"). Merchant will promptly provide Provider with information reasonably required by Provider in order to promptly and accurately perform the services contemplated by this Agreement.

1.2. **Modification of Lockbox Payment System.**

Provider may modify the features and functionality of the Lockbox Payment System at any time and from time to time; provided, however, that Provider will not modify the Lockbox Payment System in a manner that would significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to Merchant of any such modification.

1.3. **Fees.**

In consideration for the provision of the Lockbox Payment System, Customers will pay to Provider, in respect of each Payment, the Processing Fees that are detailed in the Agreement.

1.4. **Reporting.**

Provider will provide its standard daily transaction reports.

2. **GENERAL**

2.1. **Merchant Obligations.**

Merchant acknowledges and agrees:

1. it is responsible for the actions of its employees and agents;
2. it will comply with all applicable laws and regulations and all applicable parts of the Operating Regulations; including those parts regarding the ownership and use of an Association's mark including but not limited to names, logos, trade names, logotypes, trademarks, service marks, trade designations, and other designations, symbols ("Association Marks");
3. Provider or an Association is authorized to research Merchant's background including, but not limited to, credit background checks, banking relationships, and its financial history;
4. notwithstanding any provisions in the agreement to the contrary, information obtained in connection with Merchant's processing relationship may be shared with Association for any legitimate purpose; and
5. Associations may conduct, or direct another party to conduct, an audit of Merchant at any time, and Merchant much comply in all material respects with such audit until its completion.

2.2. **Compliance with Law.**

Each party will comply, at such party's own expense, with all laws, policies, guidelines, regulations, ordinances, orders, and rules of all governmental authorities and/or regulatory bodies having jurisdiction over such party and/or the subject matter of this Agreement, including, without limitation, Provider shall comply with applicable laws and regulations governing electronic check processing, check conversion, and/or the initiation of preauthorized electronic debit entries, including but not limited to the Electronic Fund Transfer Act of 1978, Federal Reserve Regulation E, the Electronic Signatures in Global and National Commerce Act, and all FTC.

2.3. **Nondisclosure.**

Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is required by law to be disclosed (including public right-to-know laws), which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure or is rightfully obtained from a third party that has the right to disclose it. All Confidential Information will remain the property of the disclosing party.

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2.4. **Privacy and Security.**

Merchant is solely responsible for the security of data residing on servers owned or operated by Merchant and all third parties (other than Provider) designated by Merchant (e.g., a Web hosting Merchant, processor and other service providers), and for data transmitted to Provider. Merchant will not use, disclose, sell, and/or disseminate any cardholder information obtained in connection with a Payment (including the names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing, and settling a Payment and resolving any Chargebacks, retrieval requests, or similar issues involving a Payment, other than pursuant to a court or governmental agency request, subpoena, or order. Merchant will use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints. Merchant agrees that it will comply with all Provider security protocols and security advisories in effect during the Term. Merchant is responsible for verifying the accuracy and completeness of all Payments submitted and processed by Provider associated with Merchant's account and verifying that all corresponding funds are accurately processed.

2.5. **System Breach.**

Merchant warrants that Merchant has taken such precautions as are necessary to ensure that Merchant server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Merchant system is breached, or is suspected of having been breached, and an unauthorized third party has access to or has accessed end-user data or Payment data, Merchant will notify Provider promptly of such breach and will take such precautions as may be necessary to prevent such breaches from occurring in the future.

2.6. **Intellectual Property.**

Provider represents that it owns, licenses or has the right to use and will retain during the Term all proprietary rights in and to the Lockbox Payment System and related materials that Provider may use in connection with implementation and operation of the Lockbox Payment System. Merchant acknowledges that, as between Merchant and Provider, Provider owns, licenses and/or has the right to use, all right, title and interest, including without limitation any and all rights existing under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights in and to all of the intellectual property developed, owned, used and/or licensed by Provider in connection with its performance under this Agreement, including the Lockbox Payment System (the "Provider IP") and that Merchant will not acquire any right, title, or interest in or to the Provider IP, including the Lockbox Payment System. There are no implied licenses granted under this Agreement, and any rights not expressly granted to Merchant hereunder are reserved by Provider. Merchant will not take any action inconsistent with Provider's property rights in and to the Lockbox Payment System, and/or any other intellectual property right of Provider.

2.7. **Change Control Process.**

The Parties agree to use the Provider organizational standard change process "Change Control Process" for all changes requested by Merchant and agreed to by Provider. Provider may, in its sole discretion, change, modify and/or update the Change Control Process at any time provided that Provider provides at least ten days prior notice to Merchant.

2.8. **Billing Terms.**

All pricing is contained in the Agreement and any Amendments or Addendums that may be executed by the Parties. The proposed pricing model may contain no transaction related or recurring costs for the Merchant and could result in Merchant incurring no charges during a billing cycle. Provider will send Merchant a monthly invoice for any charges incurred. The invoices will include detail for volumes and the number of transactions processed.

Merchant shall pay invoices within thirty (30) days of issue. Invoices not paid within this period shall be charged interest which compounds daily. The interest rate shall be the lower of 18% simple interest, or the highest amount allowable under applicable law. This interest shall accrue from the issue date and shall continue until invoice is paid in full.

Merchant is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Provider) and other fees or assessments incurred as a result of the use of the Lockbox Payment System by Merchant.

3. **DISCLAIMER OF WARRANTIES**

3.1. **AVAILABILITY**

PROVIDER MAKES NO WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE WORLD WIDE WEB OR TELEPHONE LINES, THE INTERNET AND OTHER GLOBALLY LINKED COMPUTER NETWORKS, OR THE WEBSITES ESTABLISHED THEREON INCLUDING THE LOCKBOX PAYMENT SYSTEM, WILL BE UNINTERRUPTED OR ERROR FREE AND PROVIDER WILL IN NO WAY BE LIABLE TO MERCHANT OR CUSTOMER DUE TO ANY DISRUPTION OF PROVIDER'S LOCKBOX PAYMENT SYSTEM OR

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NON-AVAILABILITY OF THE LOCKBOX PAYMENT SYSTEM DURING WHICH CUSTOMERS ARE UNABLE TO ACCESS OR USE THE LOCKBOX PAYMENT SYSTEM DUE TO A CONFIRMED PROBLEM THEREIN.

3.2. **THIRD PARTY PRODUCTS**

MERCHANT UNDERSTANDS AND AGREES THAT PROVIDER MAY USE THIRD PARTY PRODUCTS IN CONNECTION WITH THE LOCKBOX PAYMENT SYSTEM OFFERED HEREUNDER. THESE PRODUCTS MAY INCLUDE FIREWALL SECURITY, WEB SERVER SOFTWARE AND ENCRYPTION SOFTWARE. PROVIDER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE OF SUCH THIRD-PARTY SOFTWARE, SPECIFICALLY INCLUDING ANY WARRANTY THAT PERFORMANCE WILL BE UNINTERRUPTED OR ERROR-FREE.

3.3. **NO IMPLIED WARRANTIES**

EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER PROVIDER NOR ANY THIRD PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE LOCKBOX PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

4. **NO CONSEQUENTIAL DAMAGES**

IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY THAT WOULD OTHERWISE HAVE BEEN LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. **LIMITATION OF LIABILITY**

IN NO EVENT WILL PROVIDER'S LIABILITY EXCEED THE CONVENIENCE FEES PAID TO PROVIDER UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM).

6. **INDEMNIFICATION**

Provider shall hold harmless, indemnify, and defend Merchant, and all of its officers, employees, and/or officials from any and all liability, actions, claims, losses, damages, or other costs of whatsoever nature that may be asserted by any THIRD PARTY arising from or in connection with the collection of payments by credit or debit card or through internet transactions pursuant to the terms of this Agreement.

7. **TERMINATION**

7.1. **Termination for Cause.**

Either party may terminate this Agreement at any time upon written notice to the other party as a result of any of the following events:

1. any noncompliance with this Agreement which is not cured within thirty (30) days of notice thereof from the other party (except that no cure period is allowed for termination based on fraud); and/or
2. any voluntary or involuntary bankruptcy or insolvency proceeding involving the other party.

7.2. **Effect of Termination.**

Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts due and owing to the other party prior to such termination, including, without limitation any amounts owing in respect of Disputed Amounts.

7.3. **Survival.**

The following Sections will survive any termination or expiration of this Agreement: General, Disclaimer of Warranties, No Consequential Damages, Limitation of Liability, Indemnification, & Miscellaneous.

8. **MISCELLANEOUS**

8.1. **Governing Law; Waiver of Jury Trial.**

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought exclusively in Delaware. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY

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WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

8.2. **Binding Upon Successors and Permitted Assigns.**

This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by a party without the other party's prior written consent, which consent will not be unreasonably withheld, and any attempted assignment or transfer without such consent is void; provided, however, that each party may, without the consent of the other party, assign this Agreement (and its rights hereunder) in connection with any reorganization, consolidation, merger, sale of stock, sale of substantially all assets and/or similar type of transaction(s), if the successor in interest to such assigning party assumes the obligations of the assigning party under this Agreement in writing, is properly licensed to conduct the business contemplated hereunder, and otherwise agrees to be bound by all of the terms of this Agreement.

8.3. **Relationship of Parties.**

The relationship of Provider to Merchant under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency relationship between Merchant and Provider, nor will this Agreement be deemed to constitute a joint venture or partnership between Merchant and Provider.

8.4. **Limited Agent.**

Notwithstanding anything to the contrary in this Agreement, Merchant hereby appoints Provider as its lawful agent to receive and process Payments and acknowledges and agrees that: (a) a Customer payment to Provider constitutes delivery of such payment to Merchant; and (b) Merchant will not hold Customer responsible for Provider's failure to deliver payment, but rather Merchant will seek redress only from Provider.

8.5. **Notices.**

All notices required or permitted under the Agreement will be in writing and sent to the other party at the address specified on the signature page below or to such other address as either party may substitute from time to time by written notice to the other and will be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail, or personal or courier delivery to such address.

8.6. **Captions and Headings.**

The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

8.7. **Waiver.**

No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

8.8. **Severability.**

If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

8.9. **Publicity.**

The parties agree that they will not use the other party's name, trademark or service mark, or the existence of the contractual relationship in any press release, marketing, promotional, advertising, or any other materials without the other party's prior written consent.

8.10. **Amendment and Changes.**

This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated, or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.

8.11. **Force Majeure.**

Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this clause will affect or excuse a party's liabilities and obligations for Disputed Amounts.

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8.12. **Entire Agreement.**

This Agreement, including the Exhibits contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

8.13. **Facsimile Signature and Counterparts.**

An SOW or Amendment to this Agreement may be executed by exchange of signature pages by facsimile, e-mail and in any number of counterparts, each of which will be an original as against any party whose signature appears thereon and all of which together will constitute one and the same instrument.

8.14. **Cooperative Procurement.**

This Agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Provider reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope, and circumstances of that cooperative procurement.

[Remainder of page left intentionally blank]

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EXHIBIT D: Payment Processing Terms and Conditions with Sub-Merchant Agreement

The following terms and conditions are hereby incorporated into this Agreement:

https://catalisgov.com/payment-processing-terms-and-conditions/

https://catalisgov.com/merchant-services-agreement-for-sub-merchants/

[Remainder of page left intentionally blank]

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EXHIBIT E: Bill Printing and Presentment

1. **STRATEGY**

DataProse understands that it is acting as a subcontractor for Catalis Payments, LLC (referenced hereafter in this Exhibit E as "Client") with respect to certain services to be provided by Client to the City of Boynton Beach, Florida ("City") under this Agreement.

2. **DESCRIPTION**

Under this agreement, DataProse will produce and distribute the mail generated as a result of Client's agreement with the City of Boynton Beach, Florida, which services are more particularly described as follows:

- Processing of data for proper statement formatting, printing, inserting and delivery distribution requirements.
- CASS (Coding Accuracy Support System) Certification of all requested mailing names.
- Specific related job program development, maintenance and backup to support print and mail application.
- High-speed simplex and duplex laser printing and "full color" printing.
- Forms design, development and support.
- Billing of all materials and services.
- Image files for viewing of printed documents.

3. **PRICING**

3.1. **Customer Bill Presentment**:

Description	Unit	Unit Cost	Estimated Monthly Quantities	Estimated Monthly Total
☒ **Residential bill print**	Each	$0.12	38,000	$4,560.00 per month
☒ **Commercial bill print**	Each	$0.16	3,500	$560.00 per month
☒ **Self Seal Postcard print****	Each	$0.12	41,500	$4,980.00 per month
☒ **Letter print - 1 page***	Each	$0.12	45,000	$5,400.00 per month
☒ **Letter print - 2 pages***	Each	$0.16	45,000	$7,200.00 per month
☒ **Insert print - each page***	Each	$0.03	45,000	$1,350.00 per month
☒ **Residential bill presentment**	Each	Waived	38,000	Waived
☒ **Commercial bill presentment**	Each	Waived	3,500	Waived
☒ **Letter presentment - 1 page***	Each	Waived	45,000	Waived
☒ **Letter presentment - 2 pages***	Each	Waived	45,000	Waived
☒ **Insert Supplied INSERT***	Each	$0.005	45,000	$225.00 per month
☒ **Insert Printed INSERT***	Each	Waived	45,000	Waived
☒ **Self Sealed Postcard****	Each	$0.12	41,500	$4,980.00 per month
☒ **Postage for Sealed Postcard****	Each	$0.26	41,500	$10,790.00 per month
☒ **Postage for Residential Bill**	Each	$0.391	38,000	$14,858.00 per month
☒ **Postage for Commercial Bill**	Each	$0.391	3,500	$1,368.50 per month
☒ **Postage for Letters - 1 page***	Each	$0.391	45,000	$17,595.00 per month
☒ **Postage for Letters - 2 pages***	Each	$0.391	45,000	$17,595.00 per month
☒ **Bill Image storage**	Each	$1,500	1	$1,500.00 per month
☒ **eBill Notification**	Each	Waived	3,500	Waived
☒ **Bill Design Consultation and Changes (cost per hour)**	Hourly	Waived	20	Waived
☒ **Additional cost for presenting bills and letters In Spanish**	Each	Waived	1,750	Waived

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3.2. **Material Expenses**:

Item	Unit Cost
Paper Stock (20# 8.5x11 white)	Standard Included
Envelopes (10# outgoing envelope; one or two color)	Standard Included
Envelopes (9# business return envelope; one or two color)	Standard Included

All material and supply prices are subject to change at any time due to increased material expenses that may be passed on to DataProse. Prices for these supplies and documentation of the increase will be presented to City for review and approval and approval will not be unreasonably withheld. Upon Agreement expiration or cancellation, any materials that have been purchased or acquired and have not been used in the normal course of business shall be returned to City.

3.3. **Production Expenses for Statements**:

Item	Unit Cost
Duplex Document Processing (First Page) • Processing • Full Color Printing • Insertion	$0.0000 each
Duplex Document Processing (Additional Pages) • Processing • Full Color Printing • Insertion	$0.0000 per page
DocView Image Files (Standard)	$0.0090 per image
Intelligent Mail Bar Code Integration (Standard)	$0.0025 each
Postage Sortation (Qualifying mail)	$0.0025 each
Postage Sortation (Non-Qualifying mail)	$0.0025 each

3.4. **Other Processing Expenses**:

Item	Unit Cost
Provide Data on CD-R Media	$150.00 per event
Electronic Householding (Integration of late notices, letters, etc. within invoices)	$0.0100 per image processed
Programming, Forms, Letters, & Queries • One (1) hour minimum	$160.00 per hour
New Forms Creation • After initial client setup • Excludes Additional Programming to implement	$300.00 per form
Digitized Logo's & Signatures Electronically provided • Furnished in ComTec Format	$150.00 per item
Digitized Logo's Creation & Signature Scanning	$350.00 per item
Storage of Historical Bills	$0.0050 per image
Report Packages	$25.00 per report

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3.5. **Finishing Expenses**:

Item	Unit Cost
Shrink Wrapping or Special Packaging	$2.00 per package
Special Cutting, Trimming, or Drilling	$50.00 per 1,000
Off-line Folding	$50.00 per 1,000
Handwork & Manual Insertion • One (1) hour minimum	$30.00 per hour
Disposal of Client Stocked Materials	$2.00 per item
Freight, Courier, & Air Delivery	Cost plus 25%

3.6. **Prepaid Expenses**:

All pre-paid expenses are to be provided via check or wire transfer in advance from City. DataProse reserves the right to hold any and all mail if proper advance payment is not made. City's advance payment should reflect enough postage monies to cover 45 days estimated postage expense at all times.

Estimated pre-paid expense payment at this time is _____. This prepayment must be received at DataProse's office no later than ten days before production begins.

In the event that the US Post Office increases postage fee's or an additional expense is incurred by DataProse additional expense may be passed on to the City on an at cost basis.

3.7. **General**:

DataProse will invoice City on a monthly basis for services rendered.

4. **SCOPE**

DataProse will provide a turnkey solution for print and mail services required by Client as it relates to their bill processing pursuant to Client's agreement with the City of Boynton Beach, Florida.

Service Level Agreement: Mail Services SLA

Data is to be prepared for DataProse in the agreed format and transmitted to the designated DataProse Output Center no later than 10:00 AM. ET/9:00 a.m. CT, on each of the cycle processing dates. If the data is erroneous or is not prepared in the agreed format, a fee equal to the data processing charge may be assessed on the part of DataProse.

Services are to be completed and delivered into the U.S. Postal Distribution System no later than the next business day from successful receipt of data (this excludes delays associated with: Acts of God, processing errors not the fault of DataProse, transmission errors.)

5. **ADDITIONAL TERMS**

5.1. Client agrees that during the term of this agreement Client expects the mailing volumes from the City of Boynton Beach will be of approximately INSERT on a monthly basis.

5.2. All material prices are subject to change due to material expenses that may be passed on to DataProse by the manufacturers. Prices for these materials and original documentation of the increase will be presented to Client for review and approval; such approval will not be unreasonably withheld.

5.3. Invoices will be rendered weekly. Payments for all services provided by DataProse due net 30 days from the billing date. Invoices not paid by 60 days (60) days shall be charged a rate of interest of one percent (1%) per month. Please note our payment address as follows: DataProse, 1122 W Bethel Rd #100, Coppell, TX 75019.

5.4. All applicable taxes, fees, levies imposts, duties, withholding or other charges, exclusive of those relating to DataProse's net income, (including any interest and penalty thereon) arising from the provision of the Services herein are to be paid by the Client. Client will indemnify and hold harmless from and against any liability for such taxes, fees, levies, imposts, duties, withholding or other charges, exclusive of those relating to DataProse's net income, (including any interest and penalty thereon) arising from the provision of the Services described herein.

5.5. The Client agrees that should termination of this agreement be requested by Client other than for cause or due to a termination at any time without further obligation by Client giving one hundred and eighty (180) days written notice to DataProse, then a cancellation penalty of 3 months of the projected monthly billing fees based on the average of the previous three months less postage on the balance of the agreement shall be levied. In addition, any unused materials purchased on behalf of Client will be billed to Client.

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5.6. All computer software developed and/or utilized by DataProse in conjunction with DataProse's service, whether or not Client has been charged for such software, and all updates, modifications, enhancements and derivative works of such software and all copies thereof shall be the sole property of and remain owned by and DataProse; provided however, that software provided to DataProse by Client and developed for Client by a third party, where title to such software vests in Client or is licensed to Client shall remain the property of Client.

5.7. Neither party shall be held responsible for any delay or failure in performance for causes beyond its reasonable control, including without limitation, acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations imposed after the fact, fire, power failure, earthquakes or other disasters natural or otherwise.

5.8. DataProse will treat as confidential all Client and City of Boynton Beach information and will make the same effort to safeguard such information as it does in protecting its own proprietary data. Client and City of Boynton Beach data stored at DataProse shall remain the exclusive property of Client and City of Boynton Beach. DataProse will not reproduce, copy, duplicate, disclose, or in anyway treat the information supplied by Client and City of Boynton Beach in any manner except as provided for in this Agreement. Upon termination of this Agreement and payment to DataProse for services rendered and goods provided through the date of termination, DataProse will deliver to Client all Client- and City of Boynton Beach-owned forms, materials, media, microfilm/microfiche and printed materials which were produced pursuant to this Agreement and which are then in the possession of DataProse.

5.9. Liability on the part of DataProse for loss, destruction or damage by breakage, leakage, theft or accidental causes shall be limited to replacement with equivalent media and reprocessing of any microfilm/microfiche or printed materials lost or destroyed, at no additional charge to Client. Client is responsible for maintaining proper backup of source material sent to DataProse until DataProse has returned the original media. DataProse shall have no liability for damages resulting or claimed to have resulted from erroneous or incomplete completion, processing or transmission of information or data. In no event shall DataProse be liable to Client for indirect, incidental, special, or consequential damages (including without limitation, liability of Client to third parties, except for the City of Boynton Beach), arising out of this agreement. In no event shall DataProse's liability exceed an amount equal to two times the average monthly amount which has been paid to DataProse for processing and providing applicable services thereunder for the immediately proceeding eight (8) months or, with respect to goods and supplies, the price paid to DataProse for the particular good and/or supplies involved.

5.10. EXPRESS DISCLAIMER OF WARRANTIES, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES HEREIN SET FORTH, NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE MADE BY DATAPROSE FOR ANY SERVICES PERFORMED OR PRODUCTS PROVIDED HEREUNDER.

5.11. All notices given HEREUNDER shall be in writing and shall be sent by certified mail prepaid to the parties at the addresses set forth on this document hereof, or to such other addresses of which either party may give by written notice. Notice shall be effective upon receipt.

5.12. All costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in order to remedy any breach of this contract shall be borne by the losing party.

5.13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties hereto and shall be enforceable as though such invalid or unenforceable provision were not contained herein.

5.14. The parties agree that any disputes under this agreement are to be resolved by the courts of Boynton Beach, Florida.

5.15. This constitutes the entire agreement between the parties; any verbal representations not contained in this agreement are null and void. Any and all changes to this Agreement must be in writing.

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EXHIBIT E SIGNATURES

In witness whereof, the Parties have executed this Exhibit by their duly authorized representatives.

Catalis Payments, LLC:

DocuSigned by:
Signed: Steve Ostroff
811FAF338E2B4FA...
Name: Steve Ostroff
Title: Executive Vice President
Date: 7/22/2024

DataProse:

DocuSigned by:
Signed: Brian Snyder
4F62FDA2748649B...
Name: Brian Snyder
Title: CSO
Date: 7/22/2024

City of Boynton Beach, Florida:

Signed:
Name: Ty Penserga
Title: Mayor
Date: 8/7/2024

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: Shawna S. Lamb

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ADDENDUM

ADDITIONAL TERMS

The terms of this Addendum govern and control your Agreement with the City of Boynton Beach. If there is any conflict between the Agreement and this Addendum, this Addendum shall control.

PUBLIC RECORDS. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK
100 E. OCEAN AVE.
BOYNTON BEACH, FL, 33435
561-742-6060
CITYCLERK@BBFL.US

CONFIDENTIALITY. If the Agreement contains any confidentiality obligations, any such provisions are subject to Chapter 119, Florida Statutes mandates. The Agreement and any information provided by Contractor to the City may fall within the disclosure requirements of Chapter 119, Fla. Stat. The Contractor must clearly label and mark each page or section of any tangible documents (excluding internet-based Confidential Information) provided to the City in connection with the Agreement that it considers proprietary information or otherwise confidential or exempt from Chapter 119, Fla. Stat. If the City receives a public records request regarding the Contractor's Confidential Information, it will notify the Contractor in writing or electronically. If the Contractor continues to assert in good faith that the information is confidential or exempt from disclosure pursuant to Chapter 119, Fla Stat., then the Contractor shall be solely responsible for defending its position or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for the City to defend or justify the Contractor's position. Contractor shall indemnify and hold harmless the City for any award, damages, fines, fees, penalties, or impositions of whatsoever nature or kind and all costs and fees, including attorney's fees incurred by the City in connection with this section. Any requirements in the Agreement that require the City to destroy Confidential Information upon termination of the Agreement are hereby deemed null and void.

DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

VERIFICATION OF EMPLOYMENT ELIGIBILITY. Contractor represents that Contractor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, City may immediately terminate this Agreement for cause, and Contractor shall be liable for all costs incurred by City due to the termination.

PUBLIC ENTITY CRIMES ACT. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted Contractor list.

ENTITIES OF FOREIGN CONCERN. This section shall apply if Contractor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Accordingly, Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date or the date that Contractor or its subcontractor will have access to personal identifying information under this Agreement, Contractor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

ANTI-HUMAN TRAFFICKING. On or before the Effective Date of the Agreement, Contractor shall provide City with an affidavit attesting that the Contractor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

INVOICES AND PAYMENT. Payments of any fees due to the Contractor for services shall be conditioned on receipt of a proper invoice. Payment will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

VENUE, WAIVER OF JURY TRIAL. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

INDEMNIFICATION. Contractor shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. Any provision of the Agreement that requires the City to indemnify the Contractor or any third party is hereby deleted in its entirety.

SOVEREIGN IMMUNITY. Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

By signing below, the Contractor agrees to the terms in this Addendum.

By: DocuSigned by: Steve Ostroff
811FAF338E2B4FA...

Name: Steve Ostroff

Title: Executive Vice President and GM

Date: 7/22/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-070- Approve the Piggyback Agreement with The Ware Group, LLC d/b/a Johnstone Supply, LLC for the purchase of HVAC equipment, parts, supplies (OEM), and services, piggybacking Palm Beach County (PBC) IFB #18-091/HS Contract #18091, with an annual total not to exceed $150,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-070.

Explanation of Request:

Agreement Term: January 8, 2025- June 17, 2025

The Public Works Department will use Johnstone Supply to purchase HVAC equipment, parts, OEM supplies, and services for City buildings and facilities. The Piggyback Agreement authorizes a total expenditure of $150,000 over the term of the agreement.

The City of Boynton Beach effectively saves both time and money by piggybacking contracts in accordance with NIGP (National Institute of Governmental Purchasing) best practices. By leveraging existing contracts awarded by other government entities, the City avoids the time-consuming process of competitive bidding for every purchase, thus streamlining procurement and expediting the delivery of goods and services.

This approach not only reduces administrative costs but also ensures access to pre-negotiated, often more favorable pricing, benefiting from the collective bargaining power of larger groups. Adopting NIGP best practices further ensures transparency, compliance, and the effective use of taxpayer funds while maintaining high standards of procurement efficiency. The Palm Beach County procurement process meets the City's competitive bidding requirements.

How will this affect city programs or services? Ensure continuity of the HVAC services throughout the City.

Budgeted Item: Yes

Account Line Item and Description: BLDG SUPPLIES/MATERIALS - 001-2511-519.52-24
OTHER CONTRACTUAL SRVS - 401-2811-536.49-17
OTHER CONTRACTUAL SRVS - 401-2821-536.49-17

Fiscal Impact: This is a budgeted item.

Attachments:
R25-070 Agenda_Item_2643-2025_Piggyback_Agreement_with_Johnstone_Supply.docx
Exhibit A to Resolution - Piggyback Agreement - Johnstone
Extension Letter - PBC Contract 18091
Solicitation - 18-091-HS - PBC
Solicitation 18-091-HS - summary
BID Response tabulation -.pdf
Advert - Notice of Solicitation - IFB 18-091-HS - County.pdf

RESOLUTION NO. R25-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH JOHNSTONE SUPPLY FOR HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, AND PURCHASE, FOR AN AMOUNT NOT-TO-EXCEED $150,000 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City's Public Works Department uses Johnstone Supply for HVAC equipment, parts and supplies, OEM, and purchasing for City buildings and facilities to ensure the continuity of HVAC services throughout the City; and

WHEREAS, Palm Beach County entered into an extension of the contract with The Ware Group, LLC, d/b/a Johnstone Supply ("Vendor") on December 12, 2024, based upon Solicitation No. 18091/HS; and

WHEREAS, the Palm Beach County procurement process satisfies the City's competitive bid requirements; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor to provide the City with HVAC equipment, parts and supplies, OEM, and purchase for City buildings and facilities, with an annual amount not to exceed $150,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between the City and Vendor for HVAC equipment, parts and supplies, OEM, and purchase for City buildings and facilities, with an annual amount not to exceed $150,000, in form and substance similar to the, attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Ydelsi Rodriguez to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE WARE GROUP, LLC D/B/A JOHNSTONE SUPPLY

This Piggyback Agreement is made as of this 11 day of February, 2025, by and between The Ware Group, LLC d/b/a Johnstone Supply, with a principal address of 1819 Old Okeechobee Road, West Palm Beach, FL 33409, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, Palm Beach County, competitively procured HVAC Equipment, Parts, and Supplies, OEM, Purchase (the "HVAC Services") and executed Master Agreement No. 18091 (the "Master Agreement"), which became effective December 18, 2018, and currently expires June 17, 2025; and

WHEREAS, the City desires to obtain the HVAC Services pursuant to the terms and conditions of the Master Agreement; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, the City's Facilities Department is requesting the City enter into a Piggyback Agreement with the Vendor to obtain the HVAC Services; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A.;"

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
2. **TERM:** The term of this Agreement commences on Feb 11, 2025, and will remain in effect until June 17, 2025 ("Term"). The Mayor is authorized to execute

amendments renewing the Agreement on behalf of the City. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor agrees to provide the HVAC services to the City on the same terms and in the same manner as set forth in the Master Agreement, a copy of which is attached hereto as Exhibit A, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "City of West Palm Beach" are hereby replaced with the "City of Boynton Beach." The City shall compensate Vendor pursuant to the rates set forth in the Master Agreement for the products and services in an annual amount not to exceed $150,000.00.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance
Attn: Accounts Payable
100 E Boynton Beach Blvd
Boynton Beach, FL 33435.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper

invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty or incomplete rendition of the services.

6. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

   A. Keep and maintain public records required by the City to perform the service;

   B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

   C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

   D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

   E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE

10. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11. **E-VERIFY:** Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

12. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

13. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its

compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

16. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

17. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

18. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

19. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

20. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

21. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor,

Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Vendor shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

22. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

23. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

24. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

25. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

Ty Penserga, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

THE WARE GROUP, LLC DBA JOHNSTONE SUPPLY

Deboria Davis
(Signature), Company

Debora Davis
Print Name of Authorized Official

Corp Sec.
Title

THE WARE GROUP LLC CORPORATE SEAL FLORIDA
(Corporate Seal)

Attest/Authenticated:

Richard E Howard
(Signature), Witness

Richard E Howard
Print Name

EXHIBIT A
MASTER AGREEMENT NO. 18091 FOR HVAC EQUIPMENT PARTS AND SUPPLIES, OEM, PURCHASE, BETWEEN PALM BEACH COUNTY AND THE WARE GROUP, LLC D/B/A JOHNSTONE SUPPLY

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/purchasing

Palm Beach County Board of County Commissioners

Maria G. Marino, Mayor
Sara Baxter, Vice Mayor
Gregg K. Weiss
Joel Flores
Marci Woodward
Maria Sachs
Bobby Powell, Jr.

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Form L

December 12, 2024

The Ware Group LLC
1819 Old Okeechobee Rd
West Palm Beach, FL 33409-5227

TERM CONTRACT #18091

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is extending a Term Contract with your company for Hvac Equipment, Parts and Supplies, OEM, Purchase, Term Contract based on:

[x] EXTENSION OF CONTRACT based on SOLICITATION #18091/HS

The term of this contract is through 06/17/2025 or upon award of a new contract, and has an estimated dollar value of $1,697,000.00, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Jeromy Calderon at jcalderon1@pbcgov.org or (561) 616-6815.

Sincerely,

Melody Thelwell
Director

c: Amanda Ray, Facilities Development & Operations
File

printed on sustainable and recycled paper

Board of County Commissioners

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal R. Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

BID SUBMISSION DATE: AUGUST 2, 2018 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County

INVITATION FOR BID

IFB #18-091/HS	**IFB TITLE: HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT**
PURCHASING DEPARTMENT CONTACT: HOLLY SKEEN	**TELEPHONE NO.: (561) 616-6828**
FAX NO.: (561) 242-6728	**E-MAIL ADDRESS: hskeen@pbcgov.org**

All bid responses must be received on or before August 2, 2018, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO**: Palm Beach County Purchasing Department, Attention: Holly Skeen, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES**: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED**: Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful bidder warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP**: The successful bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE**: Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In Octo

2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

e. **PUBLIC ENTITY CRIMES**: F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

f. **NON-COLLUSION**: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

g. **LOBBYING**: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

h. **CONFLICT OF INTEREST**: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

i. **SUCCESSORS AND ASSIGNS**: The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

j. **INDEMNIFICATION**: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

k. **PUBLIC RECORDS, ACCESS AND AUDITS**: The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the bidder, and wherever located shall be the property of the COUNTY.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of the Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the Bidder's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Bidder: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the Bidder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Bidder is specifically required to:

1. Keep and maintain public records required by the COUNTY to perform services provided under the Contract.
2. Upon request from the COUNTY's Custodian of Public Records ("County's Custodian") or COUNTY's representative/liaison, on behalf of the County's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the COUNTY, all public records in possession of the Bidder unless notified by COUNTY's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required

by the COUNTY to perform the service. If the Bidder transfers all public records to the COUNTY upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the COUNTY, upon request of the County's Custodian or the COUNTY's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Bidder to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of the Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

l. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW**: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

m. **LEGAL EXPENSES**: The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.

n. **NO THIRD PARTY BENEFICIARIES**: No provision of the Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the Contract, including but not limited to any citizen or employees of the County and / or successful bidder.

o. **SCRUTINIZED COMPANIES**

1) **SCRUTINIZED COMPANIES:**
As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the County determines, using credible information available to the public, that a false certification has been submitted by Bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

2) **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN $1 MILLION)**:
As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

3. BID SUBMISSION

a. **SUBMISSION OF RESPONSES**: **All bid responses must be submitted on the provided Invitation for Bid "Response" Form.** Bid responses on vendor letterhead / quotation forms shall not be accepted. **Responses must be typewritten, written in ink or a photocopy** and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS**: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all

required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. SBE BID DOCUMENT LANGUAGE

Item 1 – Policy
It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.
Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 – SBE Goals
The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 – Ranking of Responsive Bidders
Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

a. In evaluating competitive bids or quotes between $1,000 and one million dollars ($1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

b. In evaluating bids in excess of one million dollars ($1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000).

Item 4 – Bid Submission Documentation
SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 – List of Proposed SBE and M/WBE Participation
This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor
A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 – SBE Certification
Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY**. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 – Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.

c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).

f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.

g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.

h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Item 7 – Responsibilities After Contract Award

Schedule 3 – SBE-M/WBE Activity Form
This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification
A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 – SBE Substitutions
After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

d. **LOCAL PREFERENCE ORDINANCE**: In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Glades Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

e. **DRUG FREE WORKPLACE CERTIFICATION**: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. **CONDITIONED OFFERS**: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING**:

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term.
6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER**

PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.

7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. **SUBMITTING NO BID or NO CHARGE**: Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.

i. **ACCEPTANCE / REJECTION OF BIDS**: Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. **NON-EXCLUSIVE**: The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**: Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. **PERFORMANCE DURING EMERGENCY**: By submitting a bid, bidder agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under the contract. Bidder agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County. Failure to provide the goods or services to the County on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER**: Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract. The successful bidder warrants that the price(s) shall not exceed the successful bidder's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful bidder offers more favorable pricing to one of its customer(s), the successful bidder shall extend to the County the same pricing or the then current market price, whichever is lower.

4. BID SUBMISSION TIME / AWARD OF BID

a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME**: **The published bid submission time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.

b. **POSTING OF AWARD RECOMMENDATION**: Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE**: Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE**: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. **FEDERAL AND STATE TAX**: Palm Beach County is exempt from Federal and State taxes. The authorized agent for

Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by successful bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the successful bidder.

c. **PAYMENT**: In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at **https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService**.

Successful bidders **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods/services**.** Invoices submitted on carbon paper shall not be accepted.

PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.
Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com.

d. **CHANGES**: The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. **DEFAULT**: The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates the contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

f. **TERMINATION FOR CONVENIENCE**: The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**: Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. **BUSINESS INFORMATION**: If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

9. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a timeframe specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

A. The bidder, if not the manufacturer, must provide written evidence executed by the manufacturer, stating that the bidder is, in fact, an authorized dealer/distributor/reseller of the manufacturer.

10. AWARD (ITEM-BY-ITEM)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an item-by-item basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than $1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

11. CATALOGS, PRICE LIST(S), ETC.

Upon request, the successful bidder shall supply at no charge current catalogs for all awarded manufacturers. The successful bidder shall update and keep all catalogs throughout the term of the contract. When a revision to the manufacturer's catalog occurs which includes the addition of new products within the scope of this solicitation, the discount and net price of the new products must be equal to or better than the discount and price of items originally included in this solicitation.

Upon award, the successful bidder shall supply one copy of the appropriate catalog(s) to:

Palm Beach County Finance Department
Supervisor, Pre-Audit Division
P.O. Box 4036
West Palm Beach, Florida 33402-4036
(561) 355-3011

Note: All Catalogs shall clearly identify the term contract number and the successful bidder's name, address and telephone number. Additionally, catalogs, if not the manufacturer, will not satisfy this requirement.

12. INVOICES

When invoicing the County for goods purchased under this solicitation, the successful bidder must provide complete, accurate invoices which must include for every item purchased a unique catalog number, a definitive description, the catalog/list price, and the invoiced price. If the applicable catalog does not provide unique numbers, the description of the item must be sufficiently accurate to specifically identify the goods provided to the County. Example: Invoice shall include:

Item #	Description	Part #	List Price	Discount	Discount Price	Qty	Total
1.	Sony speaker	#123	$50.00	50%	$25.00	3	$75.00

13. AUDIT

All items sold to Palm Beach County as a result of this bid award are subject to post sale audit adjustment. In the event an audit indicates the successful bidder has not honored quoted price lists and discounts, the successful bidder shall be liable for any and all overage charges, and may be considered in default of the contract.

14. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of sixty (60) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

15. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

16. DELIVERY

Delivery shall be required within four (4) calendar days after receipt of term contract delivery order (DO) for stock items and ten (10) calendar days for non-stock items, unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Director or his/her designee. Failure of the successful bidder to perform to the delivery requirement, is sufficient cause for default and termination of the contract.

17. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

18. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this bid is for sixty (60) months. The anticipated value during the contract term is $4,905,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of the contract has been reached, notwithstanding that the anticipated term has not been completed.

19. BRAND / MANUFACTURER REFERENCED

Only the referenced manufacturer will be considered. Bids will be considered only from manufacturers or their authorized dealer/distributor/reseller. Authorized dealers/distributors/resellers must regularly maintain an adequate stock of materials normally required to meet the requirements of this bid.

20. WARRANTY

The successful bidder shall furnish factory/manufacturer warranty on all items furnished hereunder against defect in materials and/or workmanship. The factory/manufacturer warranty shall become effective on the date of delivery and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to Palm Beach County.

21. PACKAGING / SHIPPING LABELS

Each carton, case, and/or package delivered as a result of the contract shall include a shipping label and packing slip. Each shipping label shall specify the Purchase Order number, and the carton/case/package number per total number of cartons/cases/packages shipped for the order. Each packing slip (and all required copies) shall specify the successful bidders name, part number, part description, and the quantity for each part delivered. Parts delivered in the original manufacturer's cartons/cases/packages are acceptable, and each carton/case/package shall be labeled or marked with specific information including but not limited to manufacturer's name, part number, product type and style, brand name, size, weight, dimensions, compositional materials, and carton/case/package quantity.

22. TERMINATION OF RELATIONSHIP WITH MANUFACTURER

In the event the successful bidder's relationship as an authorized representative of a particular manufacturer's line is terminated by the manufacturer, a notice of termination shall be supplied, in writing, to the Purchasing Department. Supporting documentation from the manufacturer, terminating their relationship with the successful bidder, shall be included. If notification is not provided to the Purchasing Department as outlined above, the successful bidder may face termination from the contract and possible sanctions of being suspended from doing business with the County for up to two (2) years.

SPECIFICATIONS
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure a single fixed percentage discount or a single fixed percentage markup from the current price list(s) offered herein, and establish a term contract for the purchase of Heating, Ventilation and Air Conditioning (HVAC) equipment, parts and supplies for Palm Beach County.

GENERAL

The single fixed percentage discount or markup offered on the bid response page(s) shall apply to all items within the price list(s).

The same single fixed percentage discount or markup shall apply for both delivered and items picked up by authorized County personnel at the successful bidder's place of business.

Only those manufacturers listed will be considered.

The part numbers listed as "a" and "b" on the response pages are for evaluation purposes only, and are not the sole items to be ordered.

Palm Beach County will accept NO minimum order requirements.

Bidders are cautioned to calculate their discount or markup carefully. Separate shipping charges are not allowed under the contract, and shall be taken into consideration when offering your discount or markup.

NOTE: It is understood that current manufacturer's price lists are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed under the contract.

COUNTY'S RESPONSIBILITIES

The County shall order on an as needed basis.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

The successful bidder shall be bound by all terms, conditions and specifications of this solicitation.

COUNTY ACCEPTANCE

Delivered items shall not be considered "accepted" until an authorized agent for the County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The County may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

PAYMENT

Payment is based on the single fixed percentage discount provided on the bid response page(s). Payment shall be rendered ONLY upon the County's satisfaction and acceptance of items delivered or picked up. Price shall include, but is not limited to, all shipping, supervision, labor, equipment, materials, tools, machinery, transportation/delivery, travel, fuel, mileage, mobilization, demobilization or any/all incidental expenses and other facilities and services necessary to fully and completely provide the item(s) as specified herein. No additional compensation shall be offered or paid.

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
1.	BARD	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
1a.	Part #8105-066 Motor, Bard, 1/3 HP, 825 RPM, 230V	$_____	+ OR - _____%	$_____
1b.	Part #8201-088 Module, Bard compressor module	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #1 (1a + 1b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
2.	DAIKIN (GOODMAN)	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
2a.	Part #ZR48K5ETF5800 Compressor, Goodman	$_____	+ OR - _____%	$_____
2b.	Part #P140149 Coil, Goodman evaporator, up flow/down flow	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #2 (2a + 2b):	$_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
3.	DAIKIN (MCQUAY)	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
3a.	Part #330293901 Motor, Daikin, 2HP, 1140 RPM, 460/60/3	$_____	+ OR - _____%	$_____
3b.	Part #193414602 Sensor, Daikin temperature sensor, thermal, 236"	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #3 (3a + 3b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
4.	FRIEDRICH	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
4a.	Part #EM18N34A A/C Unit, Friedrich 17,500 BTU, 208/230V	$_____	+ OR - _____%	$_____
4b.	Part #YS12N33C A/C Unit, Friedrich 12,000 BTU	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #4 (4a + 4b):	$_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
5.	HOSHIZAKI	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
5a.	Part #PA0613 Assembly, Hoshizaki water pump assembly	$_____	+ OR - _____%	$_____
5b.	Part #2A3476-01 Condenser, Hoshizaki condenser	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #5 (5a + 5b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
6.	INGERSOLL RAND (TRANE)	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
6a.	Part #ACT-0399 Actuator, Trane 24V, non-spring return	$_____	+ OR - _____%	$_____
6b.	Part #MOT-5418 Motor, Trane condenser fan, ½ HP, 208/230V	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #6 (6a + 6b):	$_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
7.	KELE	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
7a.	Part #GMD20D Sensor, Kele CO2 duct sensor	$_____	+ OR - _____%	$_____
7b.	Part #UCS 121-H Control Module, Kele sequence control module, single state	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #7 (7a + 7b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
8.	KMC CONTROLS INC. (KREUTER CONTROLS)	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
8a.	Part #SSS-1005 Sensor, KMC differential pressure sensor	$_____	+ OR - _____%	$_____
8b.	Part #MCP-80315101 Actuator, KMC Damper actuator, 8 to 13 psi spring range	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #8 (8a + 8b):	$_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
9.	LUX PRODUCTS CORP.	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
9a.	Part #PSD111 Thermostat, LUX non-programmable, 1H/1C single stage	$_____	+ OR - _____%	$_____
9b.	Part #PSP722E Thermostat, LUX programmable, 2H/2C, dual stage	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #9 (9a + 9b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
10.	RHEEM	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
10a.	Part #13AJA48C01757 Condenser, Rheem Condenser, R22 air conditioner, 4 ton	$_____	+ OR - _____%	$_____
10b.	Part #51-100998-32 Motor, Rheem motor, 1/3 HP, 1075 RPM, 208/230V	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #10 (10a + 10b):	$_____

All All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
11.	STULZ	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
11a.	Part #VALQLE23D Valve, Stulz expansion valve	$_____	+ OR - _____%	$_____
11b.	Part #SWIPFCA3C Controller, Stulz motor controller	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #11 (11a + 11b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
12.	TECUMSEH	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
12a.	Part #82403 Relay, Tecumseh relay, start	$_____	+ OR - _____%	$_____
12b.	Part #HG131ER-101-A4JI Compressor, Tecumseh rotary compressor	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #12 (12a + 12b):	$_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
13.	UNITED TECHNOLOGY CORP (CARRIER)	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
13a.	Part #EHK2-05B Kit, Carrier electric heater kit, with circuit breaker	$_____	+ OR - _____%	$_____
13b.	Part #24ACC424A003 Air Conditioner, Carrier air conditioning condenser	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #13 (13a + 13b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
14.	YORK	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
14a.	Part #025-44799-000 Module, York motor Protector module, 2.5 amp	$_____	+ OR - _____%	$_____
14b.	Part #024-30933-001 Motor, York fan motor, 2HP, 850 RPM	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #14 (14a + 14b):	$_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Qualification of Bidders information is included, per Term #9? YES/INITIAL _____

* PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: **(Enter the entire legal name of the bidding entity)**	DATE:
* **SIGNATURE**: _____	PRINT NAME: PRINT TITLE:
ADDRESS: _____	
CITY / STATE: _____ ZIP CODE: _____	
TELEPHONE # ( ) TOLL FREE # ( )	E-MAIL: FAX #: ( )
APPLICABLE LICENSE(S) NUMBER #_____	TYPE: _____
FEDERAL ID # _____	

CERTIFICATION OF BUSINESS LOCATION
IFB #18-091/HS

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

_____ _____
(Signature) (Date)

DRUG-FREE WORKPLACE CERTIFICATION
IFB #18-091/HS

IDENTICAL TIE BIDS/QUOTES - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ **the**
(Individual's Name)

_____ **of** _____
(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Signature **Date**

Revised - 11/10/16

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME:_____ **PROJECT NO. OR BID NO.:** _____

NAME OF PRIME BIDDER:_____ **ADDRESS:** _____

CONTACT PERSON:_____ **PHONE NO.:** _____**FAX NO.:**_____

BID OPENING DATE:_____ **USER DEPARTMENT:** _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

	(Check one or both Categories) M/WBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK				
Name, Address and Phone Number	**Minority Business**	**Small Business**	**Black**	**Hispanic**	**Women**	**Caucasian**	**Other (Please Specify)**
1.	☐	☐	_____	_____	_____	_____	_____
2.	☐	☐	_____	_____	_____	_____	_____
3.	☐	☐	_____	_____	_____	_____	_____
4.	☐	☐	_____	_____	_____	_____	_____
5.	☐	☐	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)							
		Total	_____	_____	_____	_____	_____

Total Bid Price $ _____ **Total SBE-M/WBE Participation Dollar Amount or Percentage of Work** _____

I hereby certify that the above information is accurate to the best of my knowledge:_____

Signature Title

Note: **1.The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.**
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO:

_____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	**Item Description**	**Qty/Units**	**Unit Price**	**Total Price/ Percentage**
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage

_____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage _____**/** _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

_____
(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

_____
(Print name/title of person executing on behalf of SBE/M/WBE Subcontractor

Revised 10/11/2011

Date: _____

OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING_____ PROJECT#:_____

PROJECT NAME_____

PRIME CONTRACTOR NAME_____

PROJECT SUPERVISOR_____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (√)	Small Business (√)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge_____
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of $ _____ . ____

On ____ - ____ - ____ **from** _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ **PROJECT NO.:** _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

==========

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

***Subcontractor Name: _____ Amount to be paid: _____**

***Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.**

==========

By: _____ _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification ____ Type of Identification _____

Solicitation Information

Solicitation
18-091/HS

Procurement Folder
1026582

Version Number
7

Amendment
6

Solicitation Type
Invitation for Bids

Status
Closed

Description
HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM PURCHASE, TERM CONT

Published Date
09/11/2018

Closing Date
09/20/2018

Closing Time
04:00 PM

Time Left
Expired

Public Bid Opening Date
-

Public Bid Opening Time
-

Requesting Office
Palm Beach County

Issuing Office
Palm Beach County

Phone -
561-616-6828

Phone -
561-616-6828

Online Responses Prohibited
Yes

Mail Responses To

PURCHASING FRONT ADMINISTRATIVE OFFICE
PURCHASING (561) 616-6800
50 S MILITARY TRAIL
SUITE 110 WEST PALM BEACH FL 33415-3199 USA

Attachments

1 - 7 of 7 Records View per Page - 20 50 100 Page 1 of 1

File Name	Date	Proprietary Flag	Description
18-091-HS.pdf	06/27/2018	Standard	
18-091-HS_1_08-01-18.pdf	08/01/2018	Standard	

File Name	Date	Proprietary Flag	Description
18-091-HS_2_08-07-18.pdf	08/07/2018	Standard	
18-091-HS_3_08-14-18.pdf	08/14/2018	Standard	
18-091-HS_4_08-16-18.pdf	08/16/2018	Standard	
18-091-HS_5_08-21-18.pdf	08/21/2018	Standard	
18-091-HS_6_09-11-18.pdf	09/11/2018	Standard	

Contact Information

Buyer 561-616-6828 - hskeen@pbcgov.org
Holly Skeen

-

Event Information

0 Records View per Page - 20 50 100 Page 0 of 0

Event	Date
No Records Found	

Commodity Information

Group Line Number 1	**Line** 1	**Line Type** Item
Commodity Code 03100 AIR CONDITIONING, HEATING, AND VENTILATING EQUIPMENT, PARTS	**Quantity** 1.00000	**Unit of Measure** EA
Delivery Date -	**Commodity Specs** AND ACCESSORIES (SEE CLASS 740 ALSO)	**Ext Description** AIR CONDITIONING, HEATING, AND VENTILATING EQUIPMENT, PARTS
Manufacturer	**Part Number**	**Product/Catalog**
Serial Number	**Specification**	**Drawing**
Piece	**Color**	**Size**
Model	**Warranty Type** -	**Ship To** - -
Bill To - -	**MSDS** No	**Hazardous Materials**
Special Handling	**Packing Instructions**	**Detailed Inst**
Additional Handling Info		

Preference 1	**Weighting Factor %**	**Dollar Cap $**
Preference 2	**Weighting Factor %**	**Dollar Cap $**
Preference 3	**Weighting Factor %**	**Dollar Cap $**
Preference 4	**Weighting Factor %**	**Dollar Cap $**
Preference 5	**Weighting Factor %**	**Dollar Cap $**

Commodity Terms & Conditions

0 Records View per Page - 20 50 100 Page 0 of 0

Line	T&C Name	T&C Description
No Records Found		

Additional Information

Additional Information

Evaluation Criteria

0 Records View per Page - 20 50 100 Page 0 of 0

Criteria	Description	Response Type
No Records Found		

Terms & Conditions

0 Records View per Page - 20 50 100 Page 0 of 0

Line	T&C Name	T&C Description

No Records Found

****Revised 9-11-18****
BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
1.	BARD EQUIPMENT	CHECK APPLICABLE PRICE LIST: MSRP X DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT 38 % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
1a.	Model **#W36A2-A00** Air conditioner, Bard, **3 TON**	$ 3334.00	+ OR - 38 %	$ 2067.08

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
2.	BARD PARTS AND SUPPLIES	CHECK APPLICABLE PRICE LIST: MSRP X DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT 36 % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
2a.	Part **#S8105-066** Motor, Bard, 1/3 HP, 825 RPM, 230V	$ 168.25	+ OR - 36 %	$ 107.68
2b.	Part **#S8201-164** Compressor module, Bard	$ 44.00	+ OR - 36 %	$ 28.16
			TOTAL OFFER ITEM #2 (2a + 2b):	$ 135.84

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: THE WARE GROUP llc dba JOHNSTONE SUPPLY

Revised 9-11-18
BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
3.	DAIKIN (GOODMAN) EQUIPMENT	CHECK APPLICABLE PRICE LIST: MSRP X DEALER ____ JOBBER ____ CATALOG ____ OTHER X ____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT 17 % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
3a.	Model #GSX140181 Air Conditioner, Daikin (Goodman) **18,000 BTU, 208/230v**	$ 800.00	+ OR - 17 %	$ 664.00

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
4.	DAIKIN (GOODMAN) PARTS AND SUPPLIES	CHECK APPLICABLE PRICE LIST: MSRP ____ DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ COST (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT ____ % OR (+) MARKUP 29 %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
4a.	Part #ZR48K5ETF5800 Compressor, Goodman	$ 548.49	+ OR - 29 %	$ 707.55
4b.	Part #P140149 Coil, Goodman evaporator, up flow/down flow	$ 316.91	+ OR - 29 %	$ 408.81
			TOTAL OFFER ITEM #4 (4a + 4b):	$ 1116.36

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: THE WARE GROUP llc dba JOHNSTONE SUPPLY

Revised 9-11-18
BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
5.	**DELETED IN ITS ENTIRETY**	CHECK APPLICABLE PRICE LIST: MSRP ____ DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT ____% OR (+) MARKUP ____%

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
6.	DAIKIN (MCQUAY) PARTS AND SUPPLIES	CHECK APPLICABLE PRICE LIST: MSRP ____ DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ COST ____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT ____% OR (+) MARKUP 29 %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
6a.	Part #330293901 Motor, Daikin, 2HP, 1140 RPM, **460v**	$ 371.41	+ OR - 29 %	$ 479.12
6b.	Part #193414602 Sensor, Daikin temperature sensor, thermal, 236"	$ 18.22	+ OR - 29 %	$ 23.50
			TOTAL OFFER ITEM #6 (6a + 6b):	$ 502.62

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: THE WARE GROUP llc dba JOHNSTONE SUPPLY

****Revised 9-11-18****
BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
7.	FRIEDRICH EQUIPMENT	CHECK APPLICABLE PRICE LIST: MSRP X DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT 40 % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
7a.	Model **#EM18N34B** Air Conditioner, Friedrich, **20,000** BTU, 208/230V	$ 1773.00	+ OR - 40 %	$ 1063.80

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
8.	FRIEDRICH PARTS AND SUPPLIES	CHECK APPLICABLE PRICE LIST: MSRP X DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT 38 % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
8a.	Part #PXPC23030 Cord, Friedrich	$ 106.00	+ OR - 38 %	$ 65.72
8b.	Part #PXGA Grille, Friedrich	$ 100.00	+ OR - 38 %	$ 62.00
			TOTAL OFFER ITEM #8 (8a + 8b):	$ 127.72

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: THE WARE GROUP llc dba JOHNSTONE SUPPLY

****Revised 9-11-18****
BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
9.	HOSHIZAKI EQUIPMENT	CHECK APPLICABLE PRICE LIST: MSRP X DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT 50 % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
9a.	Model #KM-230BAJ Ice Machine, Hoshizaki	$ 4490.00	+ OR - 50 %	$ 2245.00

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
10.	HOSHIZAKI PARTS AND SUPPLIES	CHECK APPLICABLE PRICE LIST: MSRP X DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT 15 % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
10a.	Part #PA0613 Assembly, Hoshizaki water pump	$ 516.17	+ OR - 15 %	$ 438.74
10b.	Part #2A3476-01 Condenser, Hoshizaki	$ 253.23	+ OR - 15 %	$ 215.25
			TOTAL OFFER ITEM #10 (10a + 10b):	$ 653.99

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: THE WARE GROUP llc dba JOHNSTONE SUPPLY

****Revised 9-11-18****
BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
11.	INGERSOLL RAND (TRANE) EQUIPMENT	CHECK APPLICABLE PRICE LIST: MSRP ____ DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ NO BID (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
11a.	Model **#COM-8146, GP28D-EEE1-GA, 2.3 ton, 200-230/50-60/1 – Compressor**	$ NO BID	+ OR - _____%	$ NO BID

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
12.	INGERSOLL RAND (TRANE) PARTS AND SUPPLIES	CHECK APPLICABLE PRICE LIST: MSRP ____ DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ NO BID (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT NO BID% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
12a.	Part **#WHL-2168, Blower wheel, ½" bore**	$_____	+ OR - _____%	$ NO BID
12b.	Part #MOT-5418 Motor, ½ HP, 208/230V	$_____	+ OR - _____%	$ NO BID
		TOTAL OFFER ITEM #12 (12a + 12b):		$ NO BID

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: THE WARE GROUP llc dba JOHNSTONE SUPPLY

****Revised 9-11-18****
BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
13.	KELE	CHECK APPLICABLE PRICE LIST: MSRP X DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT 30 % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
13a.	Part #**FS1-6** **Switch,** Kele **liquid flow**	$ 184.98	+ OR - 30 %	$ 129.48
13b.	Part **#ST-W24-XHP** **Sensor,** Kele **temperature**	$ 81.64	+ OR - 30 %	$ 59.25
			TOTAL OFFER ITEM #13 (13a + 13b):	$ 188.73

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
15.	KMC CONTROLS INC. (KREUTER CONTROLS)	CHECK APPLICABLE PRICE LIST: MSRP X DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT 30 % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
15a.	Part #SSS-1005 Sensor, KMC differential pressure sensor	$ 44.29	+ OR - 30 %	$ 31.00
15b.	Part #MCP-80315101 Actuator, KMC Damper, 8-13 psi spring range	$ 119.34	+ OR - 30 %	$ 83.54
			TOTAL OFFER ITEM #15 (15a + 15b):	$ 114.54

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: THE WARE GROUP llc dba JOHNSTONE SUPPLY

Revised 9-11-18
BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
16.	LUX PRODUCTS CORP.	CHECK APPLICABLE PRICE LIST: MSRP X DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT 35 % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
16a.	Part #PSD111 Thermostat, LUX non-programmable, 1H/1C single stage	$ 86.00	+ OR - 35 %	$ 55.90
16b.	Part #PSP722E Thermostat, LUX programmable, 2H/2C, dual stage	$ 137.00	+ OR - 35 %	$ 89.05
			TOTAL OFFER ITEM #16 (16a + 16b):	$ 144.95

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
17.	RHEEM EQUIPMENT	CHECK APPLICABLE PRICE LIST: MSRP ____ DEALER ____ JOBBER ____ CATALOG ____ OTHER NO BID (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT NO BID % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
17a.	Model #RA1460AJ1NA Air conditioner, Rheem **5 ton, 208/230v, 1 phase, 60 Hz**	$ NO BID	+ OR - ____ %	$ NO BID

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: THE WARE GROUP llc dba JOHNSTONE SUPPLY

Revised 9-11-18
BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
18.	RHEEM PARTS AND SUPPLIES	CHECK APPLICABLE PRICE LIST: MSRP ____ DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ NO BID (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT NO BID% OR (+) MARKUP ____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
18a.	Part #43-25133-10 **Capacitor, 60/5 mfd, dual, round**	$ NO BID	+ OR - ____%	$ NO BID
18b.	Part #51-100998-32 Motor, Rheem, 1/3 HP, 1075 RPM, 208/230V	$ NO BID	+ OR - ____%	$ NO BID
			TOTAL OFFER ITEM #18 (18a + 18b):	$ NO BID

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
19.	STULZ EQUIPMENT	CHECK APPLICABLE PRICE LIST: MSRP ____ DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ NO BID (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT NO BID% OR (+) MARKUP ____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
19a.	Model #DH100 Dehumidifier, **115v/60hz, 1ph**	$ NO BID	+ OR - ____%	$ NO BID

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: THE WARE GROUP llc dba JOHNSTONE SUPPLY

****Revised 9-11-18****
BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
20.	STULZ PARTS AND SUPPLIES	CHECK APPLICABLE PRICE LIST: MSRP ____ DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ NO BID (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT NO BID % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
20a.	Part #VALQLE23D Valve, Stulz expansion	$ NO BID	+ OR - ____ %	$ NO BID
20b.	Part #SWIPFCA3C Controller, Stulz motor	$ NO BID	+ OR - ____ %	$ NO BID
			TOTAL OFFER ITEM #20 (20a + 20b):	$ NO BID

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
21.	UNITED TECHNOLOGY CORP (CARRIER) EQUIPMENT	CHECK APPLICABLE PRICE LIST: MSRP ____ DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ NO BID (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT NO BID % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
21a.	Model **#24ACC424A003** **Condenser, 2 ton**	$ NO BID	+ OR - ____ %	$ NO BID

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: THE WARE GROUP llc dba JOHNSTONE SUPPLY

Revised 9-11-18
BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
22.	UNITED TECHNOLOGY CORP (CARRIER) PARTS AND SUPPLIES	CHECK APPLICABLE PRICE LIST: MSRP ____ DEALER ____ JOBBER ____ CATALOG ____ OTHER NO BID (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT NO BID % OR (+) MARKUP ____ %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
22a.	Part #EHK2-05B Kit, Carrier electric heater, with circuit breaker	$ NO BID	+ OR - ____ %	$ NO BID
22b.	Part **#HC39GE208** **Motor, Condenser fan, 1/4hp, 208/230/220**	NO BID	NO BID	NO BID
			TOTAL OFFER ITEM #22 (22a + 22b):	$ NO BID

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
23.	YORK EQUIPMENT	CHECK APPLICABLE PRICE LIST: MSRP ____ DEALER ____ JOBBER ____ CATALOG ____ OTHER COST (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT ____ % OR (+) MARKUP 22 %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
23a.	Model **#YXT24BS21S** **Air conditioner, 208/230v, 1 phase, 60 Hz**	$ 1750.00	+ OR - 22 %	$ 2135.00

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: THE WARE GROUP llc dba JOHNSTONE SUPPLY

Revised 9-11-18
BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
24.	YORK PARTS AND SUPPLIES	CHECK APPLICABLE PRICE LIST: MSRP ____ DEALER ____ JOBBER ____ CATALOG ____ OTHER ____ COST (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT ____ % OR (+) MARKUP 30 %

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
24a.	Part #**026-41594-000** **Fan Blade, 3 blade, 7/8" bore**	$ 141.08	+ OR - 30 %	$ 183.40
24b.	Part #024-30933-001 Motor, York fan, 2HP, 850 RPM	$ 397.58	+ OR - 30 %	$ 516.85
		TOTAL OFFER ITEM #24 (24a + 24b):		$ 914.43

Acknowledge Qualification of Bidders information is included, per Term #9? YES/INITIAL PMM

* PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: **(Enter the entire legal name of the bidding entity)**
THE WARE GROUP llc dba JOHNSTONE SUPPLY

DATE: 9-20-2018

*** SIGNATURE:** 

PRINT NAME: PETER MITCHELL

PRINT TITLE: GOVERNMENT SALES MANAGER

ADDRESS: 1819 OLD OKEECHOBEE BLVD

CITY / STATE: WEST PALM BEACH FLORIDA ZIP CODE: 33409

TELEPHONE # (561) 689-3366

TOLL FREE # ( )

E-MAIL: PBCSUPPORT@JOHNSTONEWAREGROUP.COM

FAX #: ( )

APPLICABLE LICENSE(S) NUMBER # B40113264 TYPE: WEST PALM BEACH BUSINESS TAX

FEDERAL ID # 26-3590999

Board of County Commissioners

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal R. Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

BID SUBMISSION DATE: AUGUST 2, 2018 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County

INVITATION FOR BID

IFB #18-091/HS	**IFB TITLE: HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT**
PURCHASING DEPARTMENT CONTACT: HOLLY SKEEN	**TELEPHONE NO.: (561) 616-6828**
FAX NO.: (561) 242-6728	**E-MAIL ADDRESS: hskeen@pbcgov.org**

All bid responses must be received on or before August 2, 2018, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO**: Palm Beach County Purchasing Department, Attention: Holly Skeen, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES**: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED**: Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful bidder warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP**: The successful bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE**: Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In Octo

2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

e. **PUBLIC ENTITY CRIMES**: F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

f. **NON-COLLUSION**: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

g. **LOBBYING**: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

h. **CONFLICT OF INTEREST**: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

i. **SUCCESSORS AND ASSIGNS**: The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

j. **INDEMNIFICATION**: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

k. **PUBLIC RECORDS, ACCESS AND AUDITS**: The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the bidder, and wherever located shall be the property of the COUNTY.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of the Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the Bidder's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Bidder: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the Bidder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Bidder is specifically required to:

1. Keep and maintain public records required by the COUNTY to perform services provided under the Contract.
2. Upon request from the COUNTY's Custodian of Public Records ("County's Custodian") or COUNTY's representative/liaison, on behalf of the County's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the COUNTY, all public records in possession of the Bidder unless notified by COUNTY's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required

by the COUNTY to perform the service. If the Bidder transfers all public records to the COUNTY upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the COUNTY, upon request of the County's Custodian or the COUNTY's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Bidder to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of the Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

l. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW**: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

m. **LEGAL EXPENSES**: The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.

n. **NO THIRD PARTY BENEFICIARIES**: No provision of the Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the Contract, including but not limited to any citizen or employees of the County and / or successful bidder.

o. **SCRUTINIZED COMPANIES**

1) **SCRUTINIZED COMPANIES:**
As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the County determines, using credible information available to the public, that a false certification has been submitted by Bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

2) **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN $1 MILLION)**:
As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

3. BID SUBMISSION

a. **SUBMISSION OF RESPONSES**: **All bid responses must be submitted on the provided Invitation for Bid "Response" Form.** Bid responses on vendor letterhead / quotation forms shall not be accepted. **Responses must be typewritten, written in ink or a photocopy** and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS**: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all

required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. SBE BID DOCUMENT LANGUAGE

Item 1 – Policy
It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.
Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 – SBE Goals
The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 – Ranking of Responsive Bidders
Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

a. In evaluating competitive bids or quotes between $1,000 and one million dollars ($1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

b. In evaluating bids in excess of one million dollars ($1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000).

Item 4 – Bid Submission Documentation
SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 – List of Proposed SBE and M/WBE Participation
This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor
A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 – SBE Certification
Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY**. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 – Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.

c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).

f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.

g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.

h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Item 7 – Responsibilities After Contract Award

Schedule 3 – SBE-M/WBE Activity Form
This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification
A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 – SBE Substitutions
After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

d. **LOCAL PREFERENCE ORDINANCE**: In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Glades Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

e. **DRUG FREE WORKPLACE CERTIFICATION**: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. **CONDITIONED OFFERS**: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING**:

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term.
6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER**

PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.

7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. **SUBMITTING NO BID or NO CHARGE**: Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.

i. **ACCEPTANCE / REJECTION OF BIDS**: Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. **NON-EXCLUSIVE**: The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**: Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. **PERFORMANCE DURING EMERGENCY**: By submitting a bid, bidder agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under the contract. Bidder agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County. Failure to provide the goods or services to the County on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER**: Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract. The successful bidder warrants that the price(s) shall not exceed the successful bidder's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful bidder offers more favorable pricing to one of its customer(s), the successful bidder shall extend to the County the same pricing or the then current market price, whichever is lower.

4. BID SUBMISSION TIME / AWARD OF BID

a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME**: **The published bid submission time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.

b. **POSTING OF AWARD RECOMMENDATION**: Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE**: Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE**: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. **FEDERAL AND STATE TAX**: Palm Beach County is exempt from Federal and State taxes. The authorized agent for

Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by successful bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the successful bidder.

c. **PAYMENT**: In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at **https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService**.

Successful bidders **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods/services**.** Invoices submitted on carbon paper shall not be accepted.

PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.
Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com.

d. **CHANGES**: The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. **DEFAULT**: The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates the contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

f. **TERMINATION FOR CONVENIENCE**: The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**: Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. **BUSINESS INFORMATION**: If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

9. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a timeframe specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

A. The bidder, if not the manufacturer, must provide written evidence executed by the manufacturer, stating that the bidder is, in fact, an authorized dealer/distributor/reseller of the manufacturer.

10. AWARD (ITEM-BY-ITEM)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an item-by-item basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than $1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

11. CATALOGS, PRICE LIST(S), ETC.

Upon request, the successful bidder shall supply at no charge current catalogs for all awarded manufacturers. The successful bidder shall update and keep all catalogs throughout the term of the contract. When a revision to the manufacturer's catalog occurs which includes the addition of new products within the scope of this solicitation, the discount and net price of the new products must be equal to or better than the discount and price of items originally included in this solicitation.

Upon award, the successful bidder shall supply one copy of the appropriate catalog(s) to:

Palm Beach County Finance Department
Supervisor, Pre-Audit Division
P.O. Box 4036
West Palm Beach, Florida 33402-4036
(561) 355-3011

Note: All Catalogs shall clearly identify the term contract number and the successful bidder's name, address and telephone number. Additionally, catalogs, if not the manufacturer, will not satisfy this requirement.

12. INVOICES

When invoicing the County for goods purchased under this solicitation, the successful bidder must provide complete, accurate invoices which must include for every item purchased a unique catalog number, a definitive description, the catalog/list price, and the invoiced price. If the applicable catalog does not provide unique numbers, the description of the item must be sufficiently accurate to specifically identify the goods provided to the County. Example: Invoice shall include:

Item #	Description	Part #	List Price	Discount	Discount Price	Qty	Total
1.	Sony speaker	#123	$50.00	50%	$25.00	3	$75.00

13. AUDIT

All items sold to Palm Beach County as a result of this bid award are subject to post sale audit adjustment. In the event an audit indicates the successful bidder has not honored quoted price lists and discounts, the successful bidder shall be liable for any and all overage charges, and may be considered in default of the contract.

14. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of sixty (60) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

15. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

16. DELIVERY

Delivery shall be required within four (4) calendar days after receipt of term contract delivery order (DO) for stock items and ten (10) calendar days for non-stock items, unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Director or his/her designee. Failure of the successful bidder to perform to the delivery requirement, is sufficient cause for default and termination of the contract.

17. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

18. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this bid is for sixty (60) months. The anticipated value during the contract term is $4,905,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of the contract has been reached, notwithstanding that the anticipated term has not been completed.

19. BRAND / MANUFACTURER REFERENCED

Only the referenced manufacturer will be considered. Bids will be considered only from manufacturers or their authorized dealer/distributor/reseller. Authorized dealers/distributors/resellers must regularly maintain an adequate stock of materials normally required to meet the requirements of this bid.

20. WARRANTY

The successful bidder shall furnish factory/manufacturer warranty on all items furnished hereunder against defect in materials and/or workmanship. The factory/manufacturer warranty shall become effective on the date of delivery and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to Palm Beach County.

21. PACKAGING / SHIPPING LABELS

Each carton, case, and/or package delivered as a result of the contract shall include a shipping label and packing slip. Each shipping label shall specify the Purchase Order number, and the carton/case/package number per total number of cartons/cases/packages shipped for the order. Each packing slip (and all required copies) shall specify the successful bidders name, part number, part description, and the quantity for each part delivered. Parts delivered in the original manufacturer's cartons/cases/packages are acceptable, and each carton/case/package shall be labeled or marked with specific information including but not limited to manufacturer's name, part number, product type and style, brand name, size, weight, dimensions, compositional materials, and carton/case/package quantity.

22. TERMINATION OF RELATIONSHIP WITH MANUFACTURER

In the event the successful bidder's relationship as an authorized representative of a particular manufacturer's line is terminated by the manufacturer, a notice of termination shall be supplied, in writing, to the Purchasing Department. Supporting documentation from the manufacturer, terminating their relationship with the successful bidder, shall be included. If notification is not provided to the Purchasing Department as outlined above, the successful bidder may face termination from the contract and possible sanctions of being suspended from doing business with the County for up to two (2) years.

SPECIFICATIONS
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure a single fixed percentage discount or a single fixed percentage markup from the current price list(s) offered herein, and establish a term contract for the purchase of Heating, Ventilation and Air Conditioning (HVAC) equipment, parts and supplies for Palm Beach County.

GENERAL

The single fixed percentage discount or markup offered on the bid response page(s) shall apply to all items within the price list(s).

The same single fixed percentage discount or markup shall apply for both delivered and items picked up by authorized County personnel at the successful bidder's place of business.

Only those manufacturers listed will be considered.

The part numbers listed as "a" and "b" on the response pages are for evaluation purposes only, and are not the sole items to be ordered.

Palm Beach County will accept NO minimum order requirements.

Bidders are cautioned to calculate their discount or markup carefully. Separate shipping charges are not allowed under the contract, and shall be taken into consideration when offering your discount or markup.

NOTE: It is understood that current manufacturer's price lists are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed under the contract.

COUNTY'S RESPONSIBILITIES

The County shall order on an as needed basis.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

The successful bidder shall be bound by all terms, conditions and specifications of this solicitation.

COUNTY ACCEPTANCE

Delivered items shall not be considered "accepted" until an authorized agent for the County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The County may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

PAYMENT

Payment is based on the single fixed percentage discount provided on the bid response page(s). Payment shall be rendered ONLY upon the County's satisfaction and acceptance of items delivered or picked up. Price shall include, but is not limited to, all shipping, supervision, labor, equipment, materials, tools, machinery, transportation/delivery, travel, fuel, mileage, mobilization, demobilization or any/all incidental expenses and other facilities and services necessary to fully and completely provide the item(s) as specified herein. No additional compensation shall be offered or paid.

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
1.	BARD	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
1a.	Part #8105-066 Motor, Bard, 1/3 HP, 825 RPM, 230V	$_____	+ OR - _____%	$_____
1b.	Part #8201-088 Module, Bard compressor module	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #1 (1a + 1b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
2.	DAIKIN (GOODMAN)	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
2a.	Part #ZR48K5ETF5800 Compressor, Goodman	$_____	+ OR - _____%	$_____
2b.	Part #P140149 Coil, Goodman evaporator, up flow/down flow	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #2 (2a + 2b):	$_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
3.	DAIKIN (MCQUAY)	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
3a.	Part #330293901 Motor, Daikin, 2HP, 1140 RPM, 460/60/3	$_____	+ OR - _____%	$_____
3b.	Part #193414602 Sensor, Daikin temperature sensor, thermal, 236"	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #3 (3a + 3b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
4.	FRIEDRICH	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
4a.	Part #EM18N34A A/C Unit, Friedrich 17,500 BTU, 208/230V	$_____	+ OR - _____%	$_____
4b.	Part #YS12N33C A/C Unit, Friedrich 12,000 BTU	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #4 (4a + 4b):	$_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
5.	HOSHIZAKI	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
5a.	Part #PA0613 Assembly, Hoshizaki water pump assembly	$_____	+ OR - _____%	$_____
5b.	Part #2A3476-01 Condenser, Hoshizaki condenser	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #5 (5a + 5b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
6.	INGERSOLL RAND (TRANE)	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
6a.	Part #ACT-0399 Actuator, Trane 24V, non-spring return	$_____	+ OR - _____%	$_____
6b.	Part #MOT-5418 Motor, Trane condenser fan, ½ HP, 208/230V	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #6 (6a + 6b):	$_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
7.	KELE	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
7a.	Part #GMD20D Sensor, Kele CO2 duct sensor	$_____	+ OR - _____%	$_____
7b.	Part #UCS 121-H Control Module, Kele sequence control module, single state	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #7 (7a + 7b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
8.	KMC CONTROLS INC. (KREUTER CONTROLS)	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
8a.	Part #SSS-1005 Sensor, KMC differential pressure sensor	$_____	+ OR - _____%	$_____
8b.	Part #MCP-80315101 Actuator, KMC Damper actuator, 8 to 13 psi spring range	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #8 (8a + 8b):	$_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
9.	LUX PRODUCTS CORP.	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
9a.	Part #PSD111 Thermostat, LUX non-programmable, 1H/1C single stage	$_____	+ OR - _____%	$_____
9b.	Part #PSP722E Thermostat, LUX programmable, 2H/2C, dual stage	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #9 (9a + 9b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
10.	RHEEM	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
10a.	Part #13AJA48C01757 Condenser, Rheem Condenser, R22 air conditioner, 4 ton	$_____	+ OR - _____%	$_____
10b.	Part #51-100998-32 Motor, Rheem motor, 1/3 HP, 1075 RPM, 208/230V	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #10 (10a + 10b):	$_____

All All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
11.	STULZ	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
11a.	Part #VALQLE23D Valve, Stulz expansion valve	$_____	+ OR - _____%	$_____
11b.	Part #SWIPFCA3C Controller, Stulz motor controller	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #11 (11a + 11b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
12.	TECUMSEH	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
12a.	Part #82403 Relay, Tecumseh relay, start	$_____	+ OR - _____%	$_____
12b.	Part #HG131ER-101-A4JI Compressor, Tecumseh rotary compressor	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #12 (12a + 12b):	$_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
13.	UNITED TECHNOLOGY CORP (CARRIER)	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
13a.	Part #EHK2-05B Kit, Carrier electric heater kit, with circuit breaker	$_____	+ OR - _____%	$_____
13b.	Part #24ACC424A003 Air Conditioner, Carrier air conditioning condenser	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #13 (13a + 13b):	$_____

ITEM NO.	MANUFACTURER	PRICE LIST TYPE	SINGLE FIXED PERCENTAGE DISCOUNT OR MARKUP OFFERED
14.	YORK	CHECK APPLICABLE PRICE LIST: MSRP _____ DEALER _____ JOBBER _____ CATALOG _____ OTHER _____ (Specify)	APPLY PERCENTAGE TO EITHER THE DISCOUNT OR MARKUP BELOW: (-) DISCOUNT _____% OR (+) MARKUP _____%

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued…

Firm Name: _____

BID RESPONSE
IFB #18-091/HS

HVAC EQUIPMENT, PARTS AND SUPPLIES, OEM, PURCHASE, TERM CONTRACT

ITEM NO.	EVALUATION ITEM	ITEM PRICE	+ / - DISCOUNT OR MARKUP	FINAL ITEM PRICE
14a.	Part #025-44799-000 Module, York motor Protector module, 2.5 amp	$_____	+ OR - _____%	$_____
14b.	Part #024-30933-001 Motor, York fan motor, 2HP, 850 RPM	$_____	+ OR - _____%	$_____
			TOTAL OFFER ITEM #14 (14a + 14b):	$_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Qualification of Bidders information is included, per Term #9? YES/INITIAL _____

* PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: **(Enter the entire legal name of the bidding entity)**	DATE:
*** SIGNATURE**: _____	PRINT NAME: PRINT TITLE:
ADDRESS: _____	
CITY / STATE: _____ ZIP CODE: _____	
TELEPHONE # ( ) TOLL FREE # ( )	E-MAIL: FAX #: ( )
APPLICABLE LICENSE(S) NUMBER #_____	TYPE: _____
FEDERAL ID # _____	

CERTIFICATION OF BUSINESS LOCATION
IFB #18-091/HS

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

_____ _____
(Signature) (Date)

DRUG-FREE WORKPLACE CERTIFICATION
IFB #18-091/HS

IDENTICAL TIE BIDS/QUOTES - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ **the**
(Individual's Name)

_____ **of** _____
(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Signature **Date**

Revised - 11/10/16

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME:_____ **PROJECT NO. OR BID NO.:** _____

NAME OF PRIME BIDDER:_____ **ADDRESS:** _____

CONTACT PERSON:_____ **PHONE NO.:** _____**FAX NO.:**_____

BID OPENING DATE:_____ **USER DEPARTMENT:** _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

	(Check one or both Categories) M/WBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK				
Name, Address and Phone Number	**Minority Business**	**Small Business**	**Black**	**Hispanic**	**Women**	**Caucasian**	**Other (Please Specify)**
1.	☐	☐	_____	_____	_____	_____	_____
2.	☐	☐	_____	_____	_____	_____	_____
3.	☐	☐	_____	_____	_____	_____	_____
4.	☐	☐	_____	_____	_____	_____	_____
5.	☐	☐	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)		**Total**	_____	_____	_____	_____	_____

Total Bid Price $ _____ **Total SBE-M/WBE Participation Dollar Amount or Percentage of Work** _____

I hereby certify that the above information is accurate to the best of my knowledge:_____

Signature Title

Note: **1.The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.**
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO:

_____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	**Item Description**	**Qty/Units**	**Unit Price**	**Total Price/ Percentage**
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____ ____	_____	_____	_____
_____	_____ ____	_____	_____	_____

at the following price or percentage

_____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage _____**/** _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

_____
(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

_____
(Print name/title of person executing on behalf of SBE/M/WBE Subcontractor

Revised 10/11/2011

Date: _____

OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING_____ PROJECT#:_____

PROJECT NAME_____

PRIME CONTRACTOR NAME_____

PROJECT SUPERVISOR_____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (√)	Small Business (√)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge_____
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of $ _____ . __

On __ - __ - ____ **from** _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: ___ **PROJECT NO.:** _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

==========

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

***Subcontractor Name: _____ Amount to be paid: _____**

***Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.**

==========

By: _____ _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification ____ Type of Identification _____

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-071- Approve a Piggyback Agreement with Dana Safety Supply, Inc. for the purchase and installation of emergency equipment on an "as-needed basis" for all City of Boynton Beach Departments, with an annual expenditure of $470,000, utilizing the Bradford County Sheriff Contract No. BCSO219-01, which expires on July 14, 2029.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-071.

Explanation of Request: Outfitting the City of Boynton Beach's vehicles with proper emergency equipment and lighting is crucial for ensuring the City's fleet's safety, effectiveness, and reliability, particularly in emergency response situations. Having the appropriate lighting, sirens, and other essential tools allows for clear visibility and quick identification during emergencies, helping to prevent accidents and improve response times. Moreover, maintaining uniformity across the fleet in terms of equipment ensures consistency in operation, reducing confusion for first responders and improving overall coordination. Standardized emergency equipment also streamlines maintenance and repair, as parts and systems are uniform across vehicles, enhancing cost efficiency and minimizing downtime. By prioritizing its emergency vehicles' proper outfitting and uniformity, the City of Boynton Beach can maintain a well-prepared, professional, and effective response capability.

Dana Safety Supply, which currently has a contract with Bradford County, is a Blueprint-certified installer in South Florida, which is the Police and other Departments' current lighting operating system. This contract will furnish required emergency equipment and lighting for vehicles, allowing for uniformity within the fleet and continuity in equipment design across vehicles. This contract agreement with Dana Safety Supply will allow emergency equipment installation and lighting for emergency vehicles on an "as-needed basis" for all City of Boynton Beach departments.

Piggyback contracts significantly benefit the City of Boynton Beach by providing a cost-effective and efficient way to procure goods and services. By leveraging agreements already in place with other governmental entities, the City can avoid the time-consuming and expensive process of issuing its own competitive bids. This allows quicker access to needed resources while often securing more favorable pricing due to the economies of scale achieved through larger contracts. Additionally, piggybacking ensures the City can tap into pre-vetted vendors who have already been thoroughly evaluated, reducing administrative burdens and risks associated with vendor selection. Ultimately, piggyback contracts streamline procurement, save taxpayer money, and improve the efficiency of City operations.

How will this affect city programs or services? The purchase of emergency equipment will allow our emergency vehicles to continue to respond to emergency calls for service in a safe and prudent manner and allow employees to successfully meet our mission in an effective, efficient, and impartial service to the community.

Budgeted Item: Yes

Account Line Item and Description: Fleet Management Account # 501-2516-519-64-32 and 501-5000-590-09-82.

Fiscal Impact: Funds for the emergency equipment have been budgeted in the Fleet Management account # 501-2516-519-64-32 and 501-5000-590-09-82.

Attachments:
R25-071 Agenda_Item_2777-2025_Piggyback_Agreement_Dana_Safety_Supply__Inc.__5_.docx
Exhibit A to Resolution - signed piggyback agmt.pdf
BCSO2019-01-Contract-Renewal-and-Amendment 7-25-24 to 7-14-29.pdf
BRADFORD-BCSO2019-01_Signed_Contract-.pdf
Contract-BCSO2019-01-Piggyback.pdf

RESOLUTION NO. R25-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH DANA SAFETY SUPPLY, INC. FOR LIGHTING, EMERGENCY LIGHTING, SPECIALITY EQUIPMENT, PUBLIC SAFETY EQUIPMENT AND ACCESSORIES – PARTS SALES AND INSTALLATION SERVICE, FOR AN AMOUNT NOT-TO-EXCEED $470,000.00 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City requires services for Lighting, Emergency Lighting, Specialty Equipment, Public Safety Equipment and Accessories – Parts Sales and Installation Service for the Boynton Beach Police Department; and

WHEREAS, the County of Bradford, Florida, issued a "Request for Proposals" (RFP No. BCSO2019-01) and entered into a Master Agreement with Dana Safety Supply, Inc. ("Vendor") for Lighting, Emergency Lighting, Specialty Equipment, Public Safety Equipment and Accessories – Parts Sales and Installation Service; and

WHEREAS, the requested Piggyback Agreement with the Vendor is necessary to the functions of the City; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor to provide the City with Lighting, Emergency Lighting, Specialty Equipment, Public Safety Equipment and Accessories – Parts Sales and Installation Service, with an annual amount not-to-exceed $470,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between Vendor and the City for Lighting, Emergency Lighting, Specialty Equipment, Public Safety Equipment and Accessories – Parts Sales and Installation Service, with an annual amount not-to-exceed $470,000.00 (the "Agreement"), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Taralyn Pratt to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND DANA SAFETY SUPPLY, INC.

This Piggyback Agreement is made as of this __ day of _____, 2025, by and between Dana Safety Supply, Inc., a Florida corporation with a principal address of 500 S Edwardia Dr, Greensboro, NC 27409, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on June 3, 2019, the County of Bradford, Florida issued a "Request for Proposal" (RFP) No. BCSO2019-01, to establish a Master Agreement for Lighting, Emergency Lighting, Specialty Equipment, Public Safety Equipment and Accessories – Parts Sales and Installation Service; and

WHEREAS, the County of Bradford, Florida found Dana Safety Supply, Inc. ("Vendor") to be a responsive, responsible bidder and awarded it a five-year (5) contract, commencing on July 15, 2019, with an option for an additional five (5) year period, subject to mutual agreement of the parties. RFP No. BCSO2019-01 ("Master Agreement") initial contract term, July 15, 2024, through July 14, 2029; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, in order to ensure the continued furnishing of certain light systems and components; aftermarket vehicle accessories, public safety/emergency vehicle equipment ("Vehicle Accessories"), and other equipment not related to vehicles ("Non-Vehicle Accessories"), the City Departments are requesting to enter into a Piggyback Agreement with the Vendor for all City Departments as needed; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect until July 14, 2029. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "Bradford County Sheriff's Office" or "the County" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for the Services in an amount not to exceed Four Hundred Seventy Thousand Dollars ($470,000.00) per year.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are

required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

6. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11. **E-VERIFY:** VENDOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

12. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

13. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the

Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

16. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

17. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

18. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

19. **NO SPECIAL DAMAGES.** In no event shall either Party be liable to the other for any special damages, speculative damages, indirect, special, incidental, consequential, loss of profits, or other damages or losses of any kind whatsoever, no matter what the cause.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that

Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

24. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

25. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

26. **ANTI-HUMAN TRAFFICKING.** On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

Signature Page to follow

IN WITNESS OF THE FOREGOING, the parties have set their hands and sealed the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

_____

_____, Mayor

Approved as to Form:

_____

Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____

Maylee DeJesus, City Clerk

DANA SAFETY SUPPLY, INC.

Wanda J Hobbs

(Signature)

Dana Safety Supply, Inc.

Wanda J. Hobbs

Print Name of Authorized Official

COO

Title

(Corporate Seal)

Attest/Authenticated:

Penny Robinson

(Signature), Witness

Penny Robinson

Print Name

EXHIBIT "A"
AGREEMENT BETWEEN COUNTY OF BRADFORD, FLORIDA AND DANA SAFETY SUPPLY, INC.

Gordon Smith, Sheriff

SHERIFF

Bradford County

June 18, 2024

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Extending term to Contract No. BCSO2019-01 (w/amendment)

To whom it may concern,

This letter shall serve as formal notice of the Bradford County Sheriff's Office extending the terms of contract BCSO2019-01 from July 15, 2024, to July 14th, 2029, as indicated in Section 3.0 of said contract.

The following amendments will also be effective beginning July 15, 2024.
-Install rate $90 an hour
-On-site install rate $120 an hour
-Vehicle pick-up and delivery: $1.50 per mile (Minimum $100)
- Kustom Signal Inc. 2% off MSRP

The Bradford County Sheriff's Office looks forward to continuing its excellent working relationship with Dana Safety Supply. Please provide a current Certificate of Insurance to cover the extension period.

In Witness Whereof the Bradford County Sheriff's Office and Contractor (Dana Safety Supply) have agreed to this Extension and Amendment to the contract to be executed by the authorized representatives effective the date and year indicated above.

Attest:
Angel Lovell

Witness as to Contractor

Bradford County Sheriff's Office

By: 5120
Major George Konkel

Dana Safety Supply, Inc.

By:
Sidney Wells, Regional GM

CONTRACT
No. BCSO2019-01

THIS CONTRACT is executed this 12 day of July, 2019, by and between COUNTY OF BRADFORD, STARKE, FLORIDA, hereinafter called the "County" and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the County issued RFP No. BCSO2019-01 (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment ("Vehicle Accessories") and other equipment not related to vehicles ("non-Vehicle Accessories"); and,

WHEREAS, the Contractor submitted a certain proposal dated June 17, 2019 ("Proposal") in response to that RFP; and,

WHEREAS, the County and the Contractor desire to enter into a contract for the purchase and installation of Vehicle Accessories, as more particularly set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

SECTION 1. 0 PURCHASE AND INSTALLATION OF VEHICLE ACCESSORIES

1.1 Contractor shall provide and install Vehicle Accessories as may be ordered from time to time by the County. All Vehicle Accessories shall be priced, designed, constructed, equipped, and installed in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in the Contract. All Vehicle Accessories and installations shall conform and comply with all applicable federal, state, and local laws, statues, ordinances, and regulations.

1.1.1 The Contractor and the County shall schedule the following two meetings with respect to each order received from the County:

(i) A pre-production meeting to completely review the specifications of the Vehicle Accessories and installation prior to commencing assembly or production of each order. The Contractor shall be represented by qualified sales representative(s) and / or technician(s) to properly facilitate the design and construction requirements. This meeting can be held at the County's location, by phone, or at the installation facilities of the Contractor as directed by the County.

(ii) A final review and inspection shall be at the County's facility when the County vehicle with installed Vehicle Accessories ("Completed Vehicle") arrives and is considered by the Contractor to be complete. In addition to a complete inspection, County representatives will conduct a full performance test of each Completed Vehicle and of all integral systems. The Contractor shall provide all technical information and inspections and shall make available to the County all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the County, these repairs shall be facilitated at either the County's facility or at the facility of the Contractor.

1.1.2. The County or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Vehicle Accessory or installation. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

(i) The specific changes to be made (i.e. equipment installation, equipment, equipment components, etc.);

(ii) Changes, if any, in the time for delivery of the Completed Vehicle; and,

(iii) Changes in the price of the Vehicle Accessories or installation services.

1.2 Installation.

Should the County require Vehicle Accessories that cannot be provided by or purchased from the Contractor, the Contractor, at the request of the County, shall install such Vehicle Accessories provided by the County.

SECTION 2.0 PURCHASE OF PARTS

2.1 The Contractor shall provide such parts for all Vehicle Accessories installed under this Contract or non-Vehicle Accessories purchased under this Contract as the County may order from time to time. The Contractor shall provide original manufacturer part numbers. All parts ordered by the County shall be delivered to the County's designated location for delivery for each order. Significant delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 10.10; provided, however, the Contractor, in such event, shall promptly notify the County regarding the details of any such delay so the County can make a final determination regarding responsibility.

SECTION 3.0 TERM

The Term of this Contract shall be a period of five (5) years, commencing on July 15, 2019, unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT

4.1 Pricing.

4.1.1 During the Term, the County shall pay the Contractor for Vehicle Accessories ordered by the County based upon the Contractor's current pricing at the time a particular order is placed, less the stated discount (or mark-up) as set forth in the Proposal. The County shall pay the Contractor for installation of Vehicle Accessories, whether purchased from the Contractor or provided by the County, at the package prices or labor rates, as applicable, set forth in the Proposal, which rates may be modified from this time to time by mutual agreement as set forth in an amendment to this Contract.

4.1.2 A standard warranty package, as described and set forth in the Proposal, is included in the price of all Vehicle Accessories and non-Vehicle Accessories.

4.1.3 The listing and corresponding pricing of all Vehicle Accessories and non-Vehicle Accessories is listed in Exhibit A.

4.2 Payment.

4.2.1 All proper invoices shall be paid by the County in accordance with Florida Prompt Payment Act, Section 218.70, Florida Statutes.

4.2.2 In addition to other remedies available under this Contract, the County shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the County pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

5.1 The Contractor shall fully assemble, service, and adjust each Vehicle Accessory prior to installation and delivery, and the Contractor shall demonstrate, to the satisfaction of the County, that each delivered Vehicle Accessory is in perfect mechanical condition.

5.2 Delivery of a Completed Vehicle to the County does not constitute acceptance for the purpose of payment or warranty start time. The County shall inspect and test each delivered Completed Vehicle to determine whether it meets all specifications and requirements set forth in this Contract and within ten (10) days following delivery, the

County shall notify the Contractor, in writing, of either its final acceptance of the Completed Vehicle and Accessory or the failure of the Completed Vehicle or Accessory to meet certain specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the County, shall deliver to the County a detailed proposal and schedule for corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the County may refuse the Completed Vehicle. Each vehicle delivered or picked up by the Contractor for installation of Vehicle Accessories shall remain the responsibility of the Contractor, and the Contractor shall bear all risk of loss with respect thereto, until final acceptance of the Completed Vehicle by the County.

5.3 All non-Vehicle Accessory items that are delivered to the County should be inspected within three (3) business days for verification of all items being received that are listed on the packing slip that is included with the shipment. In the event that a packing slip is not included with the shipment, the Contractor should be notified with one (1) business day so that a packing slip can be provided. In addition, all items will need to be inspected for damage.

SECTION 6.0 INDEMNIFICATION.

6.1 The Contractor shall indemnify and save harmless the County, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgements of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the County, its official or employees, to the extent such claim, suit or proceeding is based on a claim that any Vehicle Accessories or non-Vehicle Accessories furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that County shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information, and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the County, its officials or employees, harmless from and against all costs and damages awarded, and all attorney's fees incurred or awarded. In any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written response. In case said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for County the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing work, parts or combination

thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Prior to commencing work, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - $1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
(i) Premise/Operations
(ii) Products/Completed Operations
(iii) Contractual
(iv) Independent Contractors
(v) Broad Form Property Damage
(vi) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - $1,000,000 limit per accident for property damage and personal injury.
(i) Owned/Leased Autos
(ii) Non-owned Autos
(iii) Hired Autos

(c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* – Workers' Compensation statutory limits as required by Chapter 440, Florida Statues. This policy should include Employers'/Umbrella Liability Coverage for $1,000,000 per accident.

7.1.2 Other Insurance Provisions

(a) Commercial General Liability and Automobile Coverage

(i) County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects, liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor;

premised owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of County. The coverage shall contain no special limitations on the scope of protection afforded to County, members of its County Commission, boards, commissions and committees, officers, agents, employees, and volunteers.

(ii) The Contractor insurance coverage shall be primary insurance as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers.

(iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) All Coverage

(i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to County in accordance with this Contract.

(ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.

(iii) Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so); and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

7.1.3 Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

7.1.5 Verification of Coverage

Contractor shall furnish County with certificates of Insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by County before work commences.

SECTION 8.0 TERMINATION

8.1 The County may, by written notice to the Contractor, terminate this Contract in whole or in part, at any time, either for the convenience of County or because of failure of the contractor to fulfill its obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all work affected (unless the notice directs otherwise).

8.2 If the termination is for the convenience of the County, the Contractor shall be paid for Vehicle Accessories and installation finally accepted and non-Vehicle Accessories received by the County as of the effective date of termination.

8.3 If the termination is due to the failure of the Contractor to fulfill its obligations under this Contract, the Contractor shall be liable to County for reasonable additional costs incurred by County as a result of such breach.

8.4 If, after notice of termination for failure to fulfill its obligations under this Contract, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of County.

8.5 The rights and remedies of the parties provided in this Section 8 are in addition to any other rights and remedies such party may have a law, in equity, or under this Contract.

SECTION 9.0 WARRANTY AND MAINTENANCE

9.1 The Contractor hereby warrants all Vehicle Accessories and installation as set forth in its Proposal and the individual warranty documents delivered with order. The Contractor will respond, either on-site in Bradford County or by the vehicle being brought to the Contractor's facility, for all warranty repairs within two (2) business days following notice from the County.

SECTION 10.0 MISCELLANEOUS PROVISIONS

10.1 Time shall be the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.

10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows:

Dana Safety Supply, Inc.
1855 Cassat Avenue, Unit 11
Jacksonville, Florida 32210
Attn: Sidney Wells

And to the County as follows:

Bradford County
Fleet Management Division
945-B North Temple Avenue
Starke, Florida 32091

10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the County.

10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the County.

10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in

relation to this Contract shall be placed in a court competent jurisdiction in Bradford County, Florida.

10.7 As required by Section 287.133 (2 (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals or leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either County or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of the Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.

10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin.

10.10 Either party shall be excused from timely performance under this Agreement to the extent, but only to the extent, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence on the part of, the party claiming such excuse from timely performance.

10.11 The Contractor shall make Vehicle Accessories, installation, and non-Vehicle Accessories available to other governmental entities on the same terms and conditions as set forth in this Contract. Should any such governmental entity purchase Vehicle Accessories, installation, and non-Vehicle Accessories on such basis utilizing this Contract, the Contractor shall report such purchase to the County and, within thirty (30) days following final payment for each order of such Vehicle Accessories, installation, and non-Vehicle Accessories, shall provide a credit to the County, which can be used toward the purchase of such Vehicle Accessories, installation, and non-Vehicle

Accessories from the Contractor, in the amount of 1% of the purchase price of such Vehicle Accessories, installation, and non-Vehicle Accessories. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term. The contractor may charge this as a transaction fee.

10.12 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. County and Contractor, by mutual agreement, may change or amend, at their discretion, the products, terms, and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.

10.13 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

BRADFORD COUNTY, FLORIDA

Attest:

Witness as to the County

Witness as to the County

By: Gordon Smith, SHERIFF

(Type or print name and title of signatory)

DANA SAFETY SUPPLY, INC.

Witness as to the Contractor

Witness as to the Contractor

By:

Sidney Wells, General Manager

(Type or print name and title of signatory)

Emergency Vehicle Lighting				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
911 Signal	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Able2 Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Brooking Industries	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Code 3	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
D&R Electronics	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
ECCO	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Federal Signal	Emergency and commercial vehicle lighting	15%		Up to 5 Years
Feniex	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
GoLight	Scene lighting	20%	MD	Up to 5 Years
GoLight	Helios (thermal imaging) and parts / accessories	5%	Dealer	1 Year
Maxxima	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
SoundOff Signal	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Star Warning Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Unity Spotlights	Scene lighting	50%	Dealer	Limited
Whelen	Emergency and commercial vehicle lighting	42%	MD	Up to 5 Years
Whelen	Parts only	30%	MD	Up to 5 Years
Vehicle Push Bumpers / Prisoner & K9 Transport				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
AceK9 / Radiotronics	K9 transport electronics	3%	Dealer	Up to 2 Years
American Aluminum	Prisoner and K9 transport	15%	Dealer	Up to 3 Years
Brooking Industries	Prisoner transport (seats and window bars)	30%	MD	2 Years
D&R Electronics	K9 Transport, cargo partitions, and window bars	15%	MD	1 Year
Go Rhino	Prisoner transport (partition and window bars) and push bumpers	18%	MD	1 Year
	Prisoner transport (seats)	8%	MD	1 Year
Havis	Prisoner and K9 transport	30%	MD	Up to Lifetime
Jotto Desk	Prisoner transport (partition, seats, window bars)	18%	MD	1 Year
Laguna	Prisoner transport (seats and window bars)	18%	MD	Up to 5 Years
Pro-gard Products	Prisoner transport (partition, seats, window bars)	20%	MD	Limited
Prisoner Transport Systems (PTS)	Prisoner transport (partition, seats, window bars)	10%	Dealer	Limited
Ranch Hand	Push bumpers	10%	Dealer	1 Year
Ray Allen	K9 transport electronics	3%	Dealer	Up to 2 Years
Setina	Prisoner (partition, seats, window bars) and K9 transport and non-lighted push bumpers	20%	MD	Up to 2 Years
Setina	Lighted push bumpers	10%	MD	Up to 5 Years
Troy Products	Prisoner transport (partition and window bars) and push bumpers	20%	MD	Up to 5 Years
Westin	Push bumpers	10%	MD	1 Year
Vehicle Weapon Mounts & Storage				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Big Sky Gun Racks	Gun racks	10%	MD	1 Year
CargoGlide	Truck storage access solution	10%	Dealer	Up to Lifetime
D&R Electronics	Gun racks and storage boxes	15%	MD	1 Year
DECKED	Storage solution for truck bed	15%	Dealer	3 Years
Go Rhino	Gun racks and storage boxes	15%	MD	1 Year
Jotto Desk	Gun racks	18%	MD	1 Year
Lund Industries	Gun racks and storage boxes	10%	MD	Limited
OPS	Storage boxes	15%	MD	Limited
Prisoner Transport Systems (PTS)	Storage boxes	10%	Dealer	Limited
Pro-gard Products	Gun racks and storage boxes	20%	MD	Limited
Rockland	Storage boxes	20%	MD	Limited
Santa Cruz Gun Locks	Gun racks	18%	Dealer	1 Year
Setina	Gun racks and storage boxes	20%	MD	Up to 2 Years
Setina	Blac-rac gun racks	0%	MD	Up to 2 Years
Troy Products	Gun racks and storage boxes	15%	MD	Up to 5 Years
Truck Vault	Storage boxes	5%	MD (Exclusive)	Up to Lifetime
Tuffy	Storage boxes	15%	MD	Limited
TufLoc / Esmet	Storage boxes	10%	MD	3 Years
Computers / Consoles / Docking Stations / Laptop and Tablet Mounts / Printers				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Brother Mobile Solutions	Printers and accessories	5%	MD	Up to 2 Years
D&R Electronics	Consoles, laptop mounts, docking stations	15%	Dealer	1 Year
Gamber Johnson	Consoles, laptop mounts, docking stations	35%	MD	Up to Lifetime
Havis	Consoles, laptop mounts, docking stations	30%	MD	Up to Lifetime
Havis	Apple related product and ICS (Integrated Control System)	3%	MD	3 Years
HINT Mounts	Consoles, laptop mounts, docking stations	12%	MD	Limited
Jotto Desk	Consoles, laptop mounts, docking stations	18%	MD	1 Year
LEM Solutions	Printer mounts	3%	MD	Limited
Lund Industries	Consoles, laptop mounts, docking stations	10%	MD	Limited
Panasonic	Laptops	5%	Dealer	Up to 3 Years
PMT (Precision Mounting Technologies)	Consoles, laptop mounts, docking stations	15%	MD	Up to Lifetime
Prisoner Transport Systems (PTS)	Consoles	10%	Dealer	Limited
RAM Products	Consoles and laptop mounts	30%	MD	Up to Lifetime
Samsung	Computing devices	5%	Dealer	Up to 3 Years
Troy Products	Consoles, laptop mounts, docking stations	18%	MD	Up to 5 Years
Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Apollo Video	In-car video	5%	MD	2 Years
Decatur Electronics	In-car video and radar	3%	MD	Up to 5 Years
Digital Ally	Body camera and in-car video	2%	MD	Limited
Genetec	LPR	5%	MD (Exclusive)	Up to 5 Years
L3 Mobile Vision / Safe Fleet	In-car video	3%	Dealer	Up to 3 Years
Mobileye	Collision avoidance	5%	MD (Exclusive)	Limited
MPH Radar	Radar	3%	Dealer	Up to 3 Years
Point Blank / Advanced Tech Group	Body camera and in-car video	5%	MD	Limited
Patrol Witness	In-car video	2%	MD	Limited
Rearview Safety	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	1 Year
Rostra	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	Up to 3 Years
Stalker	Radar	3%	MD	Up to 3 Years

Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety (continued)				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Utility	Body camera and in-car video	3%	Dealer	Up to 5 Years
WatchGuard	Body camera and in-car video	2%	MD	1 Year
Flashlights & Other Lighting				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Bayco Products	Flashlights	30%	MD	Up to Lifetime
Maglite	Flashlights	30%	MD	Up to Lifetime
Pelican Products	Flashlights and scene lighting	25%	MD	Up to Lifetime
Streamlight	Flashlights	30%	MD	Up to Lifetime
Sure Fire	Flashlights	12%	Dealer	Up to Lifetime
Truck Toppers / Caps				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
A.R.E.	Toppers and tonneau covers	5%	Dealer	Up to Lifetime
BAKFlip	Bed cover	10%	Dealer	Up to 2 Years
Reading	Steel commercial caps	5%	MD	5 Years
Roll n Lock	Bed cover	12%	Dealer	Up to 3 Years
SpaceKap	Transferable fiberglass caps	2%	MD	Up to Lifetime
Bodies / Cranes / Truck Equipment				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
A.R.E.	Toppers and tonneau covers	5%	MD	Up to Lifetime
Buyers Products	Truck equipment and accessories	18%	Dealer	Up to Lifetime
DeeZee	Truck equipment and accessories	10%	Dealer	Up to Lifetime
Keystone Automotive	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Liftmoore Cranes	Service cranes	5%	MD	Up to 3 Years
Meyer Distributing	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Palfinger	Service cranes	8%	Dealer	Up to 3 Years
Reading	Crane bodies, mechanics bodies, dump bodies, stake / platform bodies, service / utility bodies	5%	MD	Up to 10 Years
Rugby Manufacturing	Dump bodies	5%	MD	Up to 3 Years
Sterling Equipment	Heavy duty push bumpers and headache racks	5%	Dealer	Up to 1 Year
Thieman Tailgates	Liftgates	5%	MD	Up to 1 Year
Venturo Cranes	Service cranes	5%	Dealer	Up to 1 Year
Van Storage Equipment				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Kargo Master	Van interior packages, van ladder racks	5%	MD	Up to Lifetime
Legend Fleet Solutions	Van interior floor and wall solutions	5%	Dealer	Limited
Masterack	Van interior packages, van ladder racks, van interior floor and wall liners	15%	MD	1 Year
OPS	Van interior packages	10%	MD	Limited
Westcan Manufacturing	Van interior packages, van interior floor and wall liners	5%	Dealer	Limited
Footwear / Apparel				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
5.11 Tactical	Apparel, bags, boots, shoes	30%	MD	Up to Lifetime
Bates	Boots and shoes	25%	Dealer	Limited
Blackhawk!	Apparel, bags, boots	25%	Dealer	Up to Lifetime
Danner	Boots and shoes	18%	Dealer	Up to 6 Months
Magnum	Boots and shoes	22%	Dealer	1 Year
Propper	Apparel, bags, boots, shoes	15%	MD	Limited
Rocky	Boots and shoes	22%	Dealer	1 Year
Tru-Spec	Apparel, bags, boots	25%	MD	2 Years
DSS Products & Services				
Manufacturer	**Products Offered**	**Pricing**	**Master Distributor or Dealer**	**Warranty**
DSS Graphics	Design, printing, installation, and removal services	Quoted per Job		7 Years
DSS Products	Private label products or sole distributor products	15% off MSRP		Varies
DSS Website	www.danasafetysupply.com - All products	5% off MSRP		Varies
Fleeet Safety Website	www.fleetsafety.com - All products	5% off MSRP		Varies
Install Rate	Hourly install rate for install and repair services	$70 per hour		5 Years
Vehicle pick-up and delivery	Calculated based on round trip from DSS location to customer	$1 per mile		
Body Armor				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Armor Express	Body armor	30%	MD	5 Years
Onyx	Body armor	15%	MD	5 Years
Point Blank	Body armor	25%	MD	5 Years
Propper	Body armor	20%	MD	5 Years
Duty Gear				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
1791 Gun Leather	Holsters	10%	Dealer	Limited
Gould & Goodrich	Holsters, belts, and accessories	30%	MD	Limited
Hero's Pride	Badges, duty gear, insignia, patches and recognitions	25%	Dealer	Limited
High Speed Gear	Holsters, belts, and accessories	10%	Dealer	Up to Lifetime
Safariland	Holsters, belts, and accessories	20%	Dealer	Up to Lifetime
Fire Gear & Tools				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
ATI Fire Products	Nozzles, hoses, and coupling	10%	Dealer	Varies
Fire Ninja	Safety vests, glowflect tracking decals, sub zero cooling towels, and knives	12%	Dealer	Varies
Holik	Gloves	10%	Dealer	Limited
Innotex	Bunker / turnout gear	5%	Dealer	Limited
Nupla	Fire tools	30%	MD	Up to Lifetime
Full Line Supplier of Other Items				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Aervoe	LED flares	20%	Dealer	Up to 5 Years
Amerex	Fire extinguishers	10%	MD	Up to 12 Years
Angel Armor	Vehicle driver window armor	5%	Dealer	5 Years
ASP	Baton, flashlights, handcuffs	20%	MD	Up to Lifetime
Avon Protection	First responder Core Products (includes gas masks, etc and Accessories / Spares	5%	MD	Varies
Blackinton	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Combined Tactical Systems (CTS)	Less lethal munitions	8%	MD	Limited
Edge Tactical	Protective and ballistic eyewear	10%	MD	Limited
Garrett Metal Detectors	Walk thru and hand metal detectors	5%	MD	Up to 2 Years
Nite Track	Night vision	5%	MD	1 Year

Full Line Supplier of Other Items				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Noptic	Vehicle mounted thermal imaging	5%	Dealer	2 Years
Pac Kit	First aid kits	20%	Dealer	Limited
Panorama Antennas	Antennas for vehicle mounting	10%	MD	Limited
Sabre	Less lethal	34%	MD	Up to 2 Years
SIG Sauer	Handguns, rifles, scopes, sights, ammunition	5%	MD (Exclusive)	Up to Lifetime
Simunitions	Non-lethal training ammunition	5%	MD	Up to 5 Years
Sirchie	Forensic, vehicle, evidence, and surveillance solutions	5%	MD	Up to Lifetime
Smith & Warren	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Theon	Night vision	10%	MD	Up to 10 Years
Tremco	Vehicle anti-theft system	10%	MD	Limited
Wanco	Arrow board, light tower, message signs, and speed signs	3%	MD	Up to 5 Years
Zoll	AED	25%	MD	Up to Lifetime
Zoll	AED accessories	10%	MD	Up to Lifetime
Vehicles				
Manufacturer	**Products Offered**	**% over Cost**	**Master Distributor or Dealer**	**Warranty**
Chevrolet	Chevrolet line of vehicles	4%	Dealer	3 Years / 36K Miles
Dodge	Dodge line of vehicles	4%	Dealer	3 Years / 36K Miles
Ford	Ford line of vehicles	4%	Dealer	3 Years / 36K Miles

Gordon Smith, Sheriff

SHERIFF
Bradford County

September 6, 2023

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Contract No. BCSO2019-01

To whom it may concern,

The Bradford County Sheriff's Office agrees to allow any local or state government entity the ability to "Piggyback" off the above stated contract. Additional information regarding this can be found in Section 10 of said contract. If you have any questions or if I can be of any assistance, please contact me directly.

Thanks,

5720

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-072- Approving a piggyback contract with Konica Minolta Business Solutions U.S.A., Inc. piggybacking the NASPO 187962 & State of Florida Contract #44100000-24-NASPO-ACS that expires on July 31, 2026, for Multi-Function Devices, Copiers, and Related Software and Services Citywide for an annual expenditure of $120,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-072.

Explanation of Request: The City has been using Konica Minolta Business Solutions. U.S.A., Inc. “Konica Minolta” copiers pricing through the State of Florida agreement for the past few years and have been satisfied with their performance. The contract with the State expired in July of 2024, and the State of Florida recently secured a new contract with Konica Minolta, which now expires on July 31, 2026.

Piggybacking on the Konica Minolta State of Florida Contract # 44100000-24-NASPO-ACS is a strategic advantage that allows organizations to leverage pre-negotiated terms, pricing, and service agreements without requiring an extensive procurement process.

The discount from the list pricing is 76% lower, 43.39% lower than the published SOF price for the mainframe, and 31.74% lower than the published SOF pricing for the entire sample configuration.

This approach streamlines the acquisition of high-quality copiers and related services by utilizing competitive pricing and established contracts that have already been vetted and approved.

By piggybacking, entities can quickly secure the best available deals, reduce administrative costs, and avoid the delays associated with issuing new bids or negotiating individual contracts, all while ensuring compliance with state and national purchasing regulations. This efficient method also supports consistent service and support standards across multiple agencies and departments.

The City is forecasting spending around $120,000 on these copies per year. Therefore, Staff would like to request the ability to spend $120,000 in FY25 and $120,000 in FY26 pending the State's renewal of the contract in July 2026.

How will this affect city programs or services? NA

Budgeted Item: Yes

Account Line Item and Description: Citywide expenditure.

Fiscal Impact: This is a budgeted item.

Attachments:
R25-072 Agenda_Item_2562-2023_Piggyback_Agreement_with_Konica_Minolta_Business_Solutions__U.S.A.__Inc._-_Final__2_.docx
Exhibit A to Resolution - Piggyback Agreement Konica Minolta Final.pdf
EXHIBIT A - Master Agreement - 1702416714_92087063_Konica Minolta Master Agreement_effective 08.01.2024 (1).pdf
EXHIBIT B - Participating Addendum - Konica Minolta - 44100000-24-NASPO-ACS Fully Executed.pdf
NEW STATE OF FLORIDA KONICA MINOLTA PA 12.2024.pdf

RESOLUTION NO. R25-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR MULTIPLE-FUNCTION DEVICES, COPIERS, AND RELATED SOFTWARE AND SERVICES FOR AN AMOUNT NOT TO EXCEED $120,000.00 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City requires multiple-function devices, copiers, and related software and services to support its operations; and

WHEREAS, the State of Florida entered into Alternative Source Contract No. 44100000-24-NASPO-ACS with Konica Minolta Business Solutions U.S.A., Inc. ("Vendor") for multi-function devices, copiers, and related software and services; and

WHEREAS, the requested Piggyback Agreement with the Vendor is necessary to the functions of the City; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor to provide the City with multi-function devices, copiers, and related software and services, with an annual amount not to exceed $120,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between Vendor and the City for multi-function devices, copiers, and related software and services, with an annual amount not to exceed $120,000.00 (the "Agreement"), as attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Taralyn Pratt to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

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PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

This Piggyback Agreement is made as of this __ day of _____, 2025, by and between Konica Minolta Business Solutions U.S.A., Inc., a State of New Jersey corporation authorized to transact business in Florida, with a principal address of 100 William Drive, Ramsey, NJ, 07446, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on February 3, 2023, the State of Colorado, issued a "Request for Proposal" (RFP-NP-23-001), as the Lead State, which partnered with the NASPO ValuePoint Cooperative Purchasing Program to establish a Master Agreement for Multiple-Function Devices, Copiers, and Related Software and Services; and

WHEREAS, the State of Colorado found Konica Minolta Business Solutions U.S.A., Inc. ("Vendor") to be a responsive, responsible bidder and awarded it a three-year (3) agreement, Contract No. 187962 ("Master Agreement"), a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, the State of Florida entered into an Alternate Contract Source and Participating Addendum, Contract No. 4100000-24-NASPO-ACS, with Vendor to participate under the Master Agreement, commencing August 1, 2024, and terminating July 31, 2026, with three (3) additional one-year renewal options, a copy of which is attached hereto as **Exhibit "B"**; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, in order to ensure the continued services for Multiple-Function Devices, Copiers, and Related Software and Services, the City of Boynton Beach is requesting the City enter into a Piggyback Agreement with the Vendor to provide multiple-function devices, copiers, and related software and services; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, as amended by the Participating Addendum.

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NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect until July 31, 2026 ("Initial Term"). The Mayor is authorized to execute any renewal amendments. The Initial Term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement and Participating Addendum. If the Master Agreement or Participating Addendum expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement or Participating Addendum.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, as amended by the Participating Addendum, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement, as amended by the Participating Addendum, are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "State of Colorado" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for the Services in an amount not to exceed $120,000.00 per year. In the event of a conflict between the terms and conditions provided in the body of this Agreement and any document identified in the below list ("Contract Document"), the parties hereby agree that the order of precedence shall be descending as follows:

    a. This Agreement, to the extent not prohibited by any of the Contract Documents

    b. The State of Florida Participating Addendum 4100000-24-NASPO-ACS "Exhibit B" and all Amendments

    c. NASPO ValuePoint Master Agreement 187962 "Exhibit A"

    d. Purchase Order/Notice to Proceed

    e. The Solicitation, RFP-NP-23-001

    f. The Contractor's response to the Solicitation, as revised and accepted by the Lead State

    g. The Contractor's Supplemental Documents, including all Attachments

By way of example and not changing the foregoing, if there is a conflict between the main body of this Agreement and the NASPO ValuePoint Master Agreement 187962, this Agreement shall govern to the extent not prohibited by the NASPO ValuePoint Master Agreement.

NOTICES: All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

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City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

4. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

   Boynton Beach Finance Department
   Attn: Accounts Payable
   P.O. Box 310
   Boynton Beach, FL 33425.

   Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

   The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

5. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

6. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

7. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

8. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the

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opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

9. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such

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false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

10. **E-VERIFY:** VENDOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

11. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

12. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

13. **TERMINATION FOR CONVENIENCE:** The parties agree that Section 20 g. Early Termination for Convenience of Straight Leases, of the Alternate Contract Source and Participating Addendum, Contract No. 4100000-24-NASPO_ACS between the State of Florida and Vendor will govern the party's termination of convenience rights.

14. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

15. **INDEMNIFICATION**: The parties agree that Section 10.7 Indemnification, of the Alternate Contract Source and Participating Addendum, Contract No. 4100000-24-NASPO-ACS between the State of Florida and Vendor will govern the party's indemnification obligations.

16. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

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17. **LIMITATION OF LIABILITY:** The parties agree that Section 8, subsection g. Limitation of Liability, of the Alternate Contract Source and Participating Addendum, Contract No. 4100000-24-NASPO-ACS between the State of Florida and Vendor will govern the party's limitation of liability.

18. **NO SPECIAL DAMAGES.** In no event shall either Party be liable to the other for any special damages, speculative damages, indirect, special, incidental, consequential, loss of profits, or other damages or losses of any kind whatsoever, no matter what the cause.

19. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

20. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

21. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

22. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

23. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

24. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent

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permitted by law.

25. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

Signature Page to follow

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

_____
Ty Penserga, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

DocuSigned by:
kristen Mckenna
8AA1BAB6FBE54BB...
(Signature)
Konica Minolta Business Solutions U.S.A., Inc.

Kristen McKenna
Print Name of Authorized Official

Director, Government Contracts
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

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EXHIBIT "A"
NASPO VALUEPOINT MASTER AGREEMENT 187962
BETWEEN THE STATE OF COLORADO AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

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EXHIBIT "B"
STATE OF FLORIDA ALTERNATIVE SOURCE
CONTRACT 44100000-24-NASPO-ACS

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NASPO ValuePoint Master Agreement Terms and Conditions

For Copiers and Managed Print Services

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the **State of Colorado** (Lead State)

Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 5th Floor
Denver, Co 80203

And

Konica Minolta Business Solutions USA Inc.
100 Williams Drive
Ramsey, NJ 07446

Master Agreement Number: 187962

DocuSign Envelope ID: 1904E99C-E265-432F-9E5E-2488B31522D2

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MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.

1.2 **A4 MFD –** A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.

1.3 **Acceptance** - A written notice from a Purchasing Entity to Contractor advising Contractor that the Device has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor, as set forth in Section IX of this Master Agreement.

1.4 **Accessory** – A compatible item that is added to the Base Unit to enhance its capabilities and functions.

1.5 **Attachment** – Contractor's Supplemental Documents consist of the following:

1.5.1 Attachment 1 – KMBS Master Lease Agreement

1.5.2 Attachment 2 – KMBS Master Premier Advantage Schedule with Maintenance

1.5.3 Attachment 3 – KMBS Master Premier Lease Schedule without Maintenance

1.5.4 Attachment 4 – Standard Maintenance Terms and Conditions Schedule

1.5.5 Attachment 5 – KMBS MIPA Agreement

1.5.6 Attachment 6 – KMBS MIPA Schedule

1.5.7 Attachment 7 – KMBS Municipal Authorization

1.5.8 Attachment 8 – KMBS Warranty Customer One Guarantee

1.5.9 Attachment 9 – KMBS MPS Site Agreement

1.5.10 Attachment 10 – KMBS ECM Hosting SOW

1.5.11 Attachment 11 – KMBS ECM Software Subscription SOW

1.5.12 Attachment 12 – KMBS SSD Disposal Options

1.5.13 Attachment 13 – KMBS Incumbency Certificate

1.5.14 Attachment 14 – Konica Customer Expectation Guide Solutions Support

1.5.15 Attachment 15 – Konica Sample MPS Statement of Work

1.5.16 Attachment 16 – Konica Equipment Removal Authorization Form

1.6 **Authorized Dealer** – The Manufacturer's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer's Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.

1.7 **Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that

include all standard Accessories and parts and excludes optional Accessories and/or software.

1.8 **Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.

1.9 **Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.

1.10 **Business Day** – Any day other than Saturday, Sunday, or a legal holiday.

1.11 **Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments.

1.12 **Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.

1.13 **Cancellable Rental** - An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Device ownership is not an option.

1.14 **Capital Lease** - For the purposes of this Master Agreement, a Capital Lease shall also be referred to as a $1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.

1.15 **Ceiling Pricing** - Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.

1.16 **Contractor** - A party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.17 **Coterminous** - Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Device or Accessory. The original term of the lease or rental is not modified as a result of a Coterminous addition.

1.18 **Deliverable** - A Product, Service, solution, result, labor, or other effort being sought through this RFP.

1.19 **Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as “Equipment.”

1.20 **Device Downtime** - The period of time that a Device is waiting for Service to be completed.

1.21 **Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.

1.22 **Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device,

often for a discounted amount.

1.23 **Device Upgrade or Downgrade** - A replacement of the Purchasing Entity's existing lease or rental Device, with a different piece of Device, of either greater or lesser value. A new lease or rental is then originated for the new piece of Device, with the remaining lease or rental payments on the old Device wrapped into it. The old lease or rental is closed out, and the Device is returned to Contractor.

1.24 **Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.

1.25 **Embedded Software** - One or more software applications which permanently reside on a computing Device.

1.26 **Energy Star** - The U.S. Environmental Protection Agency's standard for energy efficiency.

1.27 **Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.

1.28 **Free on Board (FOB) Destination** - Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.

1.29 **Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.

1.30 **Initial Lease or Rental Term** - The length of time (i.e. 12, 18, 24, 36, 48, 60 or 72 months) that a Purchasing Entity enters into a lease or rental agreement.

1.31 **Intellectual Property** - Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.32 **Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.

1.33 **Lead State -** The State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.34 **Legacy Device** – A Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.

1.35 **Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.

1.36 **Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.

1.37 **Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Contractor.

1.38 **Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.

1.39 **Master Agreement** - The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.40 **Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.

1.41 **NASPO ValuePoint** - A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.42 **Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.

1.43 **Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, holidays excluded.

1.44 **Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.

1.45 **OEM** – The Original Equipment Manufacturer.

1.46 **Order** - Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc. used by a Purchasing Entity to order the Products and Services.

1.47 **Participating Addendum –** A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.48 **Participating Entity -** A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.49 **Participating State** - A state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.50 **Power Filter** - An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.

1.51 **Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.

1.52 **Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.

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1.53 **Production Device** - A high-speed, high-quality printing Device that typically has advanced finishing functionality.

1.54 **Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.

1.55 **Published Price** – The price that is posted on the Manufacturer's website or in their pricing literature (e.g. not the Master Agreement contract price).

1.56 **Purchasing Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.57 **Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.

1.58 **Remanufactured** - The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Device must be certified by the Manufacturer.

1.59 **Renewal Term** - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.

1.60 **Response Time** - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.

1.61 **Scanner** - A Device that scans documents and converts it into digital data.

1.62 **Segment** - The various speeds that Devices are categorized by.

1.63 **Services** – The labor required to be performed by Contractor pursuant to the Master Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.

1.64 **Service Base Location** - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.

1.65 **Service Call** - An on-site Service technician visit due to Device error or malfunction.

1.66 **Single-function Printer** - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.

1.67 **Straight Lease** - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.

1.68 **Supplemental Documents** – With the exception of software, end-user and click-wrap agreements, Contractor's Supplemental Documents are the only authorized documents under this Master Agreement and are attached hereto as Attachments.

1.69 **Supplies** - Consumable items that gets used up or are discarded once used, such as ink cartridges.

1.70 **Third Party** – A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.

1.71 **Total Monthly Payment** - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.

1.72 **Useful Life** - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

II. Parties and Term of the Master Agreement

2.1 **Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Konica Minolta Business Solutions USA Inc. (hereinafter called "Contractor"), for the procurement of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Consumable Supplies, Managed Print Services, Software Related Services (including cloud-based offerings and web-based fleet management tools), Standalone Production Devices, Industrial Print Equipment, and Specialty Printers as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.

2.2 **Initial Term.** The initial term of this Master Agreement is for two (2) years, with an effective date of August 1, 2024. The term of this Master Agreement may be amended beyond the initial term for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

2.3 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

III. Order of Precedence

3.1 **Order.** This Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all Exhibits;

3.1.3 An Order issued against the Master Agreement;

3.1.4 The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and

3.1.6 Contractor's Supplemental Documents, which are included as Attachments.

3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify,

or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement, nor will it include Products and Services not awarded under the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this

Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.1.1 Contractor will report on all Usage Based Equipment sales, and on Usage Based or Life Cycle Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.

5.2.1.2 Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service

and Supply costs, the Contractor may report as follows:

5.2.1.2.1 Purchased Equipment: Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies," providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor's Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the Equipment.

5.2.1.2.2 Lease and Rental Equipment: Contractor may report sales according to the Purchased Equipment methodology described above, or they may report the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies." Thus, in the Contractor's Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the invoiced Equipment.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without

amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Contractor's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed ("celling") price to any Purchasing Entity.

6.1.1 MSRP/List Price discount percentages must be guaranteed throughout the term of the Master Agreement, including any renewal terms, however; Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Price List(s).

6.1.2 With the exception of Group C and Sub-Group C1 and C2 Devices, pricing must include all shipping, delivery, and installation costs associated with the Products. Excess installation charges however, may be billable. Refer to section IV.E.5 of Exhibit A, Statement of Work, for more information.

6.1.3 Price Lists received after the 1st day of the new quarter may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further.

6.1.4 Contractor may update their lease and rental rates once per quarter by providing the Lead State with documentation regarding said rate changes. Updates to lease and rental rates will not be permitted until 8/1/2025.

6.1.5 Pricing shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 – 7/31/2025). Contractor may then update their pricing **once per calendar year**. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State's sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans.

6.1.6 All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.

6.1.7 All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.

6.1.8 Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity of special state-wide promotional discounts.

6.1.9 No retroactive adjustments to prices or rates will be allowed.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may

be made via a purchasing card with no additional charge.

6.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. **Exhibit A, Statement of Work**, contains Leasing and Rental provisions; however, it shall be at the discretion of each Participating State or Entity to accept these terms, reject these terms, or further negotiate the terms with the Contractor, as long as those negotiations don't fall outside the original scope of the RFP or the Master Agreement.

For example: *The maximum lease or rental term on Group A Devices is 60 months; Contractor is not permitted to offer a lease term in excess of this.*

VII. Ordering

7.1 Order Numbers. Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Ordering and Invoicing Specifications.** At the discretion of the Participating State or Entity, all Orders pursuant to this Master Agreement, may contain the following:

7.6.1 Name of Purchasing Entity;

7.6.2 The name, phone number, and address of Purchasing Entity representative;

7.6.3 Order date;

7.6.4 Description of the Product and/or Service ordered;

7.6.5 Model number;

7.6.6 Price;

7.6.7 The Master Agreement number; and

7.6.8 Any additional information required by the Participating State or Entity.

7.7 Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.

7.8 At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.

7.9 Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.

7.10 With the exception of drop-shipped items, Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **Section IX**.

7.11 Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or $200.00, unless otherwise specified in a Participating Addendum.

7.12 Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.

7.13 All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.

7.14 Contractor and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.

7.15 Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.

7.16 Internet-based Portal and Electronic Catalogs. If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:

7.16.1 The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;

7.16.2 All Environmentally Preferable Products (EPP) shall be clearly listed;

7.16.3 If Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;

7.16.4 All information made available through the Participating State or Entity's eCommerce system is accurate and complies with the Master Agreement and the Participating Addendum; and

7.16.5 Paper catalogs or other digital media catalogs must be supplied to the Participating State or Entity upon request.

7.17 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.18 Substitutions. If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.

7.19 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

7.20 Supplemental Documents. All Attachments to this Master Agreement have been reviewed and negotiated by the Lead State only to the extent that they comply with the terms and conditions of RFP-NP-23-001 as well as this Master Agreement. Participating States and Entities are still advised however, to review each Supplemental Document and negotiate the terms and conditions further with Contractor if necessary. It shall be at the discretion of Contractor and Purchasing Entity to determine which Supplemental Documents are appropriate for each Order type. With the exception of End User License Agreements (EULA's), clickwrap agreements, and any third party software agreements, which have not been reviewed or negotiated by the Lead State, nor are they attached to this Master Agreement, only the Supplemental Documents attached to this Master Agreement are permitted to be used for any Order placed.

VIII. Shipping and Delivery

8.1 Shipping Terms. With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped F.O.B. destination, freight pre-paid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and Acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 **Available Products**. Devices that are in-stock or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.

8.3 **Required Updates**. Contractor shall provide a minimum of semi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.

8.4 **Software Installation**. Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.

8.5 **Delivery Days and Receiving Hours.** All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State. The Purchasing Entity shall not be responsible for any additional charges should the Contractor fail to observe specific delivery days and receiving hours. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.

8.6 **Inside Deliveries.** All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

8.7 **Packaging.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 **Applicability.** Unless otherwise specified in the Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 With the exception of drop-shipped Devices, Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B, Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Device(s).

9.4 Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.

9.5 Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the

Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Devices are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.

9.6 **Inspection.** All Devices are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.6.1 Devices that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.6.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Device rejected and returned, or for which Acceptance is revoked.

9.7 **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.8 **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Device meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.8.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Device is delivered or, if installed by Contractor, the day after the Device is installed and Contractor certifies that the Device is ready for Acceptance Testing.

9.8.2 If the Device does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.8.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Device still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Device from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.8.4 Contractor shall pay all costs related to the preparation and shipping of Device returned pursuant to the section.

9.8.5 No Device will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 The warranty period shall begin upon Acceptance of the Device, and shall be for a minimum of ninety (90) days for purchase, lease and rental Devices. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices.

10.3 Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.

10.4 Devices shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.

10.5 If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.

10.6 Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.

10.7 Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.

10.8 Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.

10.9 Contractor warranty obligations shall not apply if:

10.9.1 The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;

10.9.2 If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device; and

10.9.3 The Device is relocated to any place where Contractor Services are not available.

10.10 Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.

10.11 It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.

10.12 Lemon Clause

10.12.1 This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor's Master Agreement.

10.12.2 This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.

10.12.3 The application period is thirty-six (36) months from the date of Acceptance.

10.12.4 This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a

Participating State or Entity in their Participating Addendum.

10.12.5 A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.

10.12.6 Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

10.13 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

XI. Equipment Title

11.1 Conveyance of Title. Contractor shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:

11.1.1 Purchasing Entity up-front purchase of the Device;

11.1.2 Purchasing Entity exercising the purchase option at the end of an FMV Lease;

11.1.3 Expiration of a Purchasing Entity's Capital Lease; or

11.1.4 Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.

11.2 Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.3 Embedded Software. Transfer of title to the Device must include an irrevocable and perpetual license to use any Embedded Software in the Device. If Purchasing Entity subsequently transfers title of the Device to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Device title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.4 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any

death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product, system or method.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers

licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.

13.2 Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

13.2.1 **Commercial General Liability** covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence, $2 million general aggregate, $2 million Products and completed operations aggregate and $50,000 and any one fire. If any aggregate limit is reduced below $2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.

13.2.2 **Cyber Liability** covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

13.2.3 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.2.4 **Automobile Liability** covering any auto (including owned, hired and non-owned), with a minimum limit of $1,000,000 each accident combined single limit.

13.3 Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

13.4 Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:

13.4.1 Includes the Participating States identified in the Request for Proposal as additional insured's, and;

13.4.2 Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

13.5 Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum,

or the Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.6 Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

13.7 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.8 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.9 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.10 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this

Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their

obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, acts of war which are beyond that party's reasonable control, pandemics, or epidemics that would negatively impact supply chain distribution. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement. This clause does not absolve Purchasing Entity of their payment obligations for goods or services received. Past due account charges will not accrue until the conclusion of the Force Majeure event, at which point Contractor shall also be expected to resume their Service obligations.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue

or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations; and

14.8.3.5 Suspension of Contractor's performance.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master

Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The laws of the Lead State shall govern the construction and effect of this Master Agreement. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

14.12.2 The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of

action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

*** Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

CONTRACTOR **Konica Minolta Business Solutions U.S.A., Inc.**	STATE OF COLORADO **Jared S. Polis, Governor** Department of Personnel & Administration State Purchasing & Contracts Office Tony Gherardini, Executive Director
By: Kristen McKenna Title: Director, Government Contracts By: DocuSigned by: Kristen McKenna 8AA1BAB6FBE54BB... *Signature Date: 12/7/2023	By: DocuSigned by: John Chapman EF45AFDEB51E414... John Chapman, State Purchasing Manager Date: 12/8/2023

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Nathan Manley 66856696CC1A43A...

Date: 12/8/2023

EXHIBIT A – STATEMENT OF WORK

I. Product Overview

A. Contractor is authorized to provide Products and Services in the following Groups and Sub-Groups:

1. Primary Products and Services:

Group	Products and Services
A	A3 MFD – *OEM only*
B	A4 MFD – *OEM and Non-OEM*
C	Production Equipment – *OEM and Non-OEM*
D	Single-function Printers – *OEM and Non-OEM*
E	Large/Wide Format Equipment – *OEM and Non-OEM*
F	Scanners – *OEM and Non-OEM*
G	Software – *OEM and Non-OEM*
H	Supplies (consumable) – *OEM and Non-OEM*
I	Managed Print Services

2. Ancillary Products and Services:

Sub-Group	Products and Services
G1	Software Related Services
C1	Standalone Production Devices (cutters, sorters, binders) – *OEM and Non-OEM*
C2	Industrial Print Equipment – *OEM and Non-OEM*
D1	Specialty Printers (3D, receipt, barcode label, card, cable) – *OEM and Non-OEM*

B. Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **section II.B.3**.

C. Contractor may only offer Devices that meet the minimum requirements as outlined in **section II.A.**

D. Any Products added to the Master Agreement throughout the term of the Contract must be discounted according to the proposed discount for the appropriate Segment or as specified in **section II.A.4.**

E. Contractor may provide MPS under any Group they offer under this Contract. However, MPS may <u>not</u> be provided on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless Contractor has a written agreement with the Manufacturer to do so.

F. Contractor may add, remove or modify Products and Services on their Price Lists **<u>once per</u>**

calendar month, beginning in September 2024. Modifications do NOT include price increases. Refer to **section 6.1 of the Master Agreement Terms and Conditions** for information regarding pricing.

G. Any Device additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Device(s) being removed from the Master Agreement Price List(s) until such time they can be verified on Buyer's Lab. In addition, if a Device is acquired by a Purchasing Entity that is not listed on Buyer's Lab within 90 days of it being added to the Price List, then Contractor shall remove the Device from the Purchasing Entity location and substitute it with a Device of equal or greater value, at no charge to the Purchasing Entity. This substituted Device must be on the Price List, AND listed on Buyer's Lab.

II. Master Agreement Deliverables

A. Primary Product and Service Offerings

1. Group Categories. Segments shall be utilized to distinguish the various speeds of the Devices within Groups. The speeds are denoted in Page per Minute (PPM). The Segments for each Group are as follows:

Group A – MFD, A3	
Segment	**PPM**
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4	
Segment	**PPM**
1	Up to 20
2	21 - 30
3	31 - 40
4	41 - 50
5	51 - 60
6	61+

Group C – Production Equipment	
Segment	**PPM**
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

Group D – Single-function Printers	
Segment	**PPM**
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment			
Segment	**A1 or D Size PPM***	**Width – Office**	**Width - Industry**
Low	0 – 3	24” – 44”	46” and higher
Medium Low	4 - 9	24” – 44”	46” and higher
Medium High	10 - 19	24” – 44”	46” and higher
High	20+	24” – 44”	46” and higher

*Speeds denoted above are based on b&w output

Group F - Scanners	
Segment	**PPM**
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

2. **Device Configurations.** Devices must be equipped, at a minimum, with the following Accessories/capabilities:

2.1 Group A – MFD, A3

a. New power filter;

b. Duplex for Segment 3 and above;

c. Standard paper drawer(s) equal to or greater than:

i) One (1) paper supply for Segment 2;

ii) Two (2) paper drawers for Segments 3 and 4; and/or

iii) 2,000 sheet paper capacity for Segments 5 and above.

iv) Paper size capacity up to 11” x 17”; and

v) Bypass paper supply, if applicable for Segment.

2.2 Group B – MFD, A4

a. New power filter;

b. Bypass paper supply;

c. Standard paper drawer(s) equal to or greater than:

i) One (1) paper supply for Segments 1 and 2;

ii) Two (2) paper drawers for Segments 3 and 4; and/or

iii) 1,000 sheet capacity for Segments 5 and above.

d. Paper size capacity up to 8 1/2" x 14"; and

e. Envelope adjustment capability.

2.3 Group C – Production Equipment

a. New power filter;

b. Standard paper drawer(s);

c. Standard paper capacity;

d. Duplex; and

e. Network connectivity.

2.4 Group D – Single-function Printers

a. Must include an inkjet, light emitting diode (LED), or laser print engine;

b. Standard paper drawer(s);

c. Standard paper capacity; and

d. Network connectivity.

2.5 Group E – Large/Wide Format Equipment

a. Hard-Disk drive;

b. Network connectivity;

c. Touch screen control panel; and

d. Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.

2.6 Group F – Scanners

a. Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);

b. Automatic Document Feeder (ADF);

c. Letter or legal paper size capacity;

d. Color depth of at least 24 bytes; and

e. Single pass duplex scan.

3. Device Standards. Devices must meet the following requirements:

3.1 Group A Base Units are OEM only.

3.2 Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.

3.3 Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price

List.

3.4 Group E must be Energy Star compliant and registered within one (1) year of being added to the Master Agreement Price List.

3.5 If Contractor Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D and E Devices only) within one (1) year, then they will be removed from the Price List. If said Devices have already been placed at a Purchasing Entity's location, then Contractor must replace the Devices with a comparable, qualified model, at no cost to the Purchasing Entity.

3.6 All Devices must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum. Discontinued Devices are not permitted to be offered under the Master Agreement.

3.7 Devices, when installed, and if available, must be set-up to receive automatic software updates and patches.

3.8 Device specifications must be published on the Contractor website.

3.9 MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website.

3.10 Devices must maintain a PPM speed, according to Segment classification.

3.11 Devices must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4. Device Exceptions

4.1 Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled.

4.2 Group C, Sub-Group C1, Sub-Group C2, and Group F are not required to be EPEAT registered or Energy Star compliant.

4.3 Digital Duplicators may be offered by Contractor under Group A, and must be priced based on the minimum discount offered in the Segment to which they most closely relate.

4.4 Under Group E, Contractor may offer Large/Wide Format Equipment that accommodates **all** paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs.

5. Accessories

5.1 Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.

5.2 Contractor may also maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount

offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.

5.3 Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint Master Agreements, as well as via any other means. If the Device is currently being leased or rented, Purchasing Entity must obtain Contractor approval to add Accessories. Purchasing Entities shall also be advised that obtaining Accessories from a Third Party and not the Contractor or their Dealer may void certain warranty or maintenance agreement provisions.

6. Remanufactured and Refurbished Equipment

6.1 Contractor may offer Remanufactured and/or Refurbished Equipment under any Group.

6.2 Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.

6.3 Equipment can be acquired via a purchase, lease or rental agreement.

6.4 Contractor must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.

6.5 All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.

6.6 Remanufactured Equipment must be priced according to the minimum discount offered for similar Equipment in the same Group and Segment of the resulting Master Agreement.

6.7 Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.

6.8 Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the Published Price for the Group and Segment to which it belongs.

7. Group G - Software

7.1 May be provided by Contractor to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned, leased or rented Device.

7.2 Software pricing for unique designs or complex configurations will be quoted on a case by case basis.

7.3 Contractor may provide OEM and/or Third Party software.

7.4 All software drivers shall be, at a minimum, Windows 10 compliant, and all Devices must have universal software drivers.

7.5 Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, provided such terms do not contradict the language in the Master Agreement, and unless otherwise stated in a

Participating Addendum.

7.6 Software Subscriptions

a. Software pricing shall be inclusive of available software patches and any updates.

b. Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease and rental rates.

c. Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, unless installation is excessive, and charges are agreed to by Purchasing Entity.

d. License fees and support fees shall remain firm throughout the term of the agreement.

e. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.

f. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.

g. Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

8. Group H – Supplies (consumable)

8.1 Contractor may offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease or rental agreement.

8.2 Contractor may offer OEM or compatible consumable Supplies for Groups A, B, C, D and F, as well as Sub-Groups C1, C2 and D1. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. All compatible Supplies must meet OEM standards for performance and quality. The Supplies that may be offered are:

a. Toner;

b. Staples;

c. Ink;

d. Print Cartridges;

e. Imaging Drums;

f. Fuser Kits;

g. Cleaning Kits;

h. Transfer Kits;

i. Waste Toner Bottles;

j. Fuser Oil;

k. Ozone Filters;

l. Ribbon;

m. Developer;

n. Rollers and Pads; and

o. Maintenance Kits.

8.3 Toner must be free of carcinogenic, mutagenic, or teratogenic substances, and should avoid petroleum inks and inks with high volatile compounds. Toner cartridges should also be remanufactured, contain recycled content, **or** be bio-based.

8.4 Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

9. Service Offerings

9.1 Group I - Managed Print Services

a. The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Devices as owned by the Purchasing Entity. The Contractor tracks how the Device fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.

b. In addition to the ongoing monitoring and management of a fleet of Devices, Contractor must also offer project implementation Services, and customer help-desk support and training.

c. Contractor may also offer hourly Services for consulting purposes, project management, change management plans, and other staffed Services which meet customer needs such as to operate copy centers or complete back file scanning projects.

d. MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.

e. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Attachment 15, Konica Sample MPS Statement of Work**, and it must be

approved by both parties prior to the initiation of any engagement.

f. Any MPS engagement shall include the following:

i) **Free Initial Assessment** (includes, but is not limited to: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);

ii) **Implementation** (e.g. plan development; hardware and software installation and set-up);

iii) **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);

iv) **End-user Support** (e.g. training; Help Desk); and

v) **Account management** (e.g. reporting; invoicing; customer business reviews).

g. The MPS engagement may include, but is not limited to, the following:

i) **Professional Services** (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);

ii) **Cost-based Assessment** (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);

iii) **Change Management;**

iv) **Maintenance** (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);

v) **Ongoing Fleet Management and Optimization** (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).

vi) **Software and Cloud Solutions** (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and

vii) **Cartridge Recycling**.

h. The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.

i. MPS pricing and billing options shall be flexible and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

9.2 Maintenance Agreements. No Maintenance Agreement shall be subject to automatic renewals.

a. Pricing

i) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.

ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.

iii) Pricing for a monthly base charge, a set copy allowance, an overage rate for b&w and/or color, and Supplies may also be provided.

iv) Flat Rate Fee pricing must be provided that includes all parts, labor, Preventative Maintenance, and Service Calls for Groups A, B, C and D. Supplies may or may not be included.

v) Pricing for ALL Groups may also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.

vi) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.

vii) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).

viii) Contractor may provide a flat rate fee without staples, and a flat rate fee with staples. All flat rate fees shall allow for an annual increase of up to 5%.

ix) Contractor may charge flat rate fees for Services performed on any Accessories.

x) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.

xi) 11”x17” impressions may be counted as one (1) click or two (2) clicks on Group A and C Devices.

xii) Contractor may offer a one (1) click rate that encompasses all paper sizes for Group C Devices.

xiii) A two-sided document shall be counted as two (2) clicks.

xiv) Contractor must not charge for scans on any MFD.

b. Initial Term

i) Pricing shall remain firm for the initial term of the Maintenance Agreement (e.g. 12, 24, 36 months etc.). Upon renewal of the Maintenance Agreement, Contractor may adjust the pricing, as long as the pricing does not exceed Master Agreement rates.

ii) For lease and rental Devices, the total Maintenance Agreement term shall be equal to the term of the lease or rental (e.g. 24, 36, 48 months etc.).

iii) For purchased Devices, the initial term is determined by the

Purchasing Entity, as long as it does not exceed 60 months on Group A, Group B, Group D, Sub-Group D1, Group E, and Group F Devices, and 72 months on Group C and Sub-Groups C1 and C2 Devices.

c. Renewal Term

If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under prior Master Agreement (RFP-NP-18-001) or Master Agreement (3091), then **section II.A (9.2)(h)** shall apply.

d. Blended Rates

i) Contractor must have the ability to blend the Service and Supply costs over a large Device fleet, and the Blended Rate must cover all units in the fleet.

ii) The Blended Rate must be divided between b&w and color.

iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.

iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity, and/or the Purchasing Entity.

e. Manual Meter Reads

i) Contractor must have an electronic method for collecting meter reads from a Purchasing Entity.

ii) Meter reads may be submitted via the Contractor's online portal, or through email, or facsimile.

iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

f. Customer Owned Devices

i) Purchasing Entities may elect to enter into a Maintenance Agreement for Devices they already own, or Devices they acquire through an up-front purchase.

ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.

g. Lease or Rental Devices

i) Contractor shall be required to provide a Maintenance Agreement on all Devices that are leased or rented by a Purchasing Entity.

ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

h. Legacy Devices

i) Upon request from the Purchasing Entity, Contractor may provide a Maintenance Agreement on any Device that is owned or was leased or rented through Master Agreement (RFP-NP-18-001), Master Agreement (3091), or via any other means, providing the following

conditions are met:

1) The Device has not reached the end of its Useful Life;

2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and

3) The Maintenance Agreement adheres to the same requirements as outlined in **sections II.A (9.2)(f)** and **II.A (9.2)(g)**.

ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.

iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to **section II.A (9.2)(h)(iv)** below for additional information.

iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 120% of the Service and Supply pricing in the new Master Agreement.

B. Ancillary Product and Service Offerings

1. Sub-Group Categories. The following Products and Services are sub-groups of the Primary Product and Service Offering Groups.

1.1 Sub-Group G1 – Software Related Services. This is a sub-group of Group G – Software. This sub-group shall include, but not be limited to, the following Services:

a. Cloud-based scanning (software as a service, enterprise content management); and

b. Industrial Print solutions (back-file conversion, enterprise content management).

1.2 Sub-Group C1 – Standalone Production Devices. This is a sub-group of Group C – Production Equipment. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

a. Cutters;

b. Inline Finishers;

c. Folders;

d. Sorters;

e. UV Coaters; and

f. Binders.

1.3 Sub-Group C2 – Industrial Print Equipment. This is a sub-group of Group C – Production Equipment. Products offered under this sub-group are not restricted to

OEM, and may include, but not be limited to, the following:

a. Digital Label Press;

b. Digital Press;

c. 3D Printers;

d. 48” and larger Wide Format Printers (roll-fed, hybrid, flatbed);

e. Continuous Feed Inkjet;

f. High Speed Inkjet; and

g. Decorative Print & Embellishment.

1.4 Sub-Group D1 – Specialty Printers. This is a sub-group of Group D – Single-Function Printers. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

a. Barcode labels;

b. High Volume Inkjet;

c. 3D Printers;

d. Receipt printers;

e. Card printers; and

f. Cable printers.

2. Sub-Group Category Discounts. Products in Sub-Groups C1, C2 and D1 must be discounted at a minimum of 5% for OEM and a minimum of 2% for Non-OEM, unless such discounts would exceed the discount amount offered for OEM and Non-OEM within Group C and Group D, respectively.

3. Open Market Items

3.1 Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Devices and/or Services offered under the Master Agreement. NSP items will **not** include:

a. Interactive White boards;

b. Computers, monitors, or other related hardware items;

c. Fax machines;

d. Kiosk machines;

e. Overhead Projectors; and

f. Cameras.

3.2 NSP items may only be acquired through the Contractor or their Authorized Dealer and must be reported quarterly with all other sales under the Master Agreement.

3.3 NSP items must be priced at a minimum discount of 15% from MSRP or List Price.

3.4 NSP items may be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined

by the Participating State or Entity.

3.5 It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4. Emerging Technologies

4.1 Upon approval from the Lead State, Contractor may add new, related technology to the resulting Master Agreement.

4.2 Technology is not restricted to OEM, nor is it required to be Private Labeled.

4.3 Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, the MSRP and pricing information, and an explanation/justification as to how the Product conforms to the requirements of the RFP and Master Agreement.

4.4 Any new technology must be priced according to the lowest discount offered for any Product under the Master Agreement. No discount or a 0% discount does not qualify as a "lowest" discount.

III. Purchase, Lease and Rental Programs

A. Acquisition Methods. Contractor may offer the following:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	12,18, 24, 36, 48 and 60 months
Capital Lease	
Straight Lease	
Cancellable Rental	

1. All Devices on Contractor's Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.

2. Contractor may also offer 72-month lease and rental rates for Group C and Sub-Groups C1 and C2 Devices only.

B. Device Trade-In

1. A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do a Device Trade-In, when placing a purchase, lease or rental Order.

2. The value for the Device Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

C. Lease and Rental Rates

1. Contractor may elect to include property tax in their lease and rental rates, or they may bill the Purchasing Entity separately for property tax.

2. Once a Purchasing Entity enters into a lease or rental agreement, the lease or rental rate must remain fixed throughout the Initial Lease or Rental Term, regardless of whether the

Contractor had increased their lease or rental rates in the Master Agreement Price Lists. If Contractor has decreased their lease or rental rates in their Price Lists, then they may extend that lower rate to the Purchasing Entity.

3. Device Payments for Renewal Terms must never exceed Master Agreement pricing.

4. If a Purchasing Entity enters into a Renewal Term, then the Device Payment will be subject to the lease and rental rates listed in the most recent Price Lists posted on the NASPO ValuePoint website.

5. Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or a comparable index, and must be the rate in effect at the end of each calendar quarter.

6. Lease and rental rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease or rental rate to arrive at the resulting monthly Device Payment. Proposed rates must include the following information:

6.1 The Daily Treasury Yield Curve (or comparable index) Rate;

6.2 The date used for the Daily Treasury Yield Curve (or comparable index) Rate;

a. The fixed margin for each lease and rental type being proposed, and how that margin is determined; and

b. The methodology for determining the 48 month base rate if a 4-year rate is not published.

6.3 Contractor must offer Coterminous lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement. The calculation for the Coterminous lease and rental rates must adhere to the following methodology:

***For example**: A customer enters into a 36 month FMV Lease, and 12 months into that lease, they decide to add an Accessory to the Base Unit. The Contractor shall divide the 36 month cumulative Device Payment by 24 months to arrive at the monthly Coterminous payment for that Accessory. That payment will then be added to the existing Device Payment. The new Total Monthly Payment must then be disclosed to the Purchasing Entity.*

D. Leasing and Rental Overview

1. All lease and rental programs shall remain with the Contractor or Authorized Dealer through an in-house leasing program, or through the financial branch or subsidiary of Contractor. In addition, Contractor and their Authorized Dealer may use Third Party leasing companies, however; all Third Party leasing company documents must be reviewed and approved by the Lead State and said documents must be incorporated into the Master Agreement before any Participating State, Participating Entity, or Purchasing Entity can use them. It will be at the discretion of the Participating State, Participating Entity, or the Purchasing Entity as to whether billing shall be in the name of Contractor, Authorized Dealer or Third Party leasing company. All contractual obligations however, will still be the responsibility of the Contractor.

2. A Purchasing Entity may lease or rent Devices pursuant to the terms and conditions in this Master Agreement, and according to the requirements listed in their states' Participating Addendum.

3. Lease and rental agreements shall not be subject to automatic renewals. This is non-negotiable in any Particpating Addendum or Order.

4. A lease or rental agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum, and all terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.

5. With the exception of a $1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Device at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Device up, without any further financial obligations to the Purchasing Entity.

6. Device pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.

7. Device returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.

8. If Purchasing Entity fails to make Device available for pickup after thirty (30) calendar days, then Contractor or Authorized Dealer may bill the Purchasing Entity, at the total monthly payment amount for such Device, for each month that the Device remains at Purchasing Entity's location. Contractor or Authorized Dealer is not permitted to bill the Purchasing Entity for failure of Contractor or Authorized Dealer to pickup the Device when Purchasing Entity has made it available.

9. Contractor and/or Authorized Dealers shall be responsible for all Device pickup and return costs.

10. The maximum term on any Initial Lease or Rental Term shall be 60 months, with the exception of Group C and Sub-Group C1 and C2 Devices, which, at the discretion of the Participating State or Entity, and upon availability of the Contractor, shall have a maximum term of 72 months.

11. The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.

12. All Renewal Terms shall be billed on a monthly basis.

13. If a Purchasing Entity elects to enter into a month to month Renewal Term, they may cancel at anytime, without penalty, by giving Contractor thirty (30) days advance, written notice.

14. If a Purchasing Entity elects to enter into a 12-month Renewal Term, the Renewal Term will automatically terminate at the end of the 12-month period, unless the Purchasing Entity has notified the Contractor that they wish to enter into a new Renewal Term. If a

Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of equipment payments only (i.e. less maintenance).

E. Leasing and Rental Options

1. FMV Lease

1.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48, or 60 months for Group A, Group B and Group C, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include a 72-month lease term for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

1.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

- **a.** Exercise their purchase option;
- **b.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
- **c.** Return the Device to the Contractor, or have the Contractor pick the Device up.

2. Capital Lease ($1 Buyout Lease)

2.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48, or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72-month lease term for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

2.2 Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Device to the Purchasing Entity, or as otherwise determined in a Participating Addendum or an Order, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Device.

3. Straight Lease

3.1 A Purchasing Entity may have the option to enter into an Initial Lease Term of 18, 24, 36, 48, or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72-month lease term for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

3.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

- **a.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
- **b.** Return the Device to the Contractor, or have the Contractor pick the Device up.

4. Cancellable Rental

4.1 A Purchasing Entity may have the option to enter into an Initial Rental Term of 24, 36, 48 or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72-month term for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

4.2 A Purchasing Entity shall have the option to cancel the rental at anytime throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.

4.3 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

a. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

b. Return the Device to the Contractor, or have the Contractor pick the Device up.

F. Leasing and Rental Terms and Conditions

1. Possession and Return of Lease and Rental Devices

1.1 The Purchasing Entity is responsible for risk of loss to the Devices while the Devices are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Devices during periods of transportation and de-installation.

1.2 Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

a. Any acquisition or return options, based on the type of lease or rental agreement;

b. Any renewal options, if applicable; and/or

c. Hard drive removal and surrender cost, if applicable.

1.3 If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Device, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Device, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Device will be mutually arranged, unless otherwise specified in an Order.

1.4 If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Device available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

2. Payment. The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Device(s), or such later date as Contractor may designate.

The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.

3. **Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease.

4. **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV or Straight Lease, and return the Device to the Contractor in good working condition (ordinary wear and tear excepted).

5. **Device Upgrade or Downgrade**. A Purchasing Entity may do a Device Upgrade or Downgrade on a lease or rental at anytime throughout the term of the lease or rental agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Device Upgrade or Downgrade, but at no time shall the total cost of the Device Upgrade or Downgrade be less than the remaining stream of Device Payments.

6. **Non-appropriation of Funds.** The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.

7. **Assignment.** Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Device or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).

   7.1 Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Device and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.

   7.2 No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

8. **Early Termination Charges**

   8.1 Except in the case of Non-appropriation of funds, FMV, $1 Buyout, and Straight Leases shall be subject to an early termination charge, and shall involve the return of the Device (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Device, the termination charge shall not exceed the balance of remaining Device Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining

Maintenance Agreement term, whichever is less.

8.2 Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.

9. Default. Each of the following is a "default" under these lease and rental terms:

9.1 Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;

9.2 Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;

9.3 Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;

9.4 Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or

9.5 Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity's assets.

10. Remedies. If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following, at the discretion of the Participating State or Entity:

10.1 Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;

10.2 Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to:

a. All past due payments and all other amounts payable under the lease or rental agreement;

b. All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and

c. Require Purchasing Entity to deliver the Device to Contractor per mutual arrangements.

IV. Contractor Responsibilities and Tasks

A. Service Requirements

1. Technicians. All technicians must be factory trained by the OEM and certified to Service the Devices.

2. Standard Service Levels. Participating States and/or Entities may negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum,

adhere to the following requirements:

2.1 End-User Training

a. Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor's sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.

b. Purchasing Entity may also request an additional one-hour training session for technical support, which shall include network connectivity and print driver installation. This additional training shall be provided via a delivery method mutually agreed upon by Contractor and Purchasing Entity, and at a mutually agreed upon price.

c. If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.

d. Contractor may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agreed upon, prior to Order placement.

e. Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Device independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agree upon, prior to Order placement.

f. Contractor shall provide Device literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.

g. For Groups A, B, C, D and E, Contractor shall provide a no charge, toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting (i.e. this does not include network connectivity or print driver installation). A Purchasing Entity must be able to obtain assistance during Normal Business Hours.

h. Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance, providing such request, and subsequent support, falls within normal business hours.

2.2 Preventative Maintenance. Contractor must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

2.3 Device Performance

a. Device Downtime shall be computed from the time the Contractor is notified of Device failure until the time in which the Device is fully operational.

b. Device Downtime due to lack of consumable Supplies is not acceptable.

c. Contractor must provide daily communication to the Purchasing Entity regarding inoperable Devices, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

2.4 Loaner Device. If any Device in Group A or Group B is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:

a. A loaner Device of similar speed and capabilities until such time as the inoperable Device is now operable; or

b. At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Contractor, to accomplish the work of the Device that is inoperable.

c. If any Device in Group C or Sub-Groups C1 and C2 are inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide access to an off-site manned production facility as an accommodation to the Purchasing Entity.

2.5 Repair Parts

a. Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

b. All Device components, spare parts, application software, and ancillary Devices that are supplied under any resulting Master Agreement, must conform to Manufacturer specifications.

c. Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

d. Repair parts may be new, reconditioned, reprocessed or recovered.

2.6 Service Zones

a. Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 – 5 Business Days

b. Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:

i) If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.

c. Contractor(s) may charge different rates according to each Service Zone.

2.7 Service Logs

a. Contractor shall maintain a Service log which describes the maintenance and repair Services provided for each Device.

b. A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

2.8 Device Relocation

a. Device relocation Services include dismantling, packing, transporting, and re-installing Device.

b. Contractor may charge for this Service based on the following table:

Service Zone	Distance from current placement of Device	Charge
1	Within the same building	No Charge Allowed*****
2	Up to 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Device relocation in Zone 1.

c. Contractor may not charge for any fees incurred due to fuel or tolls.

d. Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

e. Contractor is required to offer device relocation services for all lease and rental equipment.

3. Meter Read Invoicing

3.1 In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.

3.2 Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

3.3 The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.

3.4 Failure on the Contractor's part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

4. Reporting

4.1 Service Level Calculations

a. At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components.

b. The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

4.2 Periodic Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

a. The report shall include the following:

i) Number of Service Calls placed;

ii) Response Time per Device;

iii) Dates that Preventative Maintenance was performed, if applicable; and

iv) Estimated end of Useful Life per Device, based on current usage.

b. The report may include, but not be limited to, the following:

i) Location of Devices;

ii) Click usage per Device; and

iii) EPEAT certification level of each Device.

B. Customer Service

1. Key Personnel. Contractor shall ensure that staff has been allocated appropriately to ensure compliance with the resulting Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall provide a single point of contact for the following:

1.1 Master Agreement Contract Administrator – shall be the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to the Master

Agreement;

1.2 NASPO ValuePoint Reporting Contact – shall be responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;

1.3 Master Agreement Marketing Manager – shall be responsible for marketing the resulting Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and

1.4 National Service Manager – shall be responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position will work with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.

2. Single Point of Contact. Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, reporting, status of Orders, customer complaints and escalated issues.

3. Service and Support Hours. Contractor must provide full Service and support for Products during Normal Business Hours.

4. Customer Service Team. Contractor shall also have a designated customer service team who shall be available by phone (via local or toll free number), fax, or email during Normal Business Hours.

5. Additional Coverage. Contractor may offer additional coverage beyond Normal Business Hours for any Device that needs to be serviced. Such coverage shall be billed to the Purchasing Entity at an hourly rate.

6. Online Access. Customer service representatives shall have online access to account information and be able to respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

C. Authorized Dealers

1. Contractor can engage Authorized Dealers to provide Products and/or Services.

2. In the event a Contractor elects to use Authorized Dealers in the performance of the specifications, the Contractor shall serve as the primary Contractor, and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement, and any Participating Addendum, and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.

3. Authorized Dealers shall be expected to stay current with Contractor Products, pricing, Master Agreement, and Participating Addendum requirements, and Contractor shall provide training to all of their Authorized Dealers at least once per calendar year, or as otherwise determined by the Lead State.

4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and

invoice them directly, unless otherwise stated in a Participating Addendum.

5. Contractor shall send notice to the Lead State, utilizing **Exhibit C, Authorized Dealer Form** and **Exhibit D, Authorized Dealers by State,** within three (3) calendar days of engaging or removing a Dealer.

6. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State. Under no circumstances is a Participating State or Entity permitted to use a Dealer that has not been approved by the Lead State.

7. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to:

7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead State or;

7.2 Remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

D. Device Demonstration Requirements

1. Contractor may offer trial or demonstration Devices for Group A, Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F.

2. Trial or demonstration Devices may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.

3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Devices for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:

3.1 The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);

3.2 The meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);

3.3 The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and

3.4 The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.

4. Any trial or demonstration period shall be free to the Purchasing Entity and shall not exceed thirty (30) calendar days.

5. If Purchasing Entity does not make the demonstration Device available for pickup after thirty (30) calendar days, then Contractor may bill the Purchasing Entity for use of Device for each day that it remains at Purchasing Entity's location. Such rates shall not exceed

current market standards.

E. Device Installation Requirements

1. Prior to Order Acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:

1.1 Air conditioning;

1.2 Electrical;

1.3 Special grounding;

1.4 Cabling;

1.5 Space;

1.6 Humidity and temperature limits; and

1.7 Other considerations critical to the installation.

2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.

3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.

4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.

5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.

6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Device.

7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

F. Security Requirements

1. Network and Data Security

1.1 Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.

1.2 Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management

accessibility will be allowed.

1.3 Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

2. Sensitive Information. Sensitive information that is contained in any Legacy Devices or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

3. Data Breach. Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in the NIST Computer Security Incident Handling Guide, which can be downloaded at https://www.nest.gov/publications/computer-security-incident-handling-guide, and it shall include, at a minimum, breach detection, breach notification, and breach response. Further, Contractor shall notify the impacted Purchasing Entity within 72 hours of learning of such breach.

4. Authentication and Access

4.1 Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.

4.2 Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.

4.3 The credential information for any remote authentication method may not be maintained within the Device's memory.

4.4 Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Device installation.

5. Hard Drive Removal and Surrender

5.1 Contractor shall ensure that all hard drive data is cleansed and purged (if capable) from the Device at the end of its Useful Life, or when any hard drive is repossessed by Contractor; or

5.2 At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.

5.3 If Contractor takes possession of any Device at a Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.

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5.4 Hard drive sanitation shall be at no expense to the Purchasing Entity, however; Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.

5.5 If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, **section IV.I (5.1)** shall apply.

5.6 If Contractor is removing another Manufacturer's Device, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this section are met.

G. Contractor Notices. Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

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EXHIBIT B – SAMPLE D&A CERTIFICATE

NASPO VALUEPOINT MASTER AGREEMENT NO.
AND THE STATE OF Insert Name of Participating State PARTICIPATING ADDENDUM NO.

WITH Insert Name of Contractor

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

EXHIBIT C – AUTHORIZED DEALER FORM

Manufacturer Name: _____

(Check one)

☐ The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement.

☐ The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement for the following reason (required):

_____

_____

_____

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: _____ Date: _____
(Contractor Representative)

Signed: _____ Date: _____
(Authorized Dealer Representative)

_____
(Print First and Last Name of Authorized Dealer Representative)

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EXHIBIT D – AUTHORIZED DEALERS BY STATE



Exhibit D -
Authorized Dealers by

ATTACHMENT 1 – KMBS MASTER LEASE AGREEMENT

KONICA MINOLTA

APPLICATION NUMBER

AGREEMENT NUMBER

Master Premier Lease Agreement

This Master Premier Lease Agreement ("Agreement") is written in "Plain English". The words **you** and **your,** refer to the customer (and its guarantors). The words **Lessor, we, us** and **our,** refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates** in which the Supplier listed below participates under this Agreement.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
CITY	STATE	ZIP	PHONE*	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained from your dealer.

CUSTOMER ONE GUARANTEE

SUPPLIER INFORMATION

NAME OF SUPPLIER			STREET ADDRESS	
CITY	STATE	ZIP	PHONE	FAX

TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

1. LEASE AGREEMENT: You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which, along with the terms and conditions in the NASPO ValuePoint Master Agreement and Participating Addendum are a complete statement of our agreement regarding the listed equipment ("Agreement") . and supersedes all other writings, communications, understandings, other agreements, any purchase order and any solicitation documents, including any related documents. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon issuance of a Purchase Order or its execution by both parties.. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within ten (10) business days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The Agreement will continue from the Billing Date for the Terms shown. Any extension of renewal of the Term will be in accordance with the Term extension and renewal terms and conditions of the NASPO ValuePoint (lead by the State of CO) Contract number 187982 as modified by that certain Participating Addendum (Collectively "State Contract") between you and Konica Minolta Business Solutions U.S.A., Inc. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE, BUT AT NO SUCH TIME SHALL THE BASE RENTAL PAYMENT EXCEED THE AGREEMENT PRICING.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. . In connection with requests for additional financing, if your financial statements cease being publicly available, we may request financial information and you agree to cooperate with such reasonable requests. You authorize us or our agent to obtain credit reports and make credit inquiries regarding your financial condition and to provide such information, including payment history, to our assignee or their parties having an economic interest in this Agreement, any Schedule or the Equipment.

(Continued on back)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

	X	
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED
FEDERAL TAX I.D. #	PRINT NAME	TITLE

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions.-

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales and/or use tax. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit, credit card, or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

3. OWNERSHIP OF EQUIPMENT: We are the Owner of the Equipment and have sole title (unless you have a $1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. LESSOR IS LEASING THE EQUIPMENT TO YOU "AS-IS". THE LESSOR AGREES TO PASS THROUGH TO YOU ANY AND ALL TRANSFERABLE WARRANTIES ISSUED BY THE MANUFACTURER AND/OR SUPPLIER AT THE INCEPTION OF THE LEASE. You acknowledge that Supplier nor their representatives are our agents and none of them are authorized to modify the terms of this Agreement or on any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder except for any Lessee termination rights relating to the Supplier's default and performance. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.**

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will make the Equipment available for pick up, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

7. COLLATERAL PROTECTION AND INSURANCE: You are responsible for keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. You agree to reasonably cooperate with us and any insurer in the placement of coverage and claims thereunder..

8. RESERVED.

9. TAXES AND FEES: Except to the extent you have, upon our written request, provided a valid tax exemption certificate, you agree to pay when invoiced all sales and/or use taxes relating to this Agreement or the Equipment.

10. ASSIGNMENT: **YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment with notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against Supplier whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

11. DEFAULT AND REMEDIES: (a) If you do not pay any lease payment or other sum due to us in accordance with the applicable law, within 45 days of submission of the invoice in the mutually agreed upon format and delivery method or (b) if you break any of your material promises in the Agreement which is not cured within thirty (30) business days after receipt of notice thereof from Lessor or (c) Lessee, its owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions there from you will be in default. If any part of a payment is more than fifteen (15) days late, you agree to pay a late charge of one percent (1%) of the payment per month until such time as your account is brought current. If you breach any term of this Agreement, and after having been given written notice and thirty (30) days to cure, and where such breach remains uncured, you will be in default, we may do any one or all of the following, provided however, that Lessor may not recover value in excess of amount then unpaid plus all amounts to become due under the terms of the Schedule for its full initial term (a) instruct Supplier to withhold service, parts and supplies and/or cancel Customer One Guaranty , (b) terminate or cancel this Agreement and applicable Schedule, you agree to compensate us, not as a penalty, by paying, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under the applicable defaulted Schedule; and (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher).; and (iii) require you to return the Equipment to us to a location designated by us (and with respect to any Software, and (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

13. CONSENT TO LAW, JURISDICTION, AND VENUE: Any claim, dispute, or litigation relating to the execution, interpretation, performance or enforcement of the Agreement, or any of its related documents, shall be governed by the laws of the State of the Lessee without regard to application of choice of law principles. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

14. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. LESSEE AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT OR ANY SCHEDULE WITH FACSIMILE AND/OR ELECTRONIC SIGNATUREMAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW. WITH RESPECT TO THE UNIFORM COMMERCIAL CODE YOU AGREE THAT THE FAXED OR OTHER ELECTRONICALLY TRANSMITTED COPY CONTAINING YOUR FAXED OR OTHER ELECTRONICALLY-TRANSMITTED SIGNATURE AND OUR MANUAL OR ELECTRONIC SIGNATURE SHALL BE CONSIDERED THE SOLE ORIGINAL FOR ALL

15. COMPUTER SOFTWARE: Not withstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 4, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

16. NON-APPROPROPRIATION: (Applicable only for State's, public higher education and political subdivision of a State) You are obligated only to pay such Lease Payments under any Schedule to this Agreement as may lawfully been made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event you have requested and sufficient funds shall not be appropriated or are not otherwise legally available to pay the Lease Payments required to be paid in the next fiscal year, the Schedule shall be deemed to be terminated at the end of the current fiscal year. You agree to deliver written notice to us of such termination of at least 30 days prior to the end of the current fiscal year but failure to give such notice shall not extend the Lease Schedule term beyond the current fiscal year. If a Schedule is terminated in accordance with this Section, you agree to peaceably deliver the Equipment to us at the location or locations specified by us.

ATTACHMENT 2 – KMBS MASTER PREMIER ADVANTAGE SCHEDULE WITH MAINTENANCE

KONICA MINOLTA

Master Premier Schedule with Maintenance

For office use only (Check one): ☐ Branch ☐ Windsor

APPLICATION NO.	MASTER AGREEMENT NO.	SCHEDULE NO.

CUSTOMER BILL - TO INFORMATION (Separate schedules must be completed for each billing location.)

FULL LEGAL NAME

STREET ADDRESS / P.O. BOX

CITY	STATE	ZIP	BILLING CONTACT NAME

BILL-TO PHONE NUMBER*	FAX NUMBER	E-MAIL

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER INSTALLATION LOCATION

LESSEE LEGAL NAME

STREET ADDRESS

CITY	STATE	ZIP	CONTACT NAME

PHONE NUMBER	FAX NUMBER

Make/Model/Accessories (Including Software Description and Supplier / Licensor if applicable)	Asset Invoice Information	Serial Number	Start Meter

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
		☐ Quarterly ☐ Monthly	$	$

Payment includes _____ B&W pages per month	Overages billed _____ at $_____ per B&W page
Payment includes _____ Color pages per month	Overages billed _____ at $_____ per Color page

The following language applies in the event a separate maintenance agreement is not signed.

1. MAINTENANCE AND SUPPLIES: The charges established by this schedule include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current NASPO ValuePoint Master Agreement ("Master Agreement") rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of the Agreement may be assigned. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

2. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under the Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, and escalations within the original Agreement term do not apply nor are meter readings required.

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER AGREEMENT IDENTIFIED ABOVE.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance		
LESSOR	AUTHORIZED SIGNER	TITLE DATED

CUSTOMER ACCEPTANCE

	X	
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED
FEDERAL TAX I.D. #	PRINT NAME	TITLE

ATTACHMENT 3 – KMBS MASTER PREMIER LEASE SCHEDULE WITHOUT MAINTENANCE

For office use only (Check one): ☐ Branch ☐ Windsor

KONICA MINOLTA

Master Premier
Schedule without Maintenance

APPLICATION NO.	MASTER AGREEMENT NO.	SCHEDULE NO.

CUSTOMER BILL - TO INFORMATION (Separate schedules must be completed for each billing location.)

FULL LEGAL NAME

STREET ADDRESS / P.O. BOX

CITY	STATE	ZIP	BILLING CONTACT NAME

BILL-TO PHONE NUMBER*	FAX NUMBER	E-MAIL

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER INSTALLATION LOCATION

LESSEE LEGAL NAME

STREET ADDRESS

CITY	STATE	ZIP	CONTACT NAME

PHONE NUMBER	FAX NUMBER

Make/Model/Accessories (Including Software Description and Supplier / Licensor if applicable)	Serial Number	Start Meter Read(s)

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
		☐ Quarterly ☐ Monthly	$	$

END OF LEASE OPTIONS: *You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on Agreement). 3. Return Equipment as provided in Paragraph 5 (on Agreement).*

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER LEASE AGREEMENT IDENTIFIED ABOVE.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

	X	
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED
FEDERAL TAX I.D. #	PRINT NAME	TITLE

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ATTACHMENT 4 – KONICA STANDARD MAINTENANCE TERMS AND CONDITIONS SCHEDULE



Attachment 4 -
Konica Standard Mair

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ATTACHMENT 5 – KMBS MIPA AGREEMENT



Attachment 5 - KMBS MIPA Agreement_ok.d

ATTACHMENT 6 – KMBS MIPA SCHEDULE

This MASTER INSTALLMENT PAYMENT AGREEMENT SCHEDULE ("Schedule") is entered into as of _____, pursuant to that certain Master Installment Payment Agreement dated as of _____ between De Lage Landen Financial Services, Inc. ("Payee") and ("Obligor"). Upon acceptance of this Schedule, Payee shall remit the fees as provided in section 2 herein.

1. Description

2. (a) Interim Fees shall be due and payable on the date specified in Payee's invoice(s) therefor and shall be computed by dividing one Installment Payment by thirty (30) and multiplying the result by the number of days from and including the date of Obligor's delivery and acceptance of the Licensed Software and Services to the commencement date hereof.
(b) LICENSE FEES:
Paid To $
Paid To $
SERVICE FEES:
Paid To $
Paid To $

3. INSTALLMENT PAYMENTS:
Commencing:
Total Amount Due: $

4. PAYMENT INFORMATION: Installment Payments shall be made to: De Lage Landen Financial Services, Inc. ("Payee") at 1111 Old Eagle School Road, Wayne, Pennsylvania 19087, or to such other address or payee as Payee shall notify Obligor. The late charge for amounts not paid within 45 days of the due date shall be 1% per month of the outstanding balance or the maximum interest rate permitted by law, whichever is lower.

5. TERMS OF SCHEDULE: Obligor and Payee agree that this Schedule shall constitute a payment obligation for the purchase of the Licensed Software and Services described in Section 1 above subject to the terms and conditions of this Schedule and of the Master Installment Payment Agreement, the terms and conditions of which are hereby incorporated by reference in this Schedule and made a part hereof to the same extent as if such terms and conditions were set forth in full herein. Capitalized terms used in this Schedule and not otherwise defined herein shall have the meanings set forth in the Master Installment Payment Agreement.

6. DELIVERY AND ACCEPTANCE: Obligor certifies that the Licensed Software and Services as described herein have been delivered and received by Obligor.

7. FACSIMILE DOCUMENTATION: It is agreed that a facsimile copy of this Schedule with facsimile signatures may be treated as an original and will be admissible as evidence.

PAYEE ACCEPTANCE

Konica Minolta Premier Finance		
Payee	AUTHORIZED SIGNER	TITLE DATED

OBLIGOR ACCEPTANCE

	X	
FULL LEGAL NAME OF OBLIGOR (as referenced above)	AUTHORIZED SIGNER	DATED
FEDERAL TAX I.D. #	PRINT NAME	TITLE

ATTACHMENT 7 – KMBS MUNICIPAL AUTHORIZATION

Date:

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated _____, 20__ between Konica Minolta Premier Finance (herein called "Creditor") and _____ (herein called "Obligor") for the financing of _____ (equipment description).

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.

2. All required Procurement and approval procedures, including but not limited to, public bidding procedures regarding the award of the Finance Agreement have been followed by the Lessee and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Finance Agreement contemplated hereby.

3. Except as provided in the Finance Agreement or the Documents, Lessee has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

BY:

Title:

_____Date_____
Signature

BY:

Title:

_____Date_____
Signature

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ATTACHMENT 8 – KMBS WARRANTY CUSTOMER ONE GUARANTEE



Attachment 8 -KMBS
Warranty Customer O

ATTACHMENT 9 – KMBS MPS SITE AGREEMENT

Agreement Between Konica Minolta Business Solutions U.S.A., Inc. and:

Customer	**Sold to ID**		
Address			
City		**State**	**ZIP**
Invoice Address			
City		**State**	**ZIP**
Customer Email			

Monthly Printer Pricing

Device Description	CPP Pricing	CPP Print Allowance (Volume)	Flat Rate (Price Per Device)	OneRate 2.1 (Price Per Device)	No. of Devices (Quantity)	Base Fee (Price)
Network Color						
Network Mono						
Local Color	N/A	N/A				
Local Mono	N/A	N/A				
Thermal/Label Printer On-Site Next Business Day Service*	N/A	N/A				
Thermal/Label Printer Advanced Overnight Replacement**	N/A	N/A				
Thermal/Label Printer Depot Service**	N/A	N/A				
Scanner	N/A	N/A				
MICR Printer			N/A	N/A		
Specialty						
				Total Monthly Base Cost Upon Contract Signing *Flat rate monthly pricing will change as devices are added to the contract*		

* On-Site Next Business Day Service for industrial models
** Advanced Overnight Replacement and Depot Service for desktop models

For additional pricing, use separate attachment. For initial device inventory, see fleet report detail.

Agreement Effective Date		**Term**	
P.O. Number (if Required)		**PO Expiration Date**	

Covered Sites – KMBS will provide services on supported products at the listed sites:

Address		**Service/Supply Contact**			
City		**Subnet In**		**Email**	
State	**ZIP**	**Subnet Out**		**Phone**	
Address		**Service/Supply Contact**			
City		**Subnet In**		**Email**	
State	**ZIP**	**Subnet Out**		**Phone**	
Address		**Service/Supply Contact**			
City		**Subnet In**		**Email**	
State	**ZIP**	**Subnet Out**		**Phone**	

For larger lists of covered sites, use separate document (Excel, Word, etc.) and attach.

Supported Equipment – Supported equipment inventory list is provided in Attachment Schedule A (Consult App-generated Asset Listing) or the supported equipment list below. If additional space is required, please complete a 'KMBS Site Agreement Schedule B'. KMBS will provide services on the products/models specified in Schedule A and/or B.

Device Type	Make	Model	Serial No.	Special Consideration

Customer Approval. Customer's signature below acknowledges Customer's consent to 'KMBS Maintenance Terms and Conditions - Schedule A)'; in accordance with the NASPO ValuePoint Master Agreement, terms of which are incorporated into this agreement. Customer agrees to provide resources required by KMBS to fulfill the contracted services including physical space, network access and qualified personnel to assist where needed. Coverage listed on this agreement is contingent on acceptance by Konica Minolta Business Solutions U.S.A., Inc..

Comments

Customer Approval – please sign below	
Name	
Signature	
Title	
Date	

KMBS Sales Executive – please sign below		KMBS Management Approval – please sign below	
Name		Name	
Signature		Signature	
KMBS Employee ID		Title	
Date		Date	

Footnotes: 1. Please review program documentation for full details and limitations. 2. KMBS standard offering is monthly flat rate or CPP base with quarterly overage billing where applicable. Pricing is for the first twelve months of the term. 3. Thermal/Label Printer flat rate programs are for service/support and exclude papers, labels, and thermal print heads. 4. KMPF Advantage Lease Terms and Conditions take the place of and supersedes Site Agreement Terms and Conditions.

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ATTACHMENT 10 – KMBS ECM HOSTING SOW



Attachment 10 -
KMBS ECM Hosting S

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ATTACHMENT 11 – KMBS ECM SOFTWARE SUBSCRIPTION SOW



Attachment 11 -KMBS
ECM Software Subscri

ATTACHMENT 12 – KMBS SSD DISPOSAL OPTIONS

PROJECT: **KMBS Secure Disposal Service**
Date:
Prepared By:

Introduction
This Statement of Work ("SOW") document fully defines the Products and Services to be provided by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS"). When a MFP is disposed of or is at the end of its life, KMBS offers secure disposal options that can provide piece of mind. These options include:

Option 1 - As-is disposal	The Konica Minolta MFP will be picked up according to the respective terms and conditions of your contract and disposed of accordingly in a responsible manner. The internal data of the machine will not be altered or modified in any way.
Option 2- In-place data cleaning	Where available, a KMBS field engineer will perform a "data overwrite" of the Solid State Drive (SSD) using built-in sanitization technology. The drive will be cleared of data and re-initialized in the machine before disposal. Availability of this option depends on model and configuration.
Option 3 - Solid State Drive replacement and return	At the time of disposal, the internal Solid State Drive will be removed and sealed in a container that will be returned to the customer. A replacement Solid State Drive will be installed and reinitialized with the generic device control programs. Availability of this option depends on model and configuration. Cost - $300

Responsibilities

- **Option 2- In-place data cleaning**

KMBS:

- Identify available "data overwrite" compliance options available for specific unit(s).
- Inform the customer what data overwrite compliance options are available for applicable MFP models.
- Inform the customer on the estimated time required for the chosen Solid State Drive sanitization method.
- Obtain customer's certification that the data overwrite may be performed. **Once initiated, data stored on the MFP's Solid State Drive will not be recoverable.**
- Perform overwrite functions pursuant to the option selected by the customer and options available for the specific MFP. See Table 1 for options and descriptions.

Customer:

- Contact KMBS and schedule service date.
- Identify machines requiring data overwrite.
- Provide KMBS Field Engineer(s) physical access to all MFPs requiring data overwrite.
- Review and select overwrite options applicable to MFPs requiring data overwrite. Inform the KMBS Field Engineer of the overwrite options selected for the MFPs requiring data overwrite.
- Authorize the KMBS Field Engineer to perform the data overwrite. **Once initiated, data stored on the MFP's Solid State Drive will not be recoverable.**
- Acknowledge data overwrite was completed by signing the Project Completion portion of this document.

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Option 3 - Solid State Drive replacement and return

KMBS

- Contact KMBS and schedule service date.
- Provide KMBS with a contact at location authorized to receive Solid State Drive.
- Identify and order replacement parts for MFPs requiring Solid State Drive replacement.
- Remove Solid State Drives from applicable MFP units.
- Place Solid State Drive **in a sealed container and surrender to the customer's designated** recipient.
- Install replacement Solid State Drive (and any other requisite parts). Initialize the system and install base MFP system firmware permitting standard operations and functions. It may not be possible to reinstall special application/add-on software packages. (Examples include: i-Option applications, audit software, accounting software and document management software.)

Customer:

- Identify machines requiring Solid State Drive replacement. Provide KMBS with MFP model and serial number.
- Provide KMBS Field Engineer(s) physical accesses to all MFPs requiring Solid State Drive replacement.
- Authorize the SSD replacement. Once the SSD is removed, data stored on **the MFP's** SSD will no longer be accessible via traditional methods.
- Designate by name the individual(s) who shall receive SSDs removed from the MFPs. Print or type name: _____
- Acknowledge completion of the Solid State Drive replacement(s) by signing the Project Completion portion of this document.

Solution Overview:

The following MFPs and options have been designated for this project.

Option 2: Data Overwrite shall be performed on the following MFPs.

Model	Serial #	Overwrite Option	Completion

Option 3: Solid State Drive replacement and return shall be performed on the following MFPs..

Model	Serial #	Solid State Drive Surrendered to:

Project Schedule

Project will begin within ____ days upon receipt of Customer's acceptance by KMBS.

Assumptions

1. Solid State Drive replacements are available from an acceptable source.
2. Special software application installed on MFPs may not be reinstalled after the data overwrite or SSD replacement.
3. MFPs are operational and KMBS Field Engineers will have physical access to the designated units.

Project Acceptance

The estimated hours required to complete this project is:
The estimated cost of this project is: **$**
Project completion is scheduled on: .

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Change Approval Process

Change Requests shall be submitted by the customer to the KMBS project manager. The request shall describe the problem or question that resulted in the desired change. The KMBS project manager will evaluate and identify the amount of time that will be added to the project schedule, if any, as well as additional services price, if any.

KMBS standard Terms and Conditions apply to the agreement. A copy of KMBS Terms and Conditions can be provided upon request.

Customer SOW Acceptance:	**Project Completion:**
Date:	**Date:**
Authorized Signature	**Authorized Signature**
Print Name	**Printed Name**
Title	**Title**

ATTACHMENT 13 – KMBS INCUMBENCY CERTIFICATE

Re: _____ dated as of _____, 20__ (the "Agreement"), between _____, as obligor ("Obligor"), and _____, as lender ("Lender")

1. Being a knowledgeable and authorized officer of Obligor, duly elected, qualified and acting [SECRETARY] of the Obligor, and that I have custody of the corporate records of the Obligor, and I hereby certify to Lender that the person(s) who executed the Agreement are legally authorized to do so on behalf of Obligor and that the signatures that appear on the Agreement are genuine.

2. Set forth below are the names and, as applicable, true signatures of individuals ("Officers") who hold the office/title of the Obligor set forth opposite their respective names

3. Each of the Officers set forth below have the requisite power and authority pursuant to the Obligor's by-laws and/or resolutions to enter into the Agreement with Lender on behalf of the Obligor.

NAME TITLE SIGNATURE

_____

_____

Additionally, each of the authorized persons named herein may execute any Agreements by the use of such person's electronic signature on any such Agreement. Each of the authorized persons named herein (i) has authorized the use of such person's electronic signature on any Agreement, (ii) has ratified the use of such electronic signature on any Agreement executed and delivered prior to the date hereof in the name and on behalf of the Obligor and to bind the Obligor, and (iii) has confirmed that such Agreements constitutes valid, legal, binding and enforceable obligations of the Obligor. Lender, and any assignee, may rely on the use of any such person's electronic signature on any Agreement without undertaking any independent investigation or inquiry as to the person electronically signing any such Agreement.

Lender is authorized to act and rely on the foregoing until it receives written notice from the Obligor of the revocation or modification thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his or her hand this _____day of _____, 20__.

OBLIGOR AGREES THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES AND/OR ELECTRONIC COPY WITH ELECTRONIC SIGNATURE(S) MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW

Signature X: _____

Print Name: _____

Title: _____

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THE AGREEMENT AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR OTHER AUTHORIZED OFFICIAL OR OFFICER.)

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ATTACHMENT 14 – KONICA CUSTOMER EXPECTATION GUIDE SOLUTIONS SUPPORT



Attachment 14 -
Konica Customer Expe

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ATTACHMENT 15 – KONICA SAMPLE MPS STATEMENT OF WORK



Attachment 15 -
Konica Sample MPS S

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ATTACHMENT 16 – KONICA EQUIPMENT REMOVAL AUTHORIZATION FORM

KONICA MINOLTA

Equipment Removal Authorization

Customer: _____

Pick Up Address: _____

Contact Name: _____ Contact Phone: _____

Equipment being removed from Customer's Location:

Make: _____ Model: _____ Serial Number: _____

Make: _____ Model: _____ Serial Number: _____

Make: _____ Model: _____ Serial Number: _____

☐ Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☐ Lease Company Owned Asset:

Lease Company Name: _____ Lease #: _____

☐ Upgrade to Return	KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
☐ Upgrade to Keep	KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
☐ Buyout to Keep	KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
☐ End of Lease Return	Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon reciept of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up.

Buyout or upgrade quote may include an estimate of pages produced between last meter billing and date the lease obligation is satisfied or equipment is returned.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

The undersigned represents that he/she is an authorized representative of Customer and has authority to bind Customer to this Agreement.

CUSTOMER	KMBS
Name: _____ (Please Print)	Name: _____ (Please Print)
Signature: _____ (Date)	Signature: _____ (Date)
Title: _____	Title: _____

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

100 Williams Drive, Ramsey, NJ 07446 (201) 825-4000 www.kmbs.konicaminolta.us

Form: 3003-090120-C

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Enterprise Alternate Contract Source (ACS)
No. 44100000-24-NASPO-ACS
For
Multi-Function Devices, Copiers, and Related Software and Services

This Enterprise Alternate Contract Source No. **44100000-24-NASPO-ACS for Multi-Function Devices, Copiers, and Related Software and Services** ("Term Contract"), is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, FL 32399; and **Konica Minolta Business Solutions U.S.A., Inc.** ("Contractor"), located at 100 Williams Drive, Ramsey, NJ, 07446; collectively referred to herein as the "Parties."

WHEREAS, section 287.042(16), Florida Statutes (F.S.) authorizes the Department to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services.

WHEREAS, the Lead State of Colorado through NASPO, competitively procured Multi-Function Devices and Related Software, Services, and Cloud Solutions and executed contract No. Master Contract No. 187962, Multi-Function Devices and Related Software, Services, and Cloud Solutions ("Master Contract"), with the Contractor; and

WHEREAS, pursuant to section 287.042(16), F.S., the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective on August 1, 2024, and its term currently ends on July 31, 2026. The Master Contract has three (3) years of renewals available. This Term Contract will become effective on August 1, 2024 or on the date signed by all Parties, whichever is later. This Term Contract will expire on July 31, 2026 unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. This contract document, Exhibits A, B, C, and D constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated into this Term

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Contract by reference herein. In the event of a conflict, the following order of precedence shall apply:

a) This contract document
b) Exhibit A, Additional Terms and Conditions to the Enterprise Contract
c) Exhibit B, Enterprise Standard Terms and Conditions
d) Exhibit C, PUR 7801
e) Exhibit D, Florida Post-Hoc Lease-Cancellation (FLPL) Schedule for Konica Minolta Business Solutions, U.S.A., Inc.
f) Exhibit E, Master Contract (including any amendments to the Master Contract made prior to the effective date of this Term Contract and any subsequent amendments to the Master Contract that are added to this Term Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Term Contract, agencies, as defined in section 287.012, F.S., may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:
Sunny Kim
Konica Minolta Business Solutions U.S.A., Inc.
1595 Spring Hill Road, Suite 140
Vienna, VA 22182
Phone: 703-760-3588
Email: skim@kmbs.konicaminolta.us

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Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

5. Modifications.

Unless otherwise stated in the Term Contract, any amendments to this Term Contract must be in accordance with Exhibit B, Enterprise Standard Terms and Conditions. If amendments are made to the Master Contract after the effective date of this Term Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Term Contract, enter into a written amendment with the Department in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized undersigned officials.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C94713929499485...

Name: Pedro Allende

Title: Secretary

Date: 11/26/2024 | 2:35 PM EST

Contractor:
Konica Minolta Business Solutions U.S.A., Inc.

DocuSigned by:
By: Sam Errigo
5F266CD97B1B4B0...

Name: Sam Errigo

Title: CEO

Date: 11/26/2024 | 9:09 AM EST

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Term Contract, which includes the Enterprise Standard Terms and Conditions and these Additional Terms and Conditions to the Enterprise Contract.

The following subsections are added to the Enterprise Standard Terms and Conditions (Exhibit B):

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
   This online process allows Contractors to submit invoices via the AN for catalog and non-

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catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

SECTION 19: FINANCIAL CONSEQUENCES.

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

SECTION 20: LEASE AGREEMENTS.

a. Equipment leases are subject to the Terms and Conditions as set forth in the NASPO Master Agreement, Exhibit A, Section III A-F, except as provided in subsection g., "Early Termination for Convenience of Straight Leases."

b. Contract users will not sign lease agreements. The purchase document referencing Master Agreement number 187962 and Contract number 44100000-24-NASPO-ACS will be sufficient.

c. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, Capital Lease or Straight Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

d. Assignment: Contractor may assign, solely for financing purposes, upon written notification to and subsequent approval by the State of Florida, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to

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become due thereunder with respect to the Products; and (iii) all rights and remedies under this Contract with respect to the Products, such payments and other amounts due. Any such assignment, however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Contract #187962 or the Contract. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Florida.

All lease programs must remain with the Contractor, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

e. End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease Term. Such notification may include, but not be limited to, the following:

i. Any acquisition or return options, based on the type of lease agreement;
ii. Any renewal options, if applicable; and/or
iii. Hard drive removal and surrender cost, if applicable.

f. End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

g. Early Termination for Convenience of Straight Leases: If a Purchasing Entity terminates a Straight Lease for convenience, the Purchasing Entity must pay, within a maximum of 60 calendar days after the requested termination, the difference of rates between the Straight Lease period which was selected at the time of order and the longest Straight Lease term which was fulfilled multiplied by the number of months the Purchasing Entity held the device.

For example: a Purchasing Entity leases item number A7AK019 at a price of $1,796.31 for the 60-month Straight Lease rate of 0.02530 times $1,796.31, or $45.45 per month, but wishes to Terminate for Convenience after 33 months. The Purchasing Entity will pay the difference calculated by taking the Rate of the longest Straight Lease term which was fulfilled (in this instance, the 24-month rate, which is 0.05540) times the number of months the device was held by the Purchasing Entity (33) times the price of the Unit ($1,796.31), and then subtracting from that number the payments already made. In this instance, the payment calculation would be (0.05540 * 33 * 1,796.31) – (0.02480 * 33 * 1,796.31) = (3,284.01) – (1,470.10) = $ 1,813.91.

If a Purchasing Entity wishes to terminate a Straight Lease for convenience before the term of the shortest Straight Lease offered by the Contractor, the Purchasing Entity will convert the Straight Lease to the Florida Post-Hoc Lease-Cancellation Rate (FLPL Rate) and pay, within a maximum of 60 calendar days after the requested termination, the difference between the rate of the Straight Lease period which was selected by the Purchasing Entity at the time of

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order and the FLPL Rate multiplied by the number of months the Purchasing Entity held the device.

For example: a Purchasing Entity leases item number A7AK019 at a price of $1,796.31 for the 60-month Straight Lease rate of 0.02530 times $1,796.31, or $45.45 per month, but wishes to Terminate for Convenience after 12 months. The Purchasing Entity will pay the difference calculated by taking the FLPL Rate (0.1000) times the number of months the device was held by the Purchasing Entity (12) times the price of the Unit ($1,796.31), and then subtracting from that number the payments already made. In this instance, the payment calculation would be (0.1000 * 12 * 1,796.31) – (0.02480 * 12 * 1,796.31) = (2,155.57) – (534.58) = $1,620.99.

SECTION 21: PRODUCT INSTALLATION & INVOICING.

Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.
Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter-read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate meter read invoicing shall result in a $25.00 per instance credit on the following month's service invoice.

SECTION 22: NOT SPECIFICALLY PRICED ("NSP") OPEN MARKET ITEMS.

Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Contract, and may be purchased as a stand-alone option. NSP items will not include:

i. Interactive White boards;
ii. Computers, monitors, or other related items;
iii. Fax machines;
iv. Kiosks
v. Overhead Projectors; and
vi. Cameras.

NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Contract. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

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SECTION 23: SHOWROOM EQUIPMENT.

Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, providing the following conditions are met:

a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and
b. The Device must be discounted by at least 5% off the Master Contract pricing for that same Device; and
c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

SECTION 24: SOFTWARE.

Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Contract, the language in the Master Contract will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

SECTION 25: MAINTENANCE SERVICE LEVEL AGREEMENTS.

Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Contract, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

SECTION 26: MANAGED PRINT SERVICES ("MPS") LEVEL AGREEMENT.

Purchasing Entities are subject to the Contractor's "Konica Sample MPS Statement of Work" provided in Master Contract as Attachment 15, or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement

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SECTION 27: CONTRACT PRODUCT OFFERINGS.

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

The corresponding subsections of the Enterprise Standard Terms and Conditions (Exhibit B) referenced below are replaced in their entirety with the following:

Section 5.2: Purchase Submission.

For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

All orders should contain the following:

(1) "PO subject to NASPO ValuePoint Master Contract #187962 & State Contract #44100000-24-NASPO-ACS"

(2) Purchaser's Address, Contact, & Phone-Number

(3) Purchase order amount

(4) Type of Lease and monthly payment

(5) Itemized list of accessories

(6) Service program and rates

(7) Attached SOW Template if applicable.

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Section 7.4.1: Subcontractors.

The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com) The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

All Contractors and resellers authorized in the State of Florida are listed in the Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and in the Contractor's Authorized Resellers List, which is available on the DMS State Contracts and Agreements website, and are approved to provide sales and service support, to participants in the NASPO ValuePoint Master Contract. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Contract and this Contract.

Section 10.7 Indemnification.

For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property to the extent caused by Contractor's negligence or greater culpability. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

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SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within three (3) business days of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

For purposes of this Contract, the corresponding subsections of the PUR 1000 referenced below are replaced in their entirety with the following:

Section 5, subsection h.: Risk of Loss.

Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within thirty (30) Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or nonconforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within thirty (30) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.

Section 8, subsection g.: Limitation of Liability.

For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of $250,000 or in aggregate one and one-half (1.5) times the total payments made by the State to Contractor for the products or services in question in the twelve (12) months

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immediately preceding the first occurrence of the event giving rise to such liability. This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor. Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

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EXHIBIT B

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment.** The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall

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contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 Transaction Fees. The State of Florida, through the Department of Management Services,

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has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of

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the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising

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because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

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If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed

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within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 **Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 **Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 **Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 **JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**

10.7 **Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

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11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but

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failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

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12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply

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to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

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14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

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14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

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14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

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17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

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Vendor Certification Form

I hereby certify the following on behalf of the vendor identified below:

Customer Indicator (Required, N/A, Determined by Vendor)	**Vendor Indicator** (Certified, N/A)	**Certification**
Required	Choose an item.	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	Choose an item.	If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	Choose an item.	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.

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Required	Choose an item.	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached it hereto.
Determined by Vendor	Choose an item.	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614, and attached it hereto.
Required	Choose an item.	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	Choose an item.	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	Choose an item.	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.
Required	Choose an item.	If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Labor Vendor List within the past 365 days or, if placed on the Forced Labor Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S. If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor. The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.

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By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information	**Signatory**	
Name	Signature	Date
FEIN	Typed or Printed Name	
	Title	

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Florida Post-Hoc Lease-Cancellation (FLPL) Schedule for Konica Minolta Business Solutions U.S.A., Inc.

Standard Financing Term (Months)	Rate
1-17	0.1000

Property Tax is included in the rate

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Enterprise Alternate Contract Source (ACS)
No. 44100000-24-NASPO-ACS
For
Multi-Function Devices, Copiers, and Related Software and Services

This Enterprise Alternate Contract Source No. **44100000-24-NASPO-ACS for Multi-Function Devices, Copiers, and Related Software and Services** ("Term Contract"), is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, FL 32399; and **Konica Minolta Business Solutions U.S.A., Inc.** ("Contractor"), located at 100 Williams Drive, Ramsey, NJ, 07446; collectively referred to herein as the "Parties."

WHEREAS, section 287.042(16), Florida Statutes (F.S.) authorizes the Department to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services.

WHEREAS, the Lead State of Colorado through NASPO, competitively procured Multi-Function Devices and Related Software, Services, and Cloud Solutions and executed contract No. Master Contract No. 187962, Multi-Function Devices and Related Software, Services, and Cloud Solutions ("Master Contract"), with the Contractor; and

WHEREAS, pursuant to section 287.042(16), F.S., the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective on August 1, 2024, and its term currently ends on July 31, 2026. The Master Contract has three (3) years of renewals available. This Term Contract will become effective on August 1, 2024 or on the date signed by all Parties, whichever is later. This Term Contract will expire on July 31, 2026 unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. This contract document, Exhibits A, B, C, and D constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated into this Term

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Contract by reference herein. In the event of a conflict, the following order of precedence shall apply:

a) This contract document
b) Exhibit A, Additional Terms and Conditions to the Enterprise Contract
c) Exhibit B, Enterprise Standard Terms and Conditions
d) Exhibit C, PUR 7801
e) Exhibit D, Florida Post-Hoc Lease-Cancellation (FLPL) Schedule for Konica Minolta Business Solutions, U.S.A., Inc.
f) Exhibit E, Master Contract (including any amendments to the Master Contract made prior to the effective date of this Term Contract and any subsequent amendments to the Master Contract that are added to this Term Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Term Contract, agencies, as defined in section 287.012, F.S., may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:
Sunny Kim
Konica Minolta Business Solutions U.S.A., Inc.
1595 Spring Hill Road, Suite 140
Vienna, VA 22182
Phone: 703-760-3588
Email: skim@kmbs.konicaminolta.us

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Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

5. Modifications.

Unless otherwise stated in the Term Contract, any amendments to this Term Contract must be in accordance with Exhibit B, Enterprise Standard Terms and Conditions. If amendments are made to the Master Contract after the effective date of this Term Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Term Contract, enter into a written amendment with the Department in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized undersigned officials.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C94713929499485...

Name: Pedro Allende

Title: Secretary

Date: 11/26/2024 | 2:35 PM EST

Contractor:
Konica Minolta Business Solutions U.S.A., Inc.

DocuSigned by:
By: Sam Errigo
5F266CD97B1B4B0...

Name: Sam Errigo

Title: CEO

Date: 11/26/2024 | 9:09 AM EST

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Term Contract, which includes the Enterprise Standard Terms and Conditions and these Additional Terms and Conditions to the Enterprise Contract.

The following subsections are added to the Enterprise Standard Terms and Conditions (Exhibit B):

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
   This online process allows Contractors to submit invoices via the AN for catalog and non-

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catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

SECTION 19: FINANCIAL CONSEQUENCES.

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

SECTION 20: LEASE AGREEMENTS.

a. Equipment leases are subject to the Terms and Conditions as set forth in the NASPO Master Agreement, Exhibit A, Section III A-F, except as provided in subsection g., "Early Termination for Convenience of Straight Leases."

b. Contract users will not sign lease agreements. The purchase document referencing Master Agreement number 187962 and Contract number 44100000-24-NASPO-ACS will be sufficient.

c. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, Capital Lease or Straight Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

d. Assignment: Contractor may assign, solely for financing purposes, upon written notification to and subsequent approval by the State of Florida, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to

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become due thereunder with respect to the Products; and (iii) all rights and remedies under this Contract with respect to the Products, such payments and other amounts due. Any such assignment, however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Contract #187962 or the Contract. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Florida.

All lease programs must remain with the Contractor, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

e. End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease Term. Such notification may include, but not be limited to, the following:

i. Any acquisition or return options, based on the type of lease agreement;
ii. Any renewal options, if applicable; and/or
iii. Hard drive removal and surrender cost, if applicable.

f. End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

g. Early Termination for Convenience of Straight Leases: If a Purchasing Entity terminates a Straight Lease for convenience, the Purchasing Entity must pay, within a maximum of 60 calendar days after the requested termination, the difference of rates between the Straight Lease period which was selected at the time of order and the longest Straight Lease term which was fulfilled multiplied by the number of months the Purchasing Entity held the device.

For example: a Purchasing Entity leases item number A7AK019 at a price of $1,796.31 for the 60-month Straight Lease rate of 0.02530 times $1,796.31, or $45.45 per month, but wishes to Terminate for Convenience after 33 months. The Purchasing Entity will pay the difference calculated by taking the Rate of the longest Straight Lease term which was fulfilled (in this instance, the 24-month rate, which is 0.05540) times the number of months the device was held by the Purchasing Entity (33) times the price of the Unit ($1,796.31), and then subtracting from that number the payments already made. In this instance, the payment calculation would be (0.05540 * 33 * 1,796.31) – (0.02480 * 33 * 1,796.31) = (3,284.01) – (1,470.10) = $ 1,813.91.

If a Purchasing Entity wishes to terminate a Straight Lease for convenience before the term of the shortest Straight Lease offered by the Contractor, the Purchasing Entity will convert the Straight Lease to the Florida Post-Hoc Lease-Cancellation Rate (FLPL Rate) and pay, within a maximum of 60 calendar days after the requested termination, the difference between the rate of the Straight Lease period which was selected by the Purchasing Entity at the time of

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order and the FLPL Rate multiplied by the number of months the Purchasing Entity held the device.

For example: a Purchasing Entity leases item number A7AK019 at a price of $1,796.31 for the 60-month Straight Lease rate of 0.02530 times $1,796.31, or $45.45 per month, but wishes to Terminate for Convenience after 12 months. The Purchasing Entity will pay the difference calculated by taking the FLPL Rate (0.1000) times the number of months the device was held by the Purchasing Entity (12) times the price of the Unit ($1,796.31), and then subtracting from that number the payments already made. In this instance, the payment calculation would be (0.1000 * 12 * 1,796.31) – (0.02480 * 12 * 1,796.31) = (2,155.57) – (534.58) = $1,620.99.

SECTION 21: PRODUCT INSTALLATION & INVOICING.

Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.
Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter-read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate meter read invoicing shall result in a $25.00 per instance credit on the following month's service invoice.

SECTION 22: NOT SPECIFICALLY PRICED ("NSP") OPEN MARKET ITEMS.

Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Contract, and may be purchased as a stand-alone option. NSP items will not include:

i. Interactive White boards;
ii. Computers, monitors, or other related items;
iii. Fax machines;
iv. Kiosks
v. Overhead Projectors; and
vi. Cameras.

NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Contract. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

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SECTION 23: SHOWROOM EQUIPMENT.

Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, providing the following conditions are met:

a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and
b. The Device must be discounted by at least 5% off the Master Contract pricing for that same Device; and
c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

SECTION 24: SOFTWARE.

Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Contract, the language in the Master Contract will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

SECTION 25: MAINTENANCE SERVICE LEVEL AGREEMENTS.

Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Contract, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

SECTION 26: MANAGED PRINT SERVICES ("MPS") LEVEL AGREEMENT.

Purchasing Entities are subject to the Contractor's "Konica Sample MPS Statement of Work" provided in Master Contract as Attachment 15, or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement

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SECTION 27: CONTRACT PRODUCT OFFERINGS.

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

The corresponding subsections of the Enterprise Standard Terms and Conditions (Exhibit B) referenced below are replaced in their entirety with the following:

Section 5.2: Purchase Submission.

For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

All orders should contain the following:

(1) "PO subject to NASPO ValuePoint Master Contract #187962 & State Contract #44100000-24-NASPO-ACS"

(2) Purchaser's Address, Contact, & Phone-Number

(3) Purchase order amount

(4) Type of Lease and monthly payment

(5) Itemized list of accessories

(6) Service program and rates

(7) Attached SOW Template if applicable.

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Section 7.4.1: Subcontractors.

The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com) The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

All Contractors and resellers authorized in the State of Florida are listed in the Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and in the Contractor's Authorized Resellers List, which is available on the DMS State Contracts and Agreements website, and are approved to provide sales and service support, to participants in the NASPO ValuePoint Master Contract. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Contract and this Contract.

Section 10.7 Indemnification.

For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property to the extent caused by Contractor's negligence or greater culpability. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

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SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within three (3) business days of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

For purposes of this Contract, the corresponding subsections of the PUR 1000 referenced below are replaced in their entirety with the following:

Section 5, subsection h.: Risk of Loss.

Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within thirty (30) Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or nonconforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within thirty (30) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.

Section 8, subsection g.: Limitation of Liability.

For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of $250,000 or in aggregate one and one-half (1.5) times the total payments made by the State to Contractor for the products or services in question in the twelve (12) months

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immediately preceding the first occurrence of the event giving rise to such liability. This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor. Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

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EXHIBIT B

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment.** The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall

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contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order**,** as defined in Rule 60A-1.001, F.A.C**.**

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 Transaction Fees. The State of Florida, through the Department of Management Services,

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has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of

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the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising

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because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

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If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed

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within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

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11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but

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failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

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12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply

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to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

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14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

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14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

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14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

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17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

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Vendor Certification Form

I hereby certify the following on behalf of the vendor identified below:

Customer Indicator (Required, N/A, Determined by Vendor)	**Vendor Indicator** (Certified, N/A)	**Certification**
Required	Choose an item.	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	Choose an item.	If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	Choose an item.	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.

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Required	Choose an item.	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached it hereto.
Determined by Vendor	Choose an item.	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614, and attached it hereto.
Required	Choose an item.	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	Choose an item.	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	Choose an item.	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.
Required	Choose an item.	If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Labor Vendor List within the past 365 days or, if placed on the Forced Labor Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S. If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor. The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.

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By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information	**Signatory**
Name	Signature Date
FEIN	Typed or Printed Name
	Title

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Florida Post-Hoc Lease-Cancellation (FLPL) Schedule for Konica Minolta Business Solutions U.S.A., Inc.

Standard Financing Term (Months)	Rate
1-17	0.1000

Property Tax is included in the rate

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-073- Approve a Piggyback Agreement between the City and Cellco Partnership dba Verizon Wireless for City-wide Mobile Communications Services and high-speed wireless data services in an amount not to exceed $630,000 per year, utilizing the State of Florida Contract with Verizon Wireless (Contract No. DMS-19/20-006C). This amount includes all departments and divisions within the City that currently use Verizon Wireless.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-073.

Explanation of Request:

The City is requesting the approval to piggyback the State of Florida Contract No. DMS-19/20-006C and the approval for an expenditure of $630,000 per year allocated for cellular, data services, and mobile data management (MDM). As the demand for technology is increasing, more city employees need access to information and communication remotely and in the field. City employees are utilizing an increasing amount of mobile and MiFi (portable Wi-Fi) devices, necessitating additional Verizon Wireless services.

The City of Boynton Beach utilizes the high-speed wireless broadband network provided by Verizon for mobile and remote data access. This network allows wireless secure-encrypted access to data stored on main computers while City employees are working in the field by using air cards, cellphones and laptop computers.

How will this affect city programs or services? This will ensure City employees will have access to internal and external cellular resources to perform their duties in the field. It will also provide connectivity to some of the remote security cameras that are in the City.

Budgeted Item: Yes

Account Line Item and Description: Police Department: 103-2110-521-41-15 Cellular Phone/Beeper - $161,000.
Building Department: 130-2411-524.41-15 COMMUNICATION SRVS / CELLULAR PHONE/BEEPER - $11,920
Community Standards: 001-2412-524.41-15 COMMUNICATION SRVS / CELLULAR PHONE/BEEPER - $12,000
Development Services: 001-2410-524.41-15 COMMUNICATION SRVS / CELLULAR

PHONE/BEEPER - $1,900
Engineering: 001-2413-524.41-15 COMMUNICATION SRVS / CELLULAR PHONE/BEEPER - $1,066
Economic Development: 001-2419-559.41-15 COMMUNICATION SRVS / CELLULAR PHONE/BEEPER - $960

Public Works - $80,000.00 utilizing the following accounts:
001-2512-541-41-15
001-2519-539-41-15
001-2730-572-41-15
431-2515-534-41-15
501-2516-519-41-15
631-3110-539-41-15

City Hall - $306,000

Fiscal Impact: Funding is budgeted and available.

Attachments:
R25-073 Agenda_Item_2543-2023_Piggyback_Agreement_with_Verizon_Wireless_for_Mobile_Communications_Services.c
Piggyback Agreement Boynton Beach - Verizon 3.7.2025 - signed(1).pdf
Verizon-StateofFlorida-Contract.pdf
Award Memo - Mobile Communication Services DMS-19/20-006
ITN DMS-19-20-006 Mobile Comm. Services.pdf

RESOLUTION NO. R25-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH CELLCO PARTNERSHIP DBA VERIZON WIRELESS FOR CITY-WIDE MOBILE COMMUNICATIONS SERVICES AND HIGH-SPEED WIRELESS DATA SERVICES IN AN AMOUNT NOT TO EXCEED $1,050,000 PER YEAR; AND FOR ALL OTHER PURPOSES.

WHEREAS, on October 7, 2020, the State of Florida Department of Management Services issued an "Invitation to Negotiate" (ITN) under section 287.057 (1)(c), Florida Statutes, to establish a Master Agreement for cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunications services, cellular phones, associated devices, accessories and features, collectively referred to as Mobile Communication Services (MCS) which is part of the DMS SUNCOM group; and

WHEREAS, the State of Florida, Department of Management Services (Department or DMS) found Cellco Partnership dba Verizon Wireless ("Vendor") to be a responsive, responsible bidder and awarded it a five-year (5) contract with an option upon written agreement, the Department (DMS) and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with Section 287.057 (13), F.S. and Rule 60A-1.048, Florida Administrative Code (F.A.C). ITN No. DMS-19/20-006 ("Master Agreement") contract term, August 24, 2021, through August 23, 2026; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, in order to ensure the continued cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories and features, the City Departments are requesting to enter into a Piggyback Agreement with the Vendor to provide cellular services, cellular phones and other telecommunication services for all City Departments; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve a Piggyback Agreement between the City and the Vendor for City-wide Mobile Communications Services and high-speed wireless data services in an amount not to exceed $1,050,000 per year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Piggyback Agreement between the City and Vendor for City-wide Mobile Communications Services and high-speed wireless data services in an amount not to exceed $1,050,000 per year, in form and substance similar to the, attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Karl Maracotta to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

This Piggyback Agreement is made as of this __ day of _____, 2025, by and between Cellco Partnership dba Verizon Wireless, with a principal address of 4075 Esplanade Way, Suite 226, Tallahassee, FL 32399, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on October 7, 2020, the State of Florida, Department of Management Services issued an "Invitation to Negotiate" (ITN) under section 287.057 (1)(c), Florida Statutes, to establish a Master Agreement for cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunications services, cellular phones, associated devices, accessories and features, collectively referred to as Mobile Communication Services (MCS) which is part of the DMS SUNCOM group; and

WHEREAS, the State of Florida, Department of Management Services (Department or DMS) found Cellco Partnership dba Verizon Wireless ("Vendor") to be a responsive, responsible bidder and awarded it a five-year (5) contract with an option upon written agreement, the Department (DMS) and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with Section 287.057 (13), F.S. and Rule 60A-1.048, Florida Administrative Code (F.A.C). ITN No. DMS-19/20-006 ("Master Agreement") contract term, August 24, 2021, through August 23, 2026; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, in order to ensure the continued cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories and features, the City Departments are requesting to enter into a Piggyback Agreement with the Vendor to provide cellular services, cellular phones and other telecommunication services for all City Departments; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect until August 23, 2026. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "State of Florida, Department of Management Services (MCS)" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for the Services in an amount not to exceed **SIX HUNDRED THIRTY THOUSAND DOLLARS ($630,000.00)** per year.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

6. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

   The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

   A. Keep and maintain public records required by the City to perform the service;

   B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

   C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

   D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by

Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11. **E-VERIFY:** VENDOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

12. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

13. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by

both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

16. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

17. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

18. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

19. **NO SPECIAL DAMAGES.** In no event shall either Party be liable to the other for any special damages, speculative damages, indirect, special, incidental, consequential, loss of profits, or other damages or losses of any kind whatsoever, no matter what the cause.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

24. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

25. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

26. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

Signature Page to follow

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

Ty Penserga, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

Clifton Miller (Mar 7, 2025 18:27 GMT)

(Signature)
Cellco Partnership d/b/a Verizon Wireless

Clifton Miller, Jr.
Print Name of Authorized Official

Sr. Dir. – Contract Management
Title

NASHEA MITRA BROOKS
Notary Public
State of Maryland
Baltimore County
My commission exp. August 18, 2025

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Nashea Brooks
Print Name

EXHIBIT "A"
AGREEMENT BETWEEN STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES
AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

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Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

CONTRACT

FOR

MOBILE COMMUNICATION SERVICES

CONTRACT NO: DMS-19/20-006C

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

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CONTRACT

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Exhibits:

Attachment A – Definitions and Acronyms
Attachment B – Final Statement of Work
Attachment C – Final Service Level Agreements;
Attachment D – Contractor's Pricing, including:
    Exhibit 1 to Attachment D – Vendor's Services and Discounts Pricing
    Exhibit 2 to Attachment D – Vendor's Device List
Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006
Attachment F – ITN DMS-19/20-006

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CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Cellco Partnership d/b/a Verizon Wireless (Contractor) with offices at 4075 Esplanade Way, Suite 226, Tallahassee, FL 32399, each a "Party" and collectively referred to herein as the "Parties." The terms "Party" and "Parties" are defined as provided in this paragraph whether capitalized or not, unless stated otherwise.

The Parties enter into this Contract (Contract) in accordance with Chapters 282 and 287, Florida Statutes (F.S.), and with the negotiated terms and conditions of Invitation to Negotiate, DMS-19/20-006, Mobile Communication Services.

SECTION 1. CONTRACT TERM AND TERMINATION

1.1 Initial Term

The initial term of the Contract will be five (5) years and will begin on the date the Contract is signed by all Parties.

1.2 Renewal

Upon written agreement, the Department and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with section 287.057(13), F.S., and Rule 60A-1.048, Florida Administrative Code (F.A.C.).

1.3 Suspension of Work and Termination

1.3.1 Suspension of Work

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department may, at its sole discretion, suspend the Contract at any time, when in the best interest of the Department or Customer, as defined in Attachment A, Definitions and Acronyms, to do so. The Department will provide the Contractor written notice outlining the particulars of suspension and the effective date of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the specified activities associated with the Contract. Notwithstanding the foregoing, the suspension of wireless services under the Contract is limited to two (2) ninety (90) day periods (a total of 180 days) per twelve (12) month period. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract for convenience. If the Department fails to provide notice in accordance with this section, suspended lines will be automatically restored to active billing status on the 91st day following each suspension period. Suspension of work will not entitle the Contractor to any additional compensation. However, the Customer will remain responsible to compensate Contractor for services ordered and delivered under the terms of this Contract through the date of termination. For the avoidance of doubt, the Contractor will not be compensated for any suspended services during the time of suspension.

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1.3.2 Termination for Convenience

The Contract may be terminated by the Department in whole or in part at any time, when, at the sole discretion of the Department, it is deemed to be in the best interest of the State of Florida to do so. The Department shall provide Contractor thirty (30) days' advanced written notice of such termination. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed, prior to the termination, for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

1.3.3 Termination for Cause

If the performance of the Contractor is not in compliance with the Contract requirements the Department may, at its sole discretion, (a) terminate the Contract pursuant to Rule 60A-1.006, F.A.C, by notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified timeframe, which shall generally not be less than thirty (30) days from such notice, or (b) take other action deemed appropriate by the Department.

1.3.4 Termination Assistance

In case of termination, whether for cause or for convenience, the Contractor will provide prompt and thorough transition assistance and cooperation, including as specified in Subsection 3.24, Transition for Future Iterations of this Service, of the Statement of Work (SOW).

SECTION 2. CONTRACT DOCUMENTS AND HIERACHY

The Contract including any exhibits referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The Contract consists of the documents listed below, and in the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Final Contract document;
2. Attachment A – Definitions and Acronyms;
3. Attachment B – Final Statement of Work
4. Attachment C – Final Service Level Agreements;
5. Attachment D – Contractor's Pricing, which consists of:
    a. Exhibit 1 – Vendor's Services and Discounts Pricing (i.e., End-User Price List)
    b. Exhibit 2 – Vendor's Device List
6. Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006; and
7. Attachment F – ITN DMS-19/20-006.

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000, is included herein by reference but is superseded in its entirety by the Contract.

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SECTION 3. PAYMENT AND FEES

3.1 Price Adjustments

Pricing may be updated in accordance with SOW Section 1.5, Update Process to End User Price Lists and Vendor's Equipment List.

3.2 Price Decreases

During the term of the Contract (including renewal years), the Department encourages the Contractor to offer price decreases that are in line with increased efficiencies and added infrastructure enhancements. The Department reserves the right to further negotiate reduction in pricing for the renewal years. The following additional price decrease terms apply:

3.2.1 Volume Discounts

Contractor may offer additional discounts for one-time delivery of large single orders.

3.2.2 Competitive Pricing

The Parties agree to review on an annual basis the competitiveness of the prices stated in the Contractor's most recent EUPL for services, features and devices by comparing the combined pricing for all services, features and devices provided under this Contract to the combined pricing charged by Contractor to any similarly situated United States State government customer for a mix of services, features and devices substantially similar in scope and volume to those provided under this Contract, taking into account the particular characteristics of both contracts such as performance standards, pricing terms, and contract terms and conditions. If after review the Parties determine that such similarly situated customer of the Contractor is receiving services, features and devices from the Contractor at a combined price below the pricing on the Contractor's current EUPL, the Contractor shall submit an updated EUPL with revised lower pricing; except that Contractor will have no obligation to amend pricing to the extent that the combined price difference results from services, features and devices provided by third parties, unless and to the extent that Contractor can obtain reduced pricing from such third parties using reasonable efforts. In connection with the review described in this Section 3.2.2, Contractor has no obligation to provide DMS with Contractor's or its subcontractors' or suppliers' trade secrets or confidential information not otherwise required to be provided under this Contract.

3.2.3 Sales Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period provided the Customer meets all qualifications of the promotion. Contractor must submit documentation to the Customer and to the Department identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices.

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3.3 Purchase Orders and Communication Service Authorizations

A Customer may use Purchase Orders (POs) issued through MyFloridaMarketPlace (MFMP) or Purchase Orders issued through the Communications Services Authorization and Billing (CSAB) system (known as Communication Service Authorizations (CSAs) to buy commodities or services. The Department may also issue POs or CSAs on behalf of Customers. The Contractor must provide commodities or services pursuant to POs or CSAs. The PO or CSA period of performance survives the expiration of the Contract. All terms and conditions of the Contract will be incorporated into the PO or CSA and will survive the termination of the Contract. The duration of POs or CSAs must not exceed the expiration of the Contract by more than twelve (12) months, unless they have been entered into pursuant to an Extended Pricing Plan, in which case they may not exceed the expiration of the Contract by more than thirty-six (36) months. Extended Pricing Plans are discounted prices offered in exchange for a Customer's commitment to lease commodities or purchase contractual services for an extended time. Requested terms and conditions may be added to the PO, subject to negotiation between the Customer and Contractor.

3.4 Payment Invoicing

Payment will be made in accordance with section 215.422, F.S. The Contractor will be paid upon submittal of an invoice to the Department, or Customer if direct billed, after delivery and acceptance of commodities or contractual services is confirmed and the invoice is accepted by the Customer. The Contractor shall submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit, and electronic invoices should include the Contract number and the Contractor's Federal Employer Identification Number. The Department reserves the right to request additional documentation as needed, and Contractor will follow all invoice directives in the SOW and this Contract document.

Contractor shall identify/flag all State agency Customer accounts as "Government Accounts" for which service will not be interrupted due to an outstanding balance, disputed amount owed, or late payments due without prior receipt of a written notice of nonpayment, three (3) contact attempts, and a minimum sixty-one (61) day period after payment due date for State agency Customers to cure a payment default.

3.5 Travel

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and, if authorized, may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation

Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department, has instituted MFMP, a statewide eProcurement system. Pursuant to section 287.057(22), F.S., all payments issued by Customers to the Contractor for purchases of commodities or contractual services will be assessed a Transaction Fee as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law, which the Contractor shall pay to the State.

For payments within the State of Florida accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the

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Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to subsection (2) of Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State of Florida or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in breach. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

3.8 Taxes

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida or Federal law. The Contractor is authorized to collect government-imposed taxes, surcharges, and fees.

3.9 Return of Funds

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within two (2) billing cycles after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT ADMINISTRATION

4.1 Department's Contract Administrator

The Department's Contract Administrator, whose primary responsibility will be to maintain the Contract file, is as follows:

Caitlen Boles
Departmental Purchasing
Department of Management Services
4050 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 410-1423
Email: Caitlen.Boles@dms.fl.gov

In the event that the Department changes the Department's Contract Administrator, the Department will notify the Contractor's Contract Manager in writing via email and document such in the Contract file. Such changes do not require a formal written amendment to the Contract.

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4.2 Department's Contract Manager

The Department's Contract Manager, who is primarily responsible for enforcing the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jonathan Rakestraw
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 921-0857
Email: jonathan.rakestraw@dms.fl.gov

In the event that the Department changes the Department's Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.3 Department's Product Manager

The Department's Product Manager, who is primarily responsible for monitoring the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Raghib Quereshi
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 413-0319
Email: raghib.qureshi@dms.fl.gov

In the event that the Department changes the Department's Product Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.4 Contractor's Contract Manager

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be as follows:

Miko Baldwin
Cellco Partnership d/b/a Verizon Wireless
10170 Junction Drive, 2nd Floor, Annapolis Junction, MD 20701
Telephone: (240) 280-3563
Email: Miko.Baldwin@vzw.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such a change does not require a formal written amendment to the Contract.

4.5 Contractor's Account Manager

The Contractor's Account Manager, who will serve as a liaison with the Department's Contract Administrator, will be as follows:

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Tom Madden
Cellco Partnership d/b/a Verizon Wireless
4075 Esplanade Way, Suite 275, Tallahassee, FL 32399
Telephone: (850) 294-5171
Email: Tom.Madden@verizonwireless.com

In the event that the Contractor changes its Account Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such changes do not require a formal written amendment to the Contract.

SECTION 5. CONTRACT MANAGEMENT

5.1 Notices

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, reputable air courier service, email, or personal delivery, or as otherwise identified herein or by the Department.

5.2 Change Request

The Department's Contract Manager may authorize operational changes to services and infrastructure that do not have a pricing impact (non-billable changes) via a written change request to the Contractor. Such authorized operational changes do not require a Contract amendment but will be memorialized in writing and placed in the Contract Managers' files. The Department reserves the right to make the final determination if a change request or Contract amendment is required. Any change that would allow the Contractor to offer less of any deliverable, including commodities, services, technology, or software, requires a Contract amendment. Equipment List and End User Price List updates must be made in accordance with SOW Section 1.5, End User Price Lists (EUPLs) and Vendor's Device List, and do not require an amendment or change request.

5.3 Diversity Reporting

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

5.4 Designated Centralized Nonprofit Agency

Subject to the agency determination and to the extent applicable as provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT

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SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated centralized nonprofit agency and the commodities or contractual services it offers is available at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/(contractType)/4577.

5.5 PRIDE

Subject to the agency determination and to the extent applicable as provided for in sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 6. COMPLIANCE WITH LAWS

6.1 Conduct of Business

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. These may include, but are not limited to, Chapters 282 and 287, F.S., Subtitle 60FF, F.A.C., the Communications Assistance for Law Enforcement Act, the Payment Card Industry DSS, IRS Publication 1045, Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act,, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The Contractor must comply with and must assist the Department and Customers with compliance with Subtitle 60FF, F.A.C., (and Subtitle 60GG, F.A.C., if applicable).

6.2 Dispute Resolution, Governing Law, and Venue

Any dispute concerning performance of the Contract, which is not resolved by mutual agreement of the Parties, will be promptly submitted in writing to the other party in accordance with Contract Section 5.1, Notices. The Parties shall designate individuals

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with authority to resolve the dispute, which for the Department, will be the Department's Contract Manager, and such individuals shall work diligently and in good faith to resolve the dispute within sixty (60) days. If the dispute cannot be resolved after sixty (60) days, the dispute shall be decided by the Department's Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Department's Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution.

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county within the State of Florida chosen by the Department.

6.3 Department of State, Registration

Consistent with Chapters 605 through 623, F.S., the Contractor must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

6.4 Suspended, Convicted, and Discriminatory Vendor Lists

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List during the term of the Contract.

6.5 Scrutinized Companies—Termination by the Department

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Notwithstanding the foregoing, the Parties are aware of the Eleventh Circuit Court's decision *in Odbrecht Constr. v. Sec'y*, Fla. DOT, 715 F.3d 1268 (11th Cir. Fla. 2013), and agree that the provisions of sections 287.135(1)-(5), F.S., pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Contract unless and until the Eleventh Circuit Court's decision in *Odebrecht Constr. v. Sec'y*, Fla.DOT, 715 F.3d 1268 (11th Cir. Fla. 2013) is overturned.

6.6 Cooperation with Inspector General

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors, if any, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information

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may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

6.7 E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the DMS Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

SECTION 7. WORKERS' COMPENSATION, GENERAL LIABILITY INSURANCE, INDEMNIFICATION, AND LIMITATION OF LIABILITY

7.1 Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance in compliance with the statutory requirements of the state(s) of operation, as evidenced by a Certificate of Insurance satisfactory to the Department, for the protection of employees not otherwise protected. The Contractor must require all subcontractors to similarly maintain Workers' Compensation Insurance for all of the latter's employees.

7.2 General Liability Insurance

At all times during the duration of the Contract, the Contractor, at its sole expense, and its subcontractors, if any, shall carry insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. All insurance shall be with insurers authorized to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide the Department with Certificate(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured within thirty (30) days after Contract execution and on the Contract anniversary date each year of the Contract.

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Upon receipt of notice from its insurer(s), the Contractor must submit via email, to the Department's Contract Manager, notice of any cancellation of any required insurance that is not replaced at least thirty (30) calendar days prior to cancellation. In the event of cancellation, the Contractor will be responsible for securing a replacement insurance policy in accordance with this section within thirty (30) Business Days after the final date of the cancelled policy.

7.3 Indemnification

The Contractor agrees to indemnify, defend, and hold the Department, Customers, and the State of Florida, its officers, employees, and agents harmless from all third-party fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department.

However, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, or a Customer, nor shall the foregoing indemnification obligations apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order.

If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department and Customer the right to continue using the product or to modify it, in accordance with the Contract terms and conditions, to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer and Department the right to continue using the product, the Contractor shall remove the product and refund the Customer and Department the amounts paid in excess of a reasonable rental for past use. The Department and Customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Department or State or Customer giving the Contractor: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

7.4 Limitation of Liability

For all claims against the Contractor under any PO, CSA, or contract entered into under this Contract, and regardless of the basis on which the claim is made, the Contractor's liability under such a PO, CSA, or contractfor direct damages shall be limited to the greater of $100,000 or two (2) times the dollar amount of such PO, CSA, or contract.

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Unless otherwise specifically enumerated in the Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

The limitations of this section do not apply to the Contractor's obligations under section 7.3. Indemnification, and section 9.5, Other Indemnifications and Credit Monitoring, of the Contract.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY

8.1 Public Records

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of the Department, as provided in section 119.0701, F.S., the Contractor shall:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

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8.2 Protection of Trade Secrets or Confidential Information

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or any other applicable law, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for third-party claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management and Record Retention

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to the Contract, including those required by Section 6.6, Cooperation with Inspector General. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

8.4 Intellectual Property

No provision of this Agreement shall be construed as vesting in the Department any control, ownership or rights in any facilities, operations or intellectual property of Contractor.

The Parties agree that this Contract does not contemplate any development work, e.g., of software or any other intellectual property, for or on behalf of Customer that requires additional IP ownership rights to vest in Customer.

In the event the Parties agree that the Contractor will perform custom development work for or on behalf of Customer, which development work warrants the license or assignment of additional IP rights to Customer, the Parties shall enter into a separate agreement setting forth the work to be completed, the fees to be paid, and the rights to be assigned.

SECTION 9. DATA SECURITY REQUIREMENTS

9.1 Duty to Secure State Data

The Contractor will implement and maintain best practices for technical and organizational controls to protect the security of State Data, including, but not limited to, keeping a secure area around any displayed or otherwise visible State Data and such data is stored and

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secured when not in use. The Contractor will be responsible for ensuring that all Persons it contracts with to maintain, store, or process State Data on its behalf will comply with all data security requirements of this section. The Contractor will also comply with any other applicable State or federal rules and regulations regarding security of information. The State will remain the owner of all State Data and any other data made available by the State to the Contractor pursuant to this Contract.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services under this Contract from outside of the United States.

Notwithstanding the previous statement, services under this Contract relating to help desk services, system maintenance, and order processing review may be performed outside of the United States. Access to data that is not classified as personal information pursuant to section 501.171, F.S., or data that is not classified as confidential or exempt pursuant to any other Florida or federal law is allowed from outside the United States under this Contract, provided that the access is provided in compliance with Chapter 60GG-2, F.A.C.

Except as provided above, the Contractor will not allow, through its action or inaction, any State Data to be sent by any medium, transmitted, or to be Accessed outside of the United States. The Contractor will not store any State Data outside of the United States.

The Contractor shall comply with section 501.171, F.S. The Parties agree that the Contractor shall provide the notifications required by sections 501.171(3) and (4), F.S. on behalf of the Department, in accordance with section 501.171(6)(b), F.S.

9.2 State Data Access

The Contractor shall retain a list of all Persons, as defined in Attachment E – Definitions and Acronyms, with Access to State Data, including a statement confirming that each Person has passed the background screening required herein. This statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall follow and maintain its written security policy. The security policy or a high-level summary of the security policy subject to DMS acceptance is subject to disclosure within thirty-six (36) hours upon written demand by the Department or its designated agents or auditors and are subject to audit and screening. The security policy may be substituted with a high-level summary of the security policy. The high-level summary of the security policy is subject to DMS acceptance.

The Contractor shall document and record, with respect to each instance of Access to State Data:

1. To the extent known, the identity of all individual(s) who Accessed State Data in any way, whether those individuals are authorized Persons or not;
2. The duration of the individual(s)' Access, including the time and date at which the Access began and ended;
3. The identity, form, and extent of State Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of State Data, read-only versions of State Data, or editable versions of State Data; and

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4. The nature of the Access, including whether the State Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The damages that would result from the Contractor's failure to compile, retain, and provide access to the written policy (or the aforementioned high-level summary) and information required in this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor therefore agrees to credit the Department the sum of $5,000 for each breach of this subsection. The parties acknowledge that these credits are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages.

9.3 Violations of Data Security Requirements

A "Security Breach" in this Section 9 means an unauthorized Access of State Data while it is within the Contractor's control. Good faith Access of State Data by a Person, as defined in Attachment E – Definitions and Acronyms, does not constitute a security breach, provided that the information is not used for a purpose unrelated to the furtherance of the Contract or subject to further unauthorized Access. However, unauthorized Access includes incidents where Persons with authorized Access for certain purposes otherwise gain Access for unauthorized purposes.

The Contractor agrees that a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, will entitle the State to a credit commensurate with the Department and Customer's internal staffing and administrative costs associated with managing the Security Breach or violation of Section 9.1, Duty to Secure State Data, as determined by the Department. Such credits will not preclude the State from recovering other damages it may suffer as a result of the Security Breach or violation of Section 9.1, Duty to Secure State Data.

9.4 Notification Requirements

In the event of a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, or a credible allegation of a Security Breach or violation of Section 9.1, Duty to Secure State Data (as determined by the Contractor or the Department), the Contractor must notify the Department's Contract Manager and the affected Customer as expeditiously as practicable in writing or by phone, but in all instances no later than one (1) Business Day of confirmation of Security Breach impacting the Services or credible allegation .

Notification is required regardless of the number of persons or type of State Data affected or potentially affected. The notification must be clear and conspicuous and include a description of the following:

1. The incident in general terms;
2. The type of information, to the extent known or should have been known, that was subject to the violations of Section 9.1, Duty to Secure State Data, or credible allegation of Security Breach;
3. The type and number of entities and individuals who were, or potentially have been, affected by the incident, to the extent known or should have been known; and

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4. The actions taken by the Contractor to protect the State Data from further unauthorized Access. However, the description of those actions in the notice may be general so as not to further increase the risk or severity of the Security Breach.

The Contractor must also as expeditiously as practicable, but no later than seventy-two (72) hours from the time of discovery, set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30) minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information about the Security Breach or suspected Security Breach must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all remedial actions of the Contractor.

9.5 Other Indemnifications and Credit Monitoring

The Contractor shall be fully liable for the actions of all Persons, as defined in Attachment E – Definitions and Acronyms, and shall fully defend, indemnify, and hold harmless the Department, Customers, the State of Florida, its officers, directors and employees from any third-party claims, suits, actions, damages, proceedings, and costs of every name and description, including attorney's fees, to the extent arising or resulting from a violation by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, of Section 9, Data Security, and Section 13, Background Screening and Security, resulting in the Security Breach of State Data. The Contractor shall provide credit monitoring services at its own cost for those individuals affected or potentially affected or by a Security Breach caused by the Contractor's negligence or willful misconduct, or violation of this agreement of these sections by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, for a twelve-month period of time following the Security Breach.

SECTION 10. GRATUITIES AND LOBBYING

10.1 Gratuities

The Contractor will not, in connection with the Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying

Funds provided under this Contract shall not be used to violate the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after Contract execution and during the Contract's term.

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SECTION 11. CONTRACT MONITORING

11.1 Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof as it relates to orders provided under this Contract. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiencies and Service Level Agreements

Service Level Agreements (SLAs) dictate the levels of service delivery for individual services. The parties acknowledge that these SLAs contain financial consequences, as required by section 287.058, F.S., are exclusive of any other right to damages, and are not intended to be a penalty. The Contractor therefore agrees to credit the Department consistently with the Contract, including as set forth in Attachment C - Service Level Agreements. Financial consequences that are due to a Customer after the completion of service, or exceed any payment due to the Contractor, shall be submitted by check rather than as a credit.

One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s) pursuant to Section 1.3.3 of the Contract. The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors.

In addition to the processes set forth in the Contract (e.g., SLAs), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor in writing. The correction must be made within a timeframe specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount and may suspend or cancel PO(s) or CSA(s) or may suspend work or terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies and the Department may suspend or cancel PO(s) or CSA(s) or may terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination.

11.3 Timely Performance

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The

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Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) business days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) business days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants the same level of preferential treatment that it would grant to similarly situated government Customers with respect to devices, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS

12.1 Performance or Compliance Audits

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review copies of all the Contractor's and subcontractor's relevant data and records that directly relate to the Contract. The Parties shall agree in writing on the scope of the inquiry, timeframe, location (if an audit is to be conducted), and other terms and conditions before work to satisfy the inquiry is commenced. To the extent necessary to verify the Contractor's claims for

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payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, providing services directly under o the Contract, may be inspected by the Department upon fifteen (15) days' written notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents providing services directly under this Contract are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts directly relating to the Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit

Records of costs incurred under terms of the Contract will be maintained in accordance with Subsection 8.3, Document Management and Record Retention. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work related to this Contract, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer, or the Office of the Auditor General.

12.3 Document Inspection

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of Contractor that are directly related to the performance of Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of Contractor which the Department determines are necessary to monitor the performance of Contract or to ensure that the terms of the Contract are being met. Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

SECTION 13. BACKGROUND SCREENING AND SECURITY

All Contractor employees, subcontractors and agents performing work under the Contract must comply with all security and other requirements of the Department or the Customer.

13.1 Background Screening

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will have conducted a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person, hereinafter referred to as "Person" or "Persons," operating under its direction with Access to State Data or who enter either the premises or facilities where State Data is stored or accessible. Contractor is not required to conduct the aforementioned background screening of a Person if that Person does not have Access to State Data and if that Person, whenever on Customer premises or facilities, is escorted by Customer authorized personnel.

The Contractor warrants that all Persons will have passed the background screening described herein before they have Access to State Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

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The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

1. Social Security Number Trace; and
2. Criminal Records (Federal, State, and County criminal felony and misdemeanor, national criminal database for all states which make such information available).

The Contractor agrees that each Person will be screened as a condition prior to performing services or having Access to State Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file or applicable Contractor system. The Contractor will abide by all applicable laws, rules, and regulations including, but not limited to, the Fair Credit Reporting Act and/ any equal opportunity laws, rules, regulations, or ordinances.

13.2 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last six (6) years, where six (6) years of historical information is available, from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State Data or directly performing services under the Contract. The disqualifying offenses are as follows:

1. Computer related crimes
2. Information technology crimes;
3. Fraudulent practices;
4. False pretenses;
5. Fraud;
6. Credit card crimes;
7. Forgery;
8. Counterfeiting;
9. Violations involving checks or drafts;
10. Misuse of medical or personnel records; and
11. Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years where six (6) years of historical information is available from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have Access to State Data. The Contractor will consider the following factors only in making the determination: i) nature and gravity of the offense, ii) the amount of time that lapsed since the offense, iii) the rehabilitation efforts of the Person, and iv) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file. The Contractor will promptly notify the Department of any determinations made pursuant to this subsection.

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The Department reserves the right to require removal of any Persons from performing work on the Contract for any reason.

13.2.1 Refresh Screening

Contractor will ensure that all background screening of key staff will be refreshed every five (5) years from the time initially performed for each Person during the term of the Contract.

13.2.2 Self-Disclosure

The Contractor shall ensure that all key staff have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person Access to any State of Florida premises or from directly performing services under the Contract.

In addition, the Contractor shall ensure that all key staff have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any Disqualifying Offense.

13.3 Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon fifteen (15) days prior written notice to the Contractor during the term of the Contract. The parties shall agree in writing on the scope of the inquiry, timeframe, location (if an audit is to be conducted), and other terms and conditions before work to satisfy the inquiry is commenced. The Department will have the right to inspect the Contractor's working area, computer systems, and/or locations to ensure that Access to State Data is secure and that the background screening process is in compliance with the Contract and all applicable state and federal rules and regulations.

SECTION 14. COMMUNICATIONS AND CONFIDENTIALITY

14.1 Public Statements

The Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements or publicly disseminate any information which concern the Contract or its subject matter, including, but not limited to:

1. disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract,
2. use any statement attributable to the Department or its employees,
3. mentioning the Contract in a press release or other promotional material, or
4. otherwise linking Contractor's name and either a description of the Contract or the name of the State, the Department or any Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. If provided, the Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

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The Contractor will not use the State of Florida seal, name, or logo of the Department or State of Florida, or Contractor's relationship to the Department for any purpose without the prior written consent of the Department.

The Contractor may refer to the Contract as an experience citation with other customers without prior approval.

The Contractor shall have the following obligations with respect to the marketing of this Contract to any Customers:

1. To use its commercially reasonable efforts to further the promotion, advertising, and marketing of services available under this Contract; and
2. To use its commercially reasonable efforts to promote the equitable utilization of this Contract to Other Eligible Users to any other cooperative purchasing contract for similar services.

14.2 Confidential Information

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all applicable state and federal laws, including, but not limited to Chapter 119, F.S., and sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 15. LICENSING

All services shall include all required licenses for Customers to utilize the services at no additional cost to the Customer.

This section does not govern Contractor or third-party software (which includes applications and enhancement software) sold separately, which are not necessary to provide the WDS, WVS, or public safety services under this Contract (as examples device operating software or device firmware).

Any software (which includes applications and enhancement software) licensed separately by the Contractor or its third-party supplier to Customers for use will be governed by the written terms and conditions applicable to such software or application (e.g., End User License Agreements (EULAs)).

When Customers purchase any software (which includes applications and enhancement software) licensed separately, applicable terms and conditions (e.g., EULAs will be provided to Customers and may be provided via URL or click-through at point of sale or upon login to the third-party software application. The Contract will take precedence over any and all EULA's conflicting terms. Any provisions in applicable terms and conditions that require the Department to indemnify the Contractor are inapplicable.

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SECTION 16. PERFORMANCE BOND

Within thirty (30) days of Contract execution, Contractor will deliver to the Department's Contract Manager a performance bond in the amount of $500,000 (five hundred thousand). This shall also apply to any renewal years. The bond shall name the Department as the beneficiary and will be used to guarantee satisfactory performance by the Contractor throughout the term of the Contract.

1. The performance bond shall be maintained throughout the term of the Contract. The performance bond must be issued by an acceptable surety company, as determined by the Department, and which surety must be licensed to do business in the State of Florida. The insurer or bonding company shall pay losses suffered by the State of Florida directly to the Department.
2. The Contractor and insurer or bonding company shall provide the Department prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage, or scope of the performance bond, or of the Contractor's failure to pay bond premiums.
3. The Department shall not be responsible for any premiums or assessments on or in relation to the performance bond.
4. The performance bond is to protect the Department and the State against any loss sustained through failure of the Contractor's performance in accordance with the Contract. No payments shall be made to the Contractor until the performance bond is in place and approved by the Department in writing.
5. Within thirty (30) days of Contract execution, and by Contract execution anniversary each year following, the Contractor shall provide the Department with a surety bond continuation certificate or other acceptable verification that the performance bond is valid and has been renewed for an additional year.
6. The performance bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State of Florida pursuant to the terms of the Contract. In no event shall the performance bond be construed as a penalty bond.
7. No sooner than two (2) years after Contract execution, if it is in the best interest of the State of Florida, as determined by the Department, the Contractor's performance bond may be reduced for the remainder of the term. This reduction shall require an amendment to the Contract with the agreement of both parties.

SECTION 17. CUSTOMER OF RECORD

The Department is considered the Customer of Record for all services for the purposes of the Federal Communications Commission and Customer Proprietary Network Information.

SECTION 18. SPECIFIC APPROPRIATION

The following is the specific State fund from which the State will make payment under the first year of the Contract:

General Appropriations Act (Florida Law)
2845 SPECIAL CATEGORIES

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CENTREX AND SUNCOM PAYMENTS FROM COMMUNICATIONS WORKING CAPITAL TRUST FUND

SECTION 19. MISCELLANEOUS

19.1 Warranty of Contractor's Ability to Perform

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government.

The Contractor shall notify the Department of any regulatory or legal actions filed by any federal, state, or local government entity and any other litigation that is reasonably likely to have a material adverse impact on the Contractor's ability to perform under this Contract within thirty (30) days of the action being filed.

The Contractor must notify the Department of any legal actions filed against it for a breach of a contract that is of similar size and scope to this Contract within thirty (30) days of the action being filed, unless such legal action is withdrawn or dismissed within such thirty (30) day period. Failure to notify the Department of a legal action within thirty (30) days of the action will be grounds for termination for cause of the Contract.

The Contractor shall within five (5) calendar days notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

19.2 Subcontractors, Affiliates, Partners, Teammates, Third-Party Vendors

The Contractor is fully responsible for satisfactory completion of all subcontracted work, including work by affiliates, partners, teammates, and all other third-party vendors, in accordance with the terms and conditions of the Contract.

19.3 Assignment

The Contractor will not sell, assign, or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department, which shall not be unreasonably withheld.

However, the Contractor may assign its right to receive payment under the Contract without the Department's consent upon written notice to the Department, with documentation supplied to the Department as required.

In the event of any permitted assignment, the Contractor remains secondarily liable for performance of the Contract, unless such responsibility is waived by the Department in writing. The Department may assign the Contract with prior written notice to the Contractor.

19.4 Independent Contractor

The Contractor is an independent contractor. The Contractor and its employees, agents, representatives, and subcontractors, affiliates, partners, teammates, and all other third-party vendors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or

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conduct of the Contractor or its employees, agents, representatives, or subcontractors, affiliates, partners, teammates, and all other third-party vendors.

19.5 Risk of Loss

Matters of inspection and approval are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity at Contractor's expense, it may be returned within thirty (30) days of receipt, and the risk of loss will remain with the Contractor.

For Contractor-installed in-building infrastructure owned by the Contractor (e.g., bidirectional amplifiers, including antennas and power), Contractor will remove the commodity (except for cabling) from the premises within thirty (30) days, after notification of rejection, removal fees may be applicable, and the risk of loss will remain with the Contractor.

For Contractor-installed in-building infrastructure, commodities not removed by the Contractor within thirty (30) days of receipt of notification will be deemed abandoned by the Contractor, and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities

19.6 Safety Standards

Performance of the Contract for all commodities or contractual services must comply with applicable requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

19.7 Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.8 Time is of the Essence

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

19.9 Waiver

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

19.10 Modification and Severability

With the exception of the process described in Section 5.2, Change Requests, this Contract may only be modified by a written agreement signed by the Department and the Contractor.

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Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

SO AGREED by the parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

J. Todd Inman, Secretary

8/24/2021

Date

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

DocuSigned by:
Todd Loccisano
CD86E5219D09460...

Signature

Todd Loccisano
VP - Commercial Deal Management (Wireless), Verizon Business Group

Print Name and Title

7/27/2021 | 9:59 AM MDT

Date

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Contract No.: DMS-19/20-006C
Attachment A – Definitions and Acronyms

All personal pronouns used in the Contract, whether used in the masculine, feminine, or gender-neutral, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. The following definitions and acronyms apply to the Contract in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60FF-1, Florida Administrative Code (F.A.C.). In the event of a conflict, the definitions provided in this document will prevail.

Access	When capitalized, this means review, inspect, transmit, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any State Data, regardless of type, form, or nature of storage; Access to a computer system or network includes local and remote access.
Business Days	Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and State paid holidays as set forth in section 110.117, F.S.
Contractor	The Responsive and Responsible Respondent awarded this Contract pursuant to ITN DMS-19/20-006. This definition supersedes the definition in section 287.012(7), F.S.
CPNI	Customer Proprietary Network Information. The definition of CPNI is the Title 47 U.S. Code § 222(h) (2019) definition.
CRR	Cost Recovery Rate. The Department's monthly cost recovery charge applied to Customer invoices.
CSAB	Communications Service Authorization and Billing system. https://portal.suncom.myflorida.com/start/#/login
Customers	The entities that are provided services under this Contract, including State agencies, which are required to use the SUNCOM Network, and other entities authorized to use the SUNCOM Network in accordance with Chapter 282, F.S.
End-user	The individual that utilizes the device that consumes the resources defined by the monthly plan. The End-user's employer is the Customer.
EUPL	End User Price List
HA/HR	Highly-available and Highly-reliable. Systems, services, and implementations designed to eliminate planned downtime and prevent unplanned downtime; methods utilize specific hardware, software, and processes; typically implemented in mission critical services.
IP	Internet Protocol
IPsec	An Internet Engineering Task Force standard. Text from RFC 4301 - IPsec creates a boundary, between unprotected and protected interfaces, for a host or a network. Traffic traversing the boundary is subject to the access controls specified by the user or administrator responsible for the IPsec configuration.

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IPsec Tunnel	Tunnels are a design technique utilized by telecommunications service providers to manage traffic. IPsec tunnels are used to create closed user groups to enforce segregation of traffic. IPsec tunnels are a specific type of tunnel which provides security services for IP packets through encryption, authentication, and protection against replay.
MFN	MyFloridaNet
OEU	Other Eligible Users. The entities provided services under this Contract that are not State agencies and are not required to use the SUNCOM Network but are otherwise authorized to use the SUNCOM Network in accordance with Chapter 282, F.S. These include, but are not limited to, political subdivisions of the State, including counties, municipalities, school districts, and water management districts. Also included are, private nonprofit elementary and secondary schools conditioned upon certain requirements, universities, libraries of community colleges, and nonprofit corporations.
Person	When capitalized in Sections 9 and 13 of the Final Contract, this means the Contractor's employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person operating under the Contractor's direction with Access to State Data or who enters either the premises or facilities where State Data is stored or accessible.
Reply	A formal response to ITN No. DMS-19/20-006.
Respondent	An entity that submitted a Reply to ITN No. DMS-19/20-006.
SLA	Service Level Agreement
SLA Clock	Service Level Agreement Clock. The SLA clock refers to how a deliverable will be measured in terms of time for completion as stated in the particular SLA.
SNMP	Simple Network Management Protocol
State	The State of Florida
State Data	All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in its performance under this Contract.
Subcontractor	A third party performing work under the Contract at the direction of the Contractor, including affiliates, partners, teammates, and all other third-party vendors.
VPN Concentrator	Virtual Private Network Concentrator. A device, or collection of devices, built to manage secure connections within or between infrastructures.
VRF	Virtual Routing and Forwarding
WDS	Wireless Data Service
WVS	Wireless Voice Service

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Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

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4050 Esplanade Way
Tallahassee, FL 32399-0950
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Ron DeSantis, Governor

Best and Final Offer

ATTACHMENT A – STATEMENT OF WORK

FOR

MOBILE COMMUNICATION SERVICES

ITN NO: DMS-19/20-006

INVITATION TO NEGOTIATE

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

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1. Statement of Work Introduction

This Attachment A – Statement of Work (SOW) describes cellular voice and data services, secure access to MyFloridaNet (cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories, and features, collectively referred to herein as Mobile Communication Services (MCS).

All requirements contained in this SOW are Contract requirements. Deliverables and associated financial consequences (hereinafter referred to as "Service Level Agreements" or "SLAs") are specified on Attachment C – Service Level Agreements.

1.1 Mobile Communication Services Portfolio

Mobile Communication Services are described below as well as in the public safety services in Section 4.

1.1.1 Wireless Voice Services (WVS), includes plans and cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices (cellular voice) and to traditional phones on the Public Switched Telephone Network (PSTN). This set of services also provides broadband access for email, internet browsing, texting, and numerous applications.

1.1.2. Wireless Data Services (WDS), includes a similar set of broadband services and devices as WVS but does not provide cellular voice and does not include PSTN voice connectivity. This set of services can provide secure data access into MyFloridaNet (for additional information, see Section 1.4, MyFloridaNet, below).

Both sets of services include broadband data service plans governing the Customer's monthly allotment for broadband access.

1.1.3 Web portals for both WVS and WDS. Customers utilize the DMS Communications Service and Billing system (CSAB) to review all MCS offerings, which are found on the End User Price List (EUPL). Orders are either placed directly via MyFloridaMarketPlace (MFMP), CSAB, or direct with the Contractor. For additional information regarding the EUPL, see Section 5, Business Operations.

1.1.4. Accessories include, but are not limited to, antennas, phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.

1.1.5. Equipment includes, but is not limited to, smartphones, basic phones, air cards, hot spots, tablets, and public safety wearables (within the optional subsection on Public Safety Service Plans and Devices).

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No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.2 MCS Objectives

In accordance with the Department's objectives for MCS, the Contractor shall provide:

1. Services and devices that keep pace with rapidly evolving technologies and related service plans.
2. A range of rate plans with a wide variety of up-to-date features.
3. Customer support services, including the Contractor's MCS portal and superior staffing, with the best possible customer service.
4. Clearly articulated adoption of standards and designs in this SOW.
5. Complete and timely reporting on services to the Department and Customers.
6. Service strength with as much 4G/4G LTE or better service coverage as possible.
7. Highly-Available, Highly-Reliable (HA/HR) infrastructures.
8. Support for devices and software systems from different manufacturers.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.3 MyFloridaNet

MyFloridaNet (MFN) is the State's Multiprotocol Label Switching data network. MFN allows State agencies and other authorized users to communicate with each other. Information about MFN is available at:
https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/data_services/myfloridanet_2

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

1.4 End User Price Lists and Vendor's Device List

This subsection applies to both WVS and WDS.

1.4.1 EUPL and Vendor's Device List

The format of the EUPL and Vendor's Device List must be approved by the Department. The Contractor must have one (1) EUPL and one (1) Vendor's Device List that incorporate all offerings.

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The Vendor's Device List should include all proposed devices, including, at a minimum, cellular phones, smartphones, tablets, broadband access devices (data-only), cellular mobile broadband devices (support for internet access), devices supporting secure access to MFN, and accessories. Devices may be shown with a variety of packages, with detailed pricing, and descriptions of associated services, devices and/or features. Any services, devices, and/or features provided at no cost should be identified as $0.00. Vendor's Device List may also include Public Safety wearables and other Public Safety wireless enabled devices. All devices shall include an AC charger at no additional cost, however additional or replacement AC chargers may be offered with a cost associated. Contractor's may offer a price discount if a chargeable device is sold without an AC charger included.

For all items listed below, the Vendor's Device List should include: manufacturer and model, vendor's identification number (SKU), vendor's commercially advertised retail price as of the date the EUPL is submitted to the Department, State purchase price, and any promotional pricing, as well as the following device-specific information:

1. Smartphones
    a. Operating system, camera, removable memory (if available), hearing aid compatibility, mode, and other features.
    b. At least one (1) unlocked iPhone and one (1) unlocked Android smartphone.
2. Air Cards, USBs, and hotspots
    a. Mode, compatibility with 4G LTE, compatibility with 5G, compatibility with Apple Operating Systems (iOS, Mac OS), compatibility with Microsoft Operating systems (Windows), external antenna, and other features.
3. Tablets
    a. Operating system, camera, removable memory (if available), and other features.
4. Basic Phones.
    a. At least one (1) basic phone that is available to Customers at no charge, other than the cost of the purchased service plan.
5. Accessories
    a. May include phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.
6. Public Safety Wearables
    a. Contractor's EUPL should state service prices as monthly recurring charges (MRC) or non-recurring charges (NRC).

The EUPL should include, as applicable, the following information for provided services and devices, at a minimum:

1. Non-pooled Plans
    a. Pricing and details of all non-pooled plans, which may include:
        i. Voice per minute rate plans: usage based, limited
        ii. Unlimited plans: voice; voice and text; voice, text, and data; voice, data, messaging, and hotspot
        iii. Messaging plans: limited and unlimited

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iv. Data only device plans: per megabyte data plan, data plan with tethering, data plan without tethering, and unlimited data

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs, including the number of messages (SMS/MMS), minutes (anytime, nights, or weekends), data limits, and included features, such as call waiting.

i. Detail how airtime and other measured usage are billed; for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, unanswered outgoing calls incurring airtime.

ii. Description of billing for calls directly dialing or receiving from the same carrier.

iii. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.

iv. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

2. Pooled Plans

a. Pricing and details of all pooled plans, which may include:

i. Description of tiers, including the number of minutes included in the plans.

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Describe:

i. how the minutes are aggregated and credits are applied;

ii. how a Customer can have more than one pool;

iii. rollover minutes;

iv. pool limitations, e.g., limits to the number of users; and

v. included features, such as call waiting.

3. Push-to-Talk

a. Pricing and details of all push-to-talk plans, which may include:

i. Standalone push-to-talk and add-on push-to-talk plans.

ii. Relevant unit pricing including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

iii. Description of services included in the monthly recurring costs and included features

1. Detail how measured usage is billed, for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, or unanswered outgoing calls incurring airtime.

2. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.

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3. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

4. Machine-to-Machine
    a. Pricing and details of all machine-to-machine and internet of things service plans which may include:
        i. Description of tiers, including the usage caps of each tier. One (1) MB to twenty (20) GB requested, at minimum.
    b. Relevant unit pricing, including price per minute, variation of price per MB for nights and weekends, and monthly rollover of minutes or data.
    c. Description of services included in the monthly recurring costs and included features.
        i. Detail how measured usage is billed.
        ii. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.
5. Discounts
    a. All proposed discounts off accessories and devices.
    b. State what published price the discount percentage applies to (MSRP, vendor published catalog, etc.).
        i. Describe any additional proposed discounts, such as 100% discount off activation fees.
        ii. Specific pricing for devices should be listed in the Vendor's Device List.
6. Additional Features, Fees, and Other Items
    a. The EUPL may describe and detail any additional offerings that are contemplated within the SOW.
        i. These may include chargeable features, such as robo-call blocking, mobile device management, etc.
        ii. The EUPL may also include tiered pricing.
    b. There will be no activation fees for services and devices purchased off the Contract.
    c. There are no termination fees for services purchased off of the Contract.
    d. Rate plans shall be month to month, unless otherwise agreed in writing by the DMS Contract Manager.
    e. In the event that a rate plan includes a device subsidy and the Customer terminates services early, the Contractor may bill the Customer for the unpaid portion of the subsidized amount on the Customer's invoice. For example, a device is offered at discounted price if purchased with a twenty-four (24) month rate plan. In the event a Customer purchases a subsidized device and the Customer terminates services early, or moves to a lesser price plan or disconnects the devices from the Contractor's network within twenty-four (24) months of the device activation, the Contractor may bill the Customer for the unpaid portion of the subsidized amount of the device.

1.4.2 Update Process to EUPL

Given the fast pace of technological progress, DMS anticipates that plans and devices will improve and undergo alterations, within the scope of the Contract, over the term of the Contract. Changes in service plans, features, devices, or technology offered by the Contractor in the same, alternative, or equivalent form and within the scope of the Contract are permissible updates. Updates may be prompted by the Contractor, DMS, or Customers. Some updates may be accomplished via the change request process described in Section 5.2, Change Request, of the Contract; however, at DMS's sole discretion, updates may require a Contract amendment.

Contractor-Requested Updates. The Contractor may request updates to its EUPL and Vendor's Device List throughout the Contract term. Such requests must be emailed to the DMS Contract Manager for review and approval. DMS has absolute discretion to approve or deny Contractor-requested updates.

The Contractor shall not offer Customers changes in plans, features, devices, or technology prior to obtaining DMS's written approval. The Contractor shall not offer any updated prices or rate structures until changes have been approved by DMS and DMS has published an updated EUPL.

When requested by DMS, the Contractor shall provide documentation on the requested update, including, but not limited to, market research and service and device specifications. DMS may review the information from the Contractor and any other source.

DMS will not approve an update request until and unless the criteria below is met to its satisfaction. However, DMS reserves the right to deny an update request even if all of the criteria are met. The Contractor shall:

1. Substantially demonstrate the combined pricing is competitive to market rates offered under state government contracts similar in size, scope and terms, specifically that it is equal to or less than combined pricing for similar offerings in the State of Texas, State of California, and State of New York and excluding rates for commercial contracts;
2. Fully demonstrate the pricing is related to and is in line with currently offered pricing for similar services and equipment within the EUPL and/or the Vendor's Device List; and
3. Fully demonstrate the proposed pricing is in accordance with Contract Section 3.2.2, Preferred Pricing.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.5 Evolving Technology

This section is applicable to all services and equipment, including devices.

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The Contractor shall ensure delivery of services and devices that keep pace with rapidly evolving technologies and related service plans. The Vendor's Device List and EUPL must be kept up-to-date, in accordance with the process detailed within SOW Subsection 1.5, End User Price Lists and Vendor's Device List, offering the latest generation of devices and related service plans.

The Contractor's IP infrastructure must provide evolving technologies and offer Customers the latest generation of telecommunications infrastructure and devices.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure delivery of services and devices that keep pace with rapidly evolving technology and related service plans.
    b. Describe the Respondent's commitment and plan to offer the latest generation of installed infrastructure supporting MCS (the Respondent's IP infrastructure).

Verizon's Evolving Technology

Verizon acknowledges the importance of ensuring delivery of services and devices that keep pace with rapidly evolving technologies and related service plans for customers purchasing under the State of Florida contract for Mobile Communication Services. In order to achieve this end, your Government Account Manager will keep DMS's authorized POC abreast of developments made possible through technological advancements as they become commercially available. As new technology becomes commercially available, DMS may add new plans, features and equipment that take advantage of the technology's functionality. If new equipment is needed, then the State may order new equipment in accordance with the terms and conditions for equipment upgrades as outlined in your overarching contract. Please note that the purchase of new equipment may require an extension of applicable line terms.

Verizon acknowledges the requirements for updating Vendor's Device List and EUPL as detailed within SOW Subsection 1.5, End User Price Lists and Vendor's Device List. In order to ensure that we are offering the latest generation of devices and related service plans to DMS, Verizon can provide DMS with Quarterly Business Reviews (QBRs). These QBRs include, but are not limited to: a review of your recent account activity; cost saving opportunities and account optimization strategies; a discussion of new technologies, products and services; and any other items that you would like to discuss with us. From time-to-time your Government Account Manager may present new products, services, and offers outside of the QBR.

Our Commitment to the Verizon Wireless Network

Network leadership is the central element of our strategy, and we are continually investing in our network to extend our leadership. Since 2000, we have invested more than $145 billion nationwide to build and enhance our wireless network, and continue to make significant network-related capital investments, including spectrum acquisitions.

We've deployed multiple LTE Advanced features on our network that already contribute to our unparalleled, award-winning network performance; and we've led the charge in harnessing unlicensed spectrum with our work on LTE-Unlicensed (LTE-U) (precursor to License Assisted Access [LAA]) and Citizens Band Radio Service (CBRS) @ 3.5 GHz. By design and with consistent investment over time, we are in a great position to continue to meet the needs of our customers with the nation's most reliable network, and to extend our lead over the competition.

We are focusing our capital spending on adding capacity and density to our 4G LTE network while also building our next generation 5G network. We are densifying our network by utilizing small cell technology, in-building solutions and distributed antenna systems. Network densification enables us to add capacity to address increasing mobile video consumption and the growing demand for Internet of Things (IoT) products and services on our 4G LTE and 5G networks.

Our thoughtful technology choices, well-rounded spectrum assets and excellence in execution position us for continued 4G distinction and 5G leadership. Verizon has multiple network-related projects underway or planned for the near future.

5G Technology
Verizon is here. 5G will deliver enhanced fixed and mobile broadband, low-latency services and massive scale for IoT, which will transform all industries. 5G won't be a wireless "evolution," with better speeds and feeds, but a true revolution changing the way we work and interact: This means more connected services and devices, and higher broadband capacity that can benefit our entire society.

We started with America's most reliable network. Now, we're providing 5G Nationwide coverage for more than 200+ million people in 1,800+ cities. And, we have expanded our 5G Ultra Wideband, the fastest in the world*, to select areas of 57 cities.

- 5G Ultra Wideband uses the high-band, ultra-wide millimeter wave spectrum to deliver 5G. These ultrafast speeds and reduced lag time (latency) can enable advancements in technology such as augmented and virtual reality, autonomous cars, connected cities and more.
- 5G Nationwide uses low-band spectrum enabled by dynamic spectrum sharing (DSS), which allows customers with 5G-enabled devices to use the high-frequency millimeter spectrum 5G Ultra Wideband network where it is available and fall back on the low-frequency 5G Nationwide network where it is not available.

With these 5G technologies, our network has the power to deliver on eight capabilities, or currencies: Peak data rates, mobile data volumes, mobility, number connected devices, energy efficiency, service deployment, reduced latency and improved reliability. Initially, customers should expect our 5G Nationwide network to perform similarly to our award winning 4G LTE network. Performance and coverage will continue to grow over time.

*Global claim from May 2020, based on Opensignal independent analysis of mobile measurements recorded during the period January 31 – April 30, 2020. © 2020 Opensignal Limited

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For Verizon, there are four critically important foundational elements that underpin the construction of our 5G network: Optical fiber, abundant Radio Frequency spectrum, Software-Defined Networks (SDN) and mobile-edge computing (MEC).

- **Fiber:** We are reinventing our network architecture around a common fiber platform that will support both our wireless and wireline businesses.
- **Spectrum:** In addition to our low and mid-band spectrum, we have spectrum licenses in the 28 and 39 Gigahertz (GHz) band, collectively called millimeter-wave spectrum, which is being used for our 5G-technology deployment.
- **Software**-Defined Networks (SDN): As organizations strive to stay ahead of the competition in an increasingly digital economy, we've expanded our offerings to help them accelerate their digital transformation to support future 5G capabilities. Verizon's Virtual Network Services will support 5G devices on software-defined wide area network (SD-WAN) platforms, making it easier to manage network traffic and application performance across a wide area network on both public and private networks. An extension of SDN is network slicing, the ability to partition the network into varying service levels of performance and offerings.
- **Mobile Edge Compute (MEC):** We will use multi-access edge computing to move intelligence to the edge of the network, to minimize latency, and to maximize network efficiency. We will also build in privacy measures that understand data context, including location.

Verizon's network legacy is rooted in being the first to deliver to customers the next-generation of wireless technology, nationwide, before any other carrier.

- On October 1, 2018, we launched the first commercial 5G network – our 5G Home Internet service for consumers – in parts of four cities on our 5G Ultra Wideband network; additional cities continue to be added
- In 2019, Verizon focused on dense, downtown areas and public spaces, and then rapidly expanded 5G availability
- Through October 2020, Verizon has launched our 5G Ultra Wideband mobile network in select areas of 57 cities as well as parts of 43 stadiums and arenas and 7 airports, with a goal of 60 cities by the end of 2020
- On October 13, 2020, Verizon launched its 5G Nationwide network enabled by DSS in 1,800+ cities

With 5G, we will continue to drive innovation across the technology landscape to bring new solutions to market for our customers.

Your Government Account Manager can provide additional network roadmap information through an Executive Briefing.

2. Contractor Staffing

This section is applicable to all services.

The terms "Contractor staff" and "staff" include all staff employed by the Contractor providing services under the Contract and by its subcontractors providing services under the Contract.

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The Contractor shall provide sufficient, qualified staff to oversee and carry out the services of this Contract. The Contractor shall designate individuals in its organization to be contacts for DMS and its Customers in accordance with the following subsections.

2.1 Staffing Responsibilities

1. The Contractor staffing responsibilities include conducting all components of the Contract in a timely, efficient, productive, consistent, courteous, and professional manner.
2. The Contractor shall provide a sufficient number of Contractor staff to handle the workload projected for the start of the Contract and shall be scalable and flexible so staffing can be adapted as needed.
3. The Contractor shall devote the staffing time and resources necessary to successfully manage the Contract and provide the ongoing services, including having sufficient staff available for telephonic, email, and on-site consultations.
4. The Contractor shall provide each of its staff members orientation and training on all components of the Contract prior to allowing the staff member to work on any component of the Contract. The Contractor shall provide the DMS Contract Manager with documentation of this training upon request.
5. Key Staff.
    a. The Contractor shall initially fill all key staff positions and keep the key staff positions filled throughout the term of the Contract. Key staff positions will be filled within sixty (60) days from Contract execution. **Attachment C, SLA-A1(a).**
    b. The Contractor will only fill key staff positions with persons that fulfill the minimum job qualifications in accordance with this Section 2, Contractor Staffing.
    c. DMS reserves the right to review candidates being considered by the Contractor for a key staff position described in this Contract.
    d. DMS reserves the right to require the replacement of any staff who serve in a key staff position or as part of the Customer Support Team, and the Contractor shall remove such staff no later than ninety (90) calendar days' from the date of DMS's notice to the Contractor.
    e. Waiver. The Contractor may request a waiver of SLA-A1(b) from the DMS Contract Manager if it believes it has good cause to not fill a key staff position within the required timeframe. DMS will review any such requests on a case-by-case basis and respond within a reasonable timeframe. Determination of all waiver requests are at the sole discretion of DMS. SLA-A1(b) will be on hold while the Department is reviewing a request for waiver.
    f. Vacancy.
        i. It is understood and agreed that from time to time a vacancy may occur in key staff positions. For purposes of this Contract, a vacancy occurs when: the position is not initially filled; the position is not filled due to a resignation, retirement, termination, or reassignment; or the position is

filled with a person who does not possess the minimum qualifications required to perform the job duties. A vacancy does not occur when: an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition, such as training. In the case of a vacancy, the Contractor may arrange for the job duties to be provided by another employee who meets the minimum job qualifications until this position is filled. However, a temporary assignment will not suspend any Contractor Staffing SLAs. Key staff positions will be filled within one hundred and twenty (120) days of vacancy or within the timeframe established by the Department after a waiver of the one hundred and twenty (120)day requirement. **Attachment C, SLA-A1(b).**

ii. The Contractor shall notify DMS of all vacancies of key staff positions within fourteen (14) days of the vacancy. **Attachment C, SLA-A1(c).**

6. Staffing Organization Chart. The Contractor shall develop a Staffing Organizational Chart to be implemented throughout the Contract term. **Attachment C, SLA-A2.** The chart will include all staff resources assigned to all components of the Contract to be approved by DMS. The final Staffing Organizational Chart must contain names, titles, and number of staff (full-time and part-time) proposed to support the Contract. The Contractor's final Staffing Organizational Chart shall include a justification for the number of staff and the percentage of time each staff person will devote to the Contract.
7. Staffing Deficiencies. The Contractor is required to provide sufficient, competent, and capable staff to provide complete and timely services as required by the Contract. In the event DMS determines the Contractor has a staff deficiency, it will notify the Contractor in writing. A staff deficiency will include, at the Department's discretion, insufficient number of staff, or insufficient level of competency in staff, to provide complete and timely services under this Contract. A staffing deficiency will also include the retention of staff thirty (30) days past a Department Contract Manager's requirement to remove that staff member. The Contractor must remedy the identified staffing deficiencies by adding or replacing staff as reasonably required by the Department.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure the dedication of its proposed key staff positions, including the proposed percent of time dedicated to DMS;
    b. How Respondent will be prepared at all times to recruit credentialed, appropriately licensed, and highly qualified staff and the recruitment process for staff that will be assigned to the Contract;
    c. Respondent's orientation and training for Respondent's staff assigned to the Contract;

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d. How Respondent will ensure it employs all required positions and that there are sufficient staff to complete all requirements initially and throughout the duration of the Contract.

Verizon's Florida Government Support

Since 2004, Verizon has used a dedicated government sales and support model for all government sales in the state of Florida. The team is solely dedicated to state and local government and specifically trained in government contracting, ethics and compliance. This team provides local frontline sales and support to public safety, state, and local government as well as local EOC support during times of crisis. Today the team consists of over 40 employees living in Florida with a combined 240 years of experience supporting the State of Florida Department of Management Services Wireless Contracts with Verizon.

Structure:

Managing Partners (MP) are responsible for teams that are geographically dispersed between North, Central and South Florida. Each MP team consists of Government Major Account Managers (GMAM) and Senior Managers (SM) reporting directly to the MP while a team of Government Business Account Managers (GBAM) report directly to the Senior Manager with a dotted line to the MP. In addition, there are Government Business Account Specialists (GBAS) dedicated to each MP team for customer and team support. Additional support for the MP teams is provided by a team of Government Solutions Architects (GSA) that are geographically assigned to support the local teams, Global Enterprise Advisors dedicated to supporting billing and escalations issues within our larger accounts, Coordinator Business Operations (CBO) supporting the operations aspects of our current contract and a Client Partner (CP) which functions as the account and contract manager.

Current Head Count

- Managing Partners- 2
- Senior Managers-3
- Client Partner-1
- CBO-1
- GMAM-10
- GBAM-13
- GBAS-5
- GSA-4
- GEA-3

Verizon must retain discretion and control over assignment of account management, customer support or other such Verizon personnel. Our prospective employees are investigated and reviewed to determine whether they merit employment at the positions for which they applied. All such information remains confidential and shared with third parties only on a need to know basis. Our employees are covered by the Verizon Code of Conduct, which can be provided for your review upon request. At any time, you may provide feedback to us regarding the skills, qualifications and performance of any member of the account management team. We will make every effort to notify you of any changes in your account team.

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In the event of any change to any member of your account management team, we will work with DMS towards achieving a smooth transition. Additional account support procedures are available in the event of personnel change. In addition, you can use escalation procedures as well as the cross-trained skills and experience of many account support personnel.

We may review any recommendations from you, as allowed by law, that will assist us in placing a Client Partner or Account Manager with the appropriate skills to support your account initiatives.

Although our goal is continuity of the Verizon account team, we cannot guarantee that changes in personnel and staffing assignments will not occur during the term of your contract. The structuring of the Business and Government Customer Operations organization enables all members of the Business and Government Customer Operations organization to be cross-trained on all accounts with the goal of each customer receiving the same comprehensive professional customer service.

2.2 Key Staff Position - Account Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Account Manager as the primary contact for DMS during the Contract term, including renewals. This is a required key staff position

The Contractor is required to provide a full-time Account Manager for all services under the Contract. The Account Manager will be the senior manager and primary contact with responsibility for all day-to-day MCS issues, including, but not limited to, coordination and resolution of all MCS activities. The Account Manager will be a senior staff member able to carry DMS concerns to the Contractor's management personnel. The Account Manager or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year.

The Account Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Account Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum three (3) years' experience working with government clients in a government account management or sales role.
2. A knowledge of government business practices, including State practices and practices of Customers.
3. At least three (3) years' work experience in the telecommunications industry.
4. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

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If the Contractor is providing Public Safety Services, the Account Manager must have experience in the Public Safety proposed services.

2.3 Key Staff Position - Project Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Project Manager. This is a required key staff position that must remain filled until the Contractor completes, and the Department accepts, the project closure documentation required by Statement of Work section 3.26.4.

The Project Manager shall oversee and take on the responsibility for the success of all projects. This individual will be the point of contact to coordinate all implementation and migration with DMS. This individual will manage and direct the planning of the Contractor's staff and resources.

The Project Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Project Manager shall possess the following minimum qualifications or equivalent experience:

1. The ability to be responsible for every aspect of all projects related to this Contract.
2. The ability to lead and direct teams to deliver projects within the constraints of schedule, budget, and resources.
3. Demonstrated knowledge and experience to appropriately apply a project management methodology to projects.
4. Experience using Microsoft Project and the ability to keep all projects updated frequently and accurately.
5. A current project management certification from the Project Management Institute, Scrum Master Certification from Scrum Alliance, CompTIA Project+ certification from CompTIA, a Lean Six Sigma certification, or other equivalent project management certification approved in writing by DMS, or at least two (2) years of equivalent work experience in lieu of a current project management certification.

2.4 Key Staff Position - Business Operations Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Business Operations Manager. This is a required key staff position.

The Business Operations Manager shall oversee business operations, including billing, ordering, and related business operational procedures. The Business Operations Manager, acting as the DMS advocate, will be a Contractor senior staff member able to carry DMS concerns to the Contractor's management personnel. As the advocate, the individual must have the authority to direct the Contractor's staff to effect business operational procedures and related outcomes.

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The Business Operations Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Business Operations Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum of three (3) years' experience working with government clients.
2. Knowledge of government business practices, including State practices and practices of Customers.
3. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

2.5 Key Staff Position - Engineering and Design Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Engineering and Design Manager. This is a required key staff position.

The Engineering and Design Manager shall function as the point of contact for all engineering and design issues. The individual will be responsible for directing all aspects of engineering and design concerns for the services. The individual must have the authority to direct the Contractor's staff. The individual or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year to manage and oversee restoration of services and to respond to State requests.

The Engineering and Design Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Engineering and Design Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum of three (3) years' experience leading an engineering team responsible for services similar in size and scope to services available under MCS.
2. A Bachelor of Science degree or higher in an engineering discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable in lieu of a degree.
3. Five (5) years or more of engineering work experience.

2.6 Key Staff Position - Operations and Security Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Operations and Security Manager. This is a required key staff position.

The Operations and Security Manager shall serve as the engineer capable of communicating with other engineers as needed to resolve day-to-day issues. The individual will communicate with DMS and engineers from other Contractors providing telecommunications to the State and, if applicable, subcontractors. The individual will function as the point of contact for the day-to-day

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networking, service, and security issues, typically those involving real-time concerns. The individual must have the authority to direct the Contractor's staff. The Operations and Security Manager, or a designated backup(s), must be available twenty-four (24) hours a day, 365 days of the year as required to manage operational and security concerns and respond to State requests.

The Operations and Security Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Operations and Security Manager shall possess the following minimum qualifications or equivalent experience:

1. A Bachelor of Science degree or higher in a computer science, information technology, engineering, or similar discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable in lieu of a degree.
2. Experience with business continuity and disaster recovery, including experience in development of disaster recovery plans.
3. Experience with information security architecture and security tools.
4. Knowledge of telecommunications industry best practices for service performance and security and applicable laws and regulations as they relate to security.
5. Knowledge of current technologies and processes used to establish and maintain networks with respect to security of MCS.

The Operations and Security Manager should possess the following minimum qualifications:

1. It is preferred, but not required, that the Operations and Security Manager be a Certified Information Security Manager, a Certified Information Systems Security Professional, or hold another current industry-recognized security certification.

2.7 Customer Support Team

The Contractor shall provide a Customer Support Team for this Contract. This team is not required to be full-time staff (part-time staff is acceptable) or exclusively dedicated to this Contract. However, the appropriate amount of staff at any given time (for example evening, weekend and holiday staffing may be less than weekday business hours) from the Customer Support team must be available twenty-four (24) hours a day, 365 days of the year. The Customer Support Team shall provide:

1. Timely Customer training in reaction to changes in services and features offered.
2. Timely resolution of service requests.
3. Full staffing for projects to implement new technologies, related services, and equipment features that are supported by the industry.
4. Timely closure for operational changes.
5. All applicable deliverables by the due dates as provided in the SLAs.

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The Customer Support Team shall include at least one (1) named individual to act as the CSAB Administrator, with responsibilities described in Subsection 5.7, User Access Privileges for the Contractor.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3. Services and Devices for Mobile Communication Services

3.1 Wireless Voice Services

This subsection is applicable only to WVS.

The Contractor must provide WVS using digital technology as the primary communication mode. WVS will include cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices and to traditional phones on the PSTN. WVS will also include broadband access for email, internet browsing, texting, and numerous applications, such as those providing real-time traffic information.

International calling must be disabled by default, but Customers will be permitted to place an order to enable international calling. The Contractor shall provide Customers with the option of having texting disabled. The Contractor will coordinate directly with the Customer regarding texting capabilities.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.2 Wireless Data Service

This subsection is applicable to only Wireless Data Service.

The Contractor must provide WDS. The Contractor will provide non-proprietary wireless broadband data communications. For State agencies, security policy requires the Contractor's broadband data access to terminate on MFN by default. There may be instances where the Department's policy will permit broadband data access to terminate directly on the internet.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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3.3 Wireless Data Service - IP Addresses

This subsection is applicable to only Wireless Data Services.

The following are minimum requirements:

1. DMS will provide the Contractor work orders containing IP addresses, or a range of IP addresses, to be associated with wireless devices.. The Contractor must configure MCS devices with IP address as part of the activation and setup for the device. For closed user groups the Contractor must configure 1) public IP addresses owned by the State and Other Eligible Users or 2) private IP addresses furnished by the State and Other Eligible Users. Since not all private IP address space is available for use on MFN, a mutually agreed upon private IP address allocation block assignment (or other agreed upon method) will be finalized within the negotiation process.
2. The Contractor is required to provide publicly routable IP addresses as needed to support all Customers in public user groups.
3. The Contractor will associate a particular wireless device with its closed user group (if any). The Contractor will assign an IP address to each wireless device and update the work order in CSAB with the specific IP address assigned before the Contractor closes the work order. A record of each closed user group and the associated wireless devices (including the electronic identifier and IP addresses) is maintained in CSAB.
4. The IP address assigned to a particular wireless device must be permanently assigned unless and until a work order provides that the Contractor change the address. Static IP addressing is acceptable as long as the address is coded (hard or electronically) within the device permanently. A unique IP address dynamically assigned to the device is acceptable as long as the address remains permanently assigned to that particular device. The dynamic IP address assignment mechanism must permanently assign the same address to the same device from an IP address pool assigned to a particular closed user group.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.4 Wireless Data Service – Access Circuit

This subsection is applicable only to Wireless Data Services.

Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer's network.

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This design requires an access circuit between the Contractor's IP networks and an Other Eligible User's (OEU's) network. These access circuits are not offered by DMS as a SUNCOM service. DMS is not involved in ordering, billing, provisioning, payment, network support, or other aspects of these circuits. OEUs utilize their organization's procurement procedures to purchase their access circuit. All aspects of this wireless connectivity access are the responsibility of the OEU's organization and the Contractor, not DMS. In accordance with SOW Section 3.15, Contractor will configure Contractor's end of the tunnels, and the Customer will be responsible for the Customer's end of the VPN.

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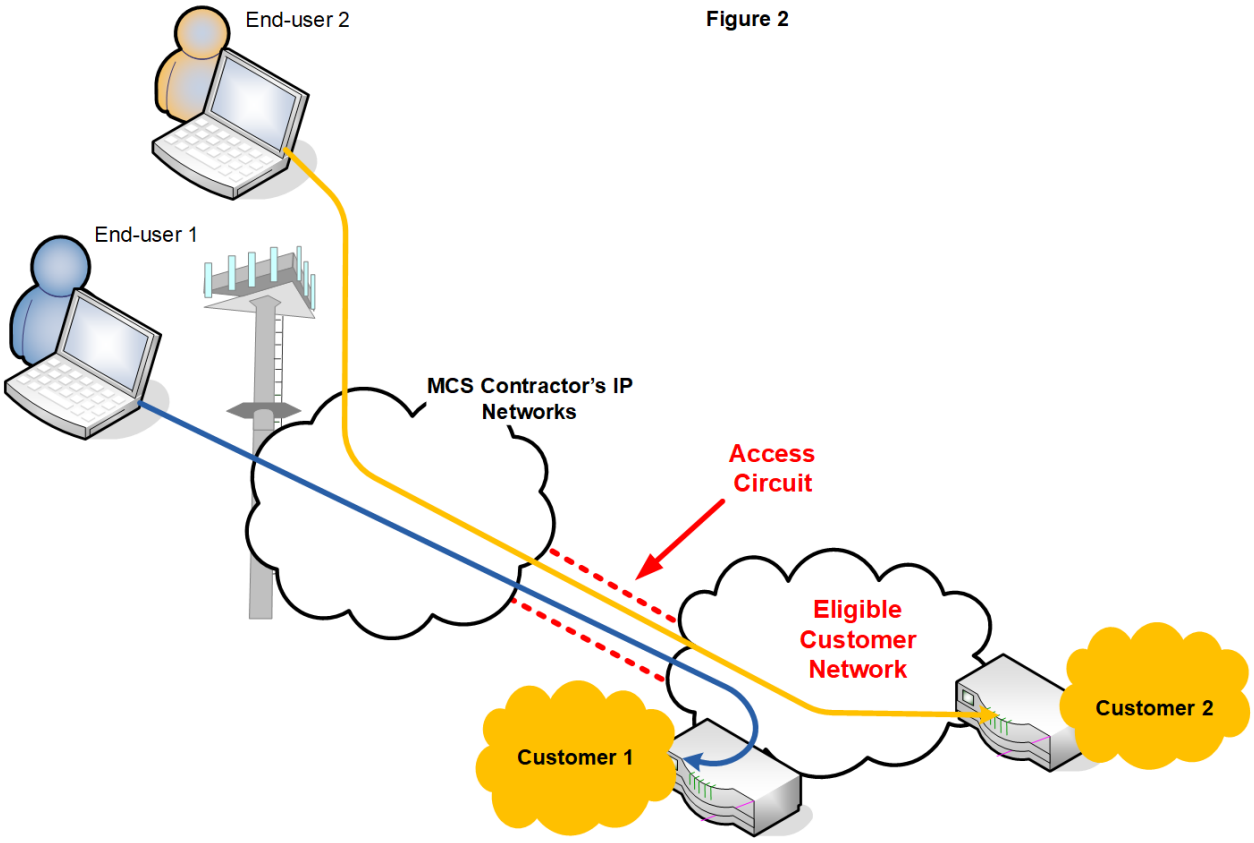
Access Circuit
Figure 2



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No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.5 Wireless Data Service - Closed User Groups

This subsection is applicable to only Wireless Data Services.

The Contractor must develop, implement, and maintain a closed user group isolation method for WDS. The design must result in the segregation of all IP traffic into individual closed user groups. DMS may consider a virtual circuit, Virtual Local Area Network, or Virtual Routing and Forwarding (VRF) to be an acceptable closed user group design configuration method. Other Contractor-provided isolation methods are acceptable as long as the isolation method provides equivalent isolation design outcomes, as determined by DMS. The Contractor-created and maintained isolation method is required to be in continuous operation providing separation of wireless data traffic into distinct closed user groups.

At all points between the wireless data device and MFN, Customer traffic must be isolated from all other traffic within the Contractor's IP networks. There must be no alternate paths into or out of the isolated environment and no means for other entities or devices to access the isolated environment.

The Contractor will place each device in the closed user group as defined by the CSAB work order. Customers will have the ability to have multiple closed user groups configured within the Contractor's IP networks. No IP communications will be permitted between closed user groups within the Contractor's IP networks.

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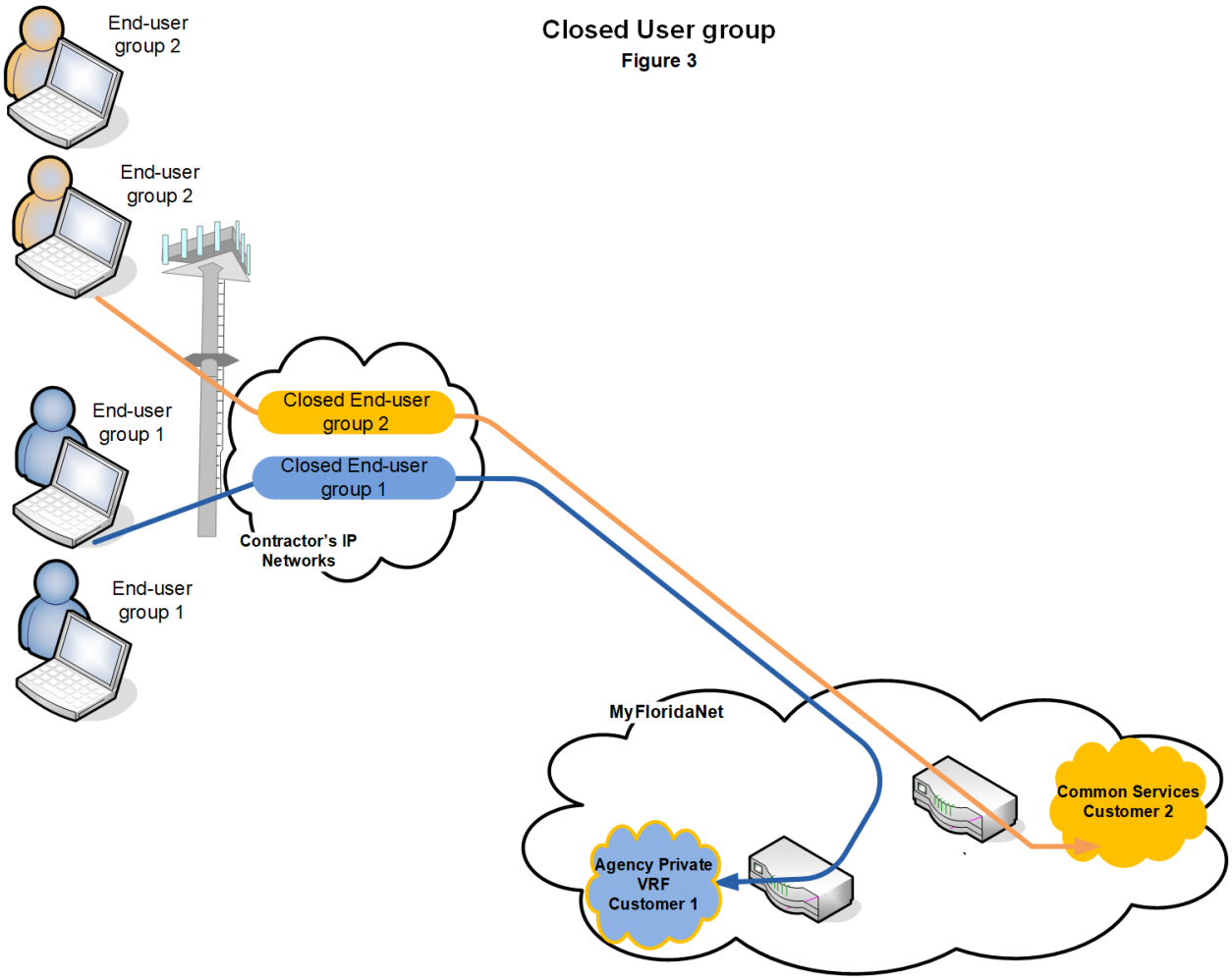

Closed User group
Figure 3

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.6 Wireless Data Service – Network-to-Network Interface Design

This subsection is applicable only to Wireless Data Services.

The Contractor must work with DMS and the MFN contractor to establish a network-to-network interface as shown in Figure 4 to route wireless data traffic across the internet to MFN. For redundancy, the interface design must use IPsec tunnels which connect to two (2) geographically separate gateways approved by DMS.

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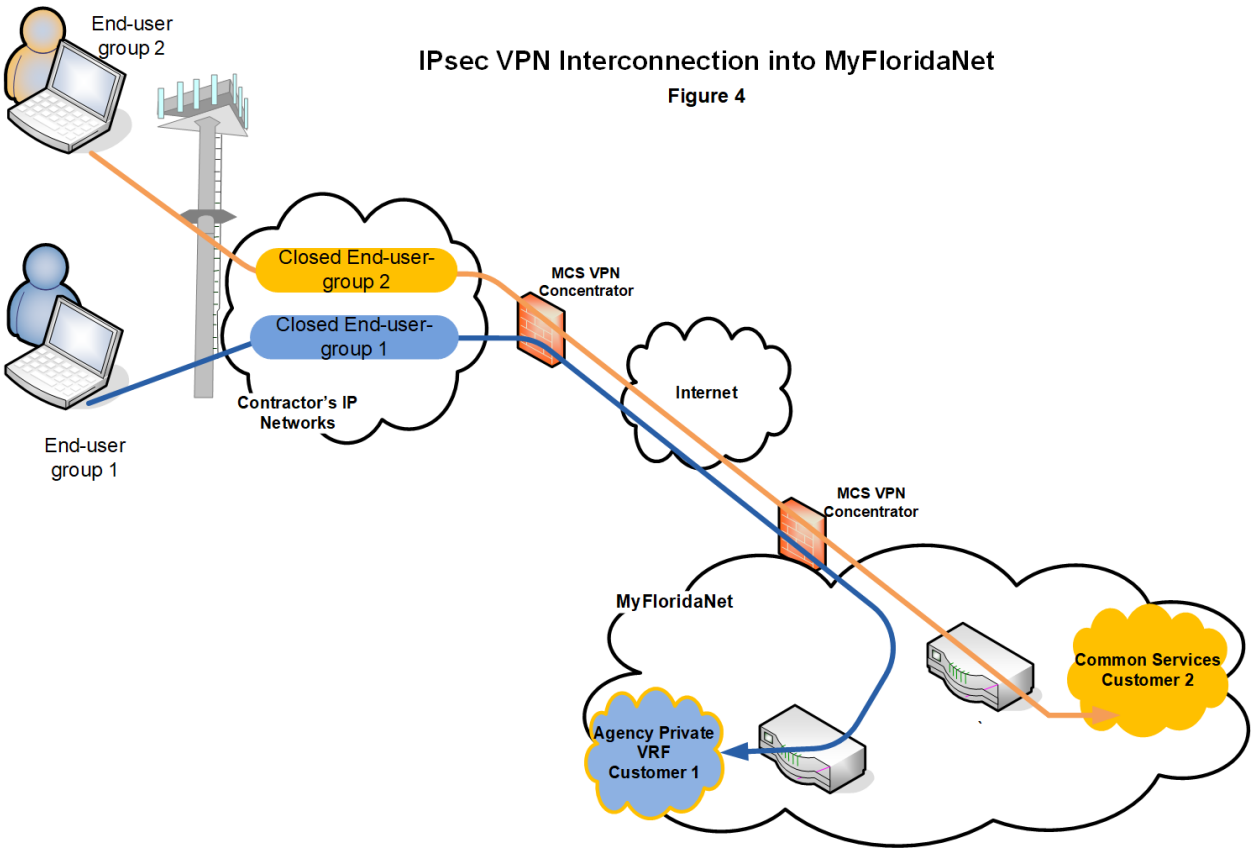
In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator. Each interface will be configured with internet connectivity for the concentrators. The interface design must utilize a primary and secondary interconnection scheme preventing any downtime or performance impact to the connectivity with MFN or downtime for the service. Each interface will function equivalently, including the available internet bandwidth capacity, operational software images, and overall configuration. The interface locations must always automatically failover.



IPsec VPN Interconnection into MyFloridaNet
Figure 4

The interface design must support VPN connectivity through the use of IPsec tunnels between the Contractor's IP networks and MFN. The Contractor configures IPsec tunnels to create closed user groups for traffic between the Contractor's IP networks and MFN. The Contractor routes closed user group traffic originating in the Contractor's IP networks to MFN via the internet, in coordination with DMS and the MFN contractor. Using a design selected by the Contractor and approved by DMS, wireless data devices must be provisioned to continuously operate within closed user groups.

The interconnectivity design, agreed on by the Contractor and DMS, must provide redundancy with automatic failover between MFN's two (2) VPN interconnection locations. The Contractor's

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interconnectivity design must be configured for the Contractor to monitor network connectivity between the Contractor's IP networks and MFN. In the event of a connectivity issue between the Contractor's network and MFN, the interconnection design must automatically failover and start routing traffic within the failover metric. **Attachment C, SLA-B1.** Successful failover means the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover, or an alternate solution, as proposed by the Contractor and accepted by DMS through the Change Request process. After the failure has cleared the Contractor's interconnectivity design will, over time, automatically reestablish the tunnels to the MFN primary concentrator. The Contractor is not responsible for connectivity loss if the MFN VPN concentrators fail simultaneously.

DMS will provide the Contractor with the configuration parameters for each closed user group's IPsec tunnel. The Contractor must adhere to the configuration parameters while provisioning the concentrators. The Contractor must configure a unique IPsec tunnel for each closed user group's IP traffic as specified by DMS. The closed user group naming convention (or network identifier) will be mutually agreed upon by DMS and the Contractor. Each closed user group's network identifier must correlate to a unique IPsec tunnel.

DMS will provide the Contractor with the MFN tunnel termination IP addresses, IPsec pre-shared authentication keys, and tunnel configuration parameters for each tunnel. All information regarding IP addresses, IPsec authentication keys, and tunnel configuration parameters must be treated as secure State data. At no time will the Contractor transmit this information in clear text.

The Contractor must configure each unique IPsec tunnel to terminate on the primary MFN IPsec concentrator and also configure the tunnel to failover to the secondary MFN IPsec concentrator. Within Figure 4 above, this is shown as "MCS VPN Concentrator" directly adjacent to the MFN section. This is currently rented from and managed by the MFN contractor. DMS will provide the Contractor with two (2) unique publicly routable IP addresses for each closed user group's IPsec tunnel (primary and secondary). The Contractor will use one (1) of the two (2) addresses to terminate the tunnel at the MFN primary concentrator location, and the other address will be used to terminate the failover tunnel at the MFN secondary concentrator location. The Contractor must provide and use at least two (2) publicly routable IP addresses for its IPsec interconnection design; one (1) IP address for the primary tunnel termination and one (1) to terminate the secondary tunnel.

The Contractor will ensure that each wireless data device that traverses the IPsec interconnection will have a unique IP address permanently configured within the wireless modem or device (smartphone, handheld computer, laptop, etc.). Using the IP address provided by the Contractor, the Contractor must statically or dynamically assign each device within a unique closed user group a permanent IP address. The Contractor must configure each unique closed user group within its IP networks using the applicable IP addresses. At the MFN ingress point, each closed user group must be logically mapped into the appropriate MFN VRF. Adds, moves, or changes within a closed user group's configuration require a work order.

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The Contractor must upgrade the network-to-network interface when the encrypted throughput, processor utilization, or port speed reach seventy-five percent (75%) of capacity specific to the Contractor's owned network to network connections and devices. Internet bandwidth must be upgraded by the Contractor if bandwidth utilization reaches seventy-five percent (75%) of capacity. All network-to-network interface upgrades must improve capacity by at least twenty percent (20%). **Attachment C, SLA-B2.** All upgrades are at no cost to the Department or Customers.

The Contractor will give DMS, and the MFN network monitoring tools, read-only SNMP access (or an alternate solution, as proposed by the Contractor and accepted by DMS through the Change Request process) to monitor performance of the network, including network-to-network interface components. The Contractor must establish monitoring of SNMP performance metrics, which are measured over each five-minute sample.

The primary and secondary VPN concentrators must support the following IPsec parameters:

IPsec Parameters	
IKA (SA)	Main Mode
Encryption Strength	3DES
Authentication	Pre-Shared Key
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)
Perfect Forward Secrecy	Pfs
Data Integrity Hash Algorithm	SHA
IPsec (SA)	Quick Mode
Security Association (SA) Lifetime	86,400 seconds (maximum)
Authentication Type	HMAC-SHA
Security Association (SA) Lifetime	28,800 seconds (maximum)
Simultaneous Active Tunnels	1,000 (minimum)

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Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the Respondent's commitment to the appropriate industry standards.
3. Describe the design.
4. Describe the portion of the design used to trigger the automatic failover.
5. Describe the failover and failback processes.
6. Describe how you will maintain the security of your MFN interconnection.
7. Respondents may also propose an alternative design.

Advantages of Verizon Wireless Private Network

Verizon has been providing a Network to Network Interface into the MFN Network utilizing our Private Network Platform, as highlighted below, since 2012. The solution provides redundant connectivity into the VZ Network with a primary connection in Charlotte, NC and redundant/failover connection in Nashville, TN. As of 2018 these connections terminate into the new MFN2 network in Tallahassee, FL as the primary with Miami, FL being the redundant/failover connection. During migration to the MFN2 network, failover was tested and proved successful as did the successful migration of several live Closed User Groups.

Verizon Wireless Private Network enables DMS to use the state existing MFN network routing schemes and network protocols to manage the state wireless devices via a secure link between the wireless environment and agency local area network (LAN).

Verizon Wireless Private Network (Private Network) is a comprehensive solution that joins wireless devices to the organization's internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

- Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.
- Controlling which wireless devices can connect to the network.
- Controlling which network resources the wireless devices and machines can access.
- Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon. We can help organizations make the most of wireless communications to securely and cost effectively power their networks.

Enhanced Features of Private Network

Tiered Hierarchy

Tiered Hierarchy design provides separate accounting/billing of data traffic for customers with multiple agencies, business units, departments or organizations whose data traffic traverses over a single Private Network. Billing can be separated for each agency, business

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unit, and department or organization profile. It allows the financial cost to be attributed to the correct company or department.

Dynamic Mobile Network Routing
Dynamic Mobile Network Routing (DMNR) allows accessing IPv4 addresses of devices that are connected to wireless router for easier support and management. DMNR is a network-based mobile technology providing dynamic routing and support for mobile or stationary routers in primary wireless access or automatic wireless backup configurations using Mobile IPv4-based Network Mobility (NEMO) protocol, without the need for Generic Routing Encapsulation (GRE) tunnels or network address and port translation. This delivers the any-site-to-any-site connectivity wireline customers expect when solutions extend the corporate network (e.g., intranet).

Service Based Access
Service Based Access (SBA) is an optional configuration for Private Network that allows subscribers to have the same experience with assisted GPS (aGPS); Multi-Media Services (MMS); and Visual Voicemail as they have on the consumer network but with the added security of Private Network.

Traffic Management
Traffic Management is a Private Network feature, available only for Verizon's 4G LTE devices, that provides customers with a premium and differentiated network experience. Private Network Traffic Management uses Quality of Service (QoS) technology to enable application differentiation over the LTE Private Network using standards-based IP packet marking.

Private Network Traffic Management has a Monthly Access Fee per user according to the level of service selected. Private Network Traffic Management subscribers have access to two Classes of Services (CoS), Enhanced and Premium, to prioritize applications.

- **Enhanced:** Allows mapping of business applications up to a maximum of 2.0 Mbps Business Critical CoS, with the remaining best effort applications mapped into the Best Effort CoS utilizing the remaining available LTE bandwidth.
- **Premium:** Allows mapping of business critical applications up to a maximum of 12 Mbps Business Critical CoS, with the remaining best effort applications mapped into the Best Effort CoS utilizing the remaining available LTE bandwidth.

Private Network Traffic Management subscribers have the flexibility of mapping their business critical applications to the respective CoS.

Private Network Traffic Management (PNTM) capability is not available when roaming off the Verizon wireless network since the roaming partner’s network cannot establish the dedicated bearer, i.e., channel created between the device and gateway for transporting IP packets, used for PNTM.

International Roaming
International Roaming enables Private Network customers to have connectivity for their devices (such as Smartphones, Tablets, Machine-to-Machine/Internet of Things) when leaving the Verizon wireless network footprint (a.k.a. “outbound roaming”) on approved international roaming providers’ networks, whose wireless technologies include GSM, UMTS, HSPA, or 4G LTE.

Account Records Streaming
Private Network supports the option to have a direct feed of accounting records (Start and Stop fields/attributes) sent from the Verizon Data Streaming Server (DSS) to a designated

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customer accounting server at no additional cost. The customer will receive the raw data (without modification or customization) can be parsed per the customer's reporting needs. The customer's receiving server must be capable of receiving and acknowledging raw accounting information.

Split Data Routing
Verizon Wireless Private Network customers looking for a more efficient way to route data traffic can do so with our split data routing solution. When you split the data flow, you can send secure private data one way and public traffic another. This separation reduces a customer's cost of managing in-house network capacity and firewall policies. Dual Access Point Name (APN) capability allows split data routing where the device uses multiple data connections – one to the Internet and another to Private Network.

How it Works
The functionality is device-driven, where the APN Class 3 (VZWINTERNET) data traffic is associated with an Internet designation and the APN Class 6 (the APN associated with the customer's Private Network) data traffic is for the Private Network.

- Device establishes data connectivity for APN Class 3 and 6.
- Device routes data to the designated APN Class 3 or 6 Packet Data Network.
- Customers must ensure that device security is implemented to protect private data from Internet data and to preclude:
  - mixing data packets associated with the Internet and Private Network
  - Internet data from traversing Private Network and private data traffic from the Internet
  - any Internet threats (e.g. virus, malware) from corrupting private data
- Verizon will route Internet data to our Public gateway and private data to the Private Network gateway with the connection to the customer's network.

The wireless device selected must have the ability to:

- Support multiple APNs including APN Class 3 and Class 6.
- Route Internet designated data traffic using the APN Class 3 and data traffic categorized for the customer's Private Network using APN Class 6.
- Separate Internet and private data traffic to ensure Internet data uses APN Class 3 only and private data uses APN Class 6 only.

Split Data Routing with Multi-Party Billing

Split Data Routing with Multi-Party Billing extends Verizon's billing and rating architecture to take a single MDN (Mobile Destination Number) and assign multiple financially responsible parties based on various service-based data streams from the same device.

- Only available on government-liable devices with Verizon's Private Network.
- Verizon bills enterprise for Mobile Private Network traffic and bills other enterprises/consumer for Internet traffic.

Verizon's Commitment to Industry Standards
Verizon complies with industry, statutory and regulatory requirements regarding safeguards and controls of protected information: Federal Communications Commission (FCC), Department of Justice (DoJ), Sensitive Personal Information (SPI), Customer Proprietary Network Information (CPNI), Payment Card Industry (PCI) & Intellectual Property.

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Established cellular industry and performance standards serve as the foundation for our engineering, design, operation and quality assurance programs. Verizon has created enterprise-wide policies that conform to the International Organization for Standardization (ISO) 27002.2005 and National Institute of Standards and Technology (NIST) standards for the protection of customer and employee information. These policies cover security issues, such as account management, password standards, server configuration and a wide range of security topics.

Verizon Wireless executives are active participants in national wireless industry associations and organizations focusing on the latest technology and public policy developments. They are invited regularly by these groups to take on leadership positions to lend their knowledge and expertise.

DMS Private Network Design
Today, Verizon Wireless uses VRF isolation to isolate closed user Groups and handoff traffic to the IPSec tunnels provisioned across the Internet.

The Verizon Wireless Private Network offering is built around isolating the SUNCOM Client IP traffic from all other Private Network and Consumer traffic. At all points between the mobile device and the MFN network the SUNCOM Client IP traffic is encapsulated in a tunnel, isolated in a dedicated VLAN, VRF, PVC, etc. There are no “backdoor” or alternate paths into or out of this isolated environment which would allow access from any other entities or devices.

It is a standard option to permit or deny traffic within and between different SUNCOM Closed user Groups. This can be done as granularly as needed such that Group A could be permitted to communicate with other Group A devices as well as Group B devices, whereas Group C could be blocked from talking to other Group C devices as well as Group A and Group B devices.

Verizon has created and maintained closed user groups. The closed user group is designed and configured so to isolate one closed user group’s IP traffic from all other. Each closed user group correlates to one unique NNI IPSec tunnel in such a manner, the tunnel traffic can be mapped into the appropriate MyFloridaNet MPLS VRF associated with the closed user group by the MFN Service Provider.

Redundancy
Network redundancy provides a backup path when the primary connection experiences a failure and can no longer support data traffic. Each Private Network is built with a primary and secondary gateway where the secondary gateway acts as a hot standby to provide support when the primary gateway has experienced a failure and can no longer operate. Once the primary gateway becomes operational, traffic will be redirected to the primary gateway, and the secondary gateway will go back into hot standby mode.

Connectivity redundancy provides a backup path when the primary connection between Verizon and the enterprise network experiences a failure that prevents traffic from moving over the connection. Verizon requires the connectivity redundancy.

Verizon Wireless Private Network Security
Data travels from wireless devices connected to the Radio Access Network, through the Private Network to a dedicated connection to the organization’s network. Each organization has its own Private Network whose traffic is kept isolated from the public Internet, avoiding unnecessary risk associated with unsolicited public Internet traffic. Only authorized subscribers may send and receive data.

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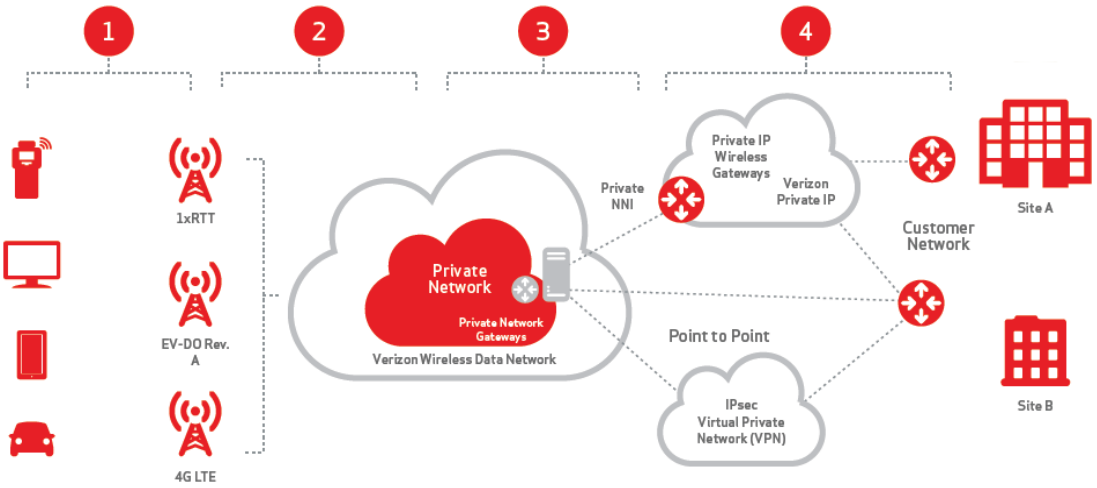
With Private Network: 1) Devices are authenticated and authorized for each Private Network (only authorized data can traverse the designated network). 2) Data are routed per the customer-specific IP pools. 3) Dedicated Private Network Gateways are designated. 4) A direct connection is created between Private Network Gateways and the customer premises router. [See following diagram.]



Connectivity Options

With Private Network, you have the flexibility to connect in a way that makes the most sense for your network's configuration.

- **Virtual private network (VPN).** You can use VPNs to create a secure tunnel between your internal network and the Verizon gateway. Because your IT staff is probably familiar with setting up and managing VPN environments, this can be a simple and effective solution. With this option, all traffic from the Private Network gateway router is encrypted and sent over the tunnel, through the public Internet, to your organization location. It is possible to encrypt the entire path by layering additional technologies.

IPsec Parameters		**Verizon Private Network VPN Complies Y/N**
IKA (SA)	Main Mode	Y
Encryption Strength	3DES	Y
Authentication	Pre-Shared Key	Y
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)	Y
Perfect Forward Secrecy	Pfs	Y

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Data Integrity Hash Algorithm	SHA	Y
IPsec (SA)	Quick Mode	Y
Security Association (SA) Lifetime	86,400 seconds (maximum)	Y
Authentication Type	HMAC-SHA	Y
Security Association (SA) Lifetime	28,800 seconds (maximum)	Y
Simultaneous Active Tunnels	1,000 (minimum)	Y

- **Dedicated physical circuit [Point to Point]**. A dedicated physical circuit can be installed at your location for the sole purpose of connecting to Verizon to complete the Private Network build-out. Because the circuit is dedicated, the entire bandwidth is available for use. No data traverses the public Internet, so the use of additional encryption technology is optional.
- **Verizon Private IP.** If your organization is already a Verizon Private IP customer, you can use that Private IP network to connect to the Verizon wireless network. This approach enables you to implement Private Network without affecting your existing network topology. If your organization is not a Private IP customer, Private Network and Verizon Private IP can be implemented together. Either way, you can combine the benefits of wireless with the benefits of a Multiprotocol Layer Switching (MPLS) network. When implemented with Verizon Private IP, all wireless data traffic can be routed directly to any location connected to Private IP. This simplifies network routing scenarios and provides redundancy for business continuity. Since both Private IP and Private Network are within the Verizon product portfolio, you have a single contact for product support. Customers also have access to additional hosted services from Verizon that could help drive increased return on investment and position your organization for the future.
- **Zero Tunnel Connectivity:** Zero Tunnel connectivity is designed for customers that require only mobile-to-mobile communication that does not require connectivity from the Private Network gateway to the customer premises (i.e., Private IP, dedicated circuit, VPN). Zero Tunnel configuration has no communication outside of the mobile IP pools and can be designed as a hub and spoke configuration where the central wireless device at the customer data center provides access to the customer-hosted applications to field/mobile devices.
- **Cloud Access:** Private Network can be constructed with connectivity to cloud service providers using Verizon's Secure Cloud Interconnect.

IP Addressing

Private Network supports Dynamic and Static IP addressing while offering a variety of IP addressing options that provide several levels of accessibility, protection and manageability. These options include enterprise-owned, private IP address assignment to the devices, essentially making the device a virtual extension of the wired enterprise network. This enables enterprise IT administrators to manage mobile stations and LAN devices using the same tools and techniques. For example, organizations can use the same firewall and routing schemes, and the IT administrators define which users get Internet access. This makes it easier for

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enterprise IT administrators to manage and monitor network usage and enforce company IT policies.

As more and more devices are being activated using IP, the availability of IPv4 addresses is greatly diminishing. Since the world is running out of IPv4 addresses, IPv6 has become the new standard for IP addressing. Enterprise and Government customers are transitioning to IPv6 to continue to grow and enable new, innovative services to be developed because more devices can be connected. Private Network's initial release of IPv6 support offers Dynamic IP assignment. It offers capabilities to apply IPv6 addressing to the wireless device's packet data connection and to the connection used between the Verizon Wireless Data Network Private Network Gateway and customers premises.

3.7 Wireless Data Service –Traffic Mapping into MyFloridaNet

This subsection is applicable to only Wireless Data Services.

The Contractor shall coordinate and communicate with the MFN contractor and other MCS Contractors.

For traffic to MFN, the Contractor must route wireless data traffic across the Contractor's IP networks utilizing IPsec tunnels (one (1) unique IPsec tunnel per closed user group). DMS retains control related to security policies on access into MFN and its intranet as well as IPsec tunnel configuration parameters. All Customer wireless traffic must be in a closed user group within a unique IPsec tunnel in a manner such that it can be mapped into the appropriate MFN VRF by the MFN contractor.

If permitted by the applicable Department security policies, once wireless data traffic is within MFN it accesses the internet via the MFN firewall.

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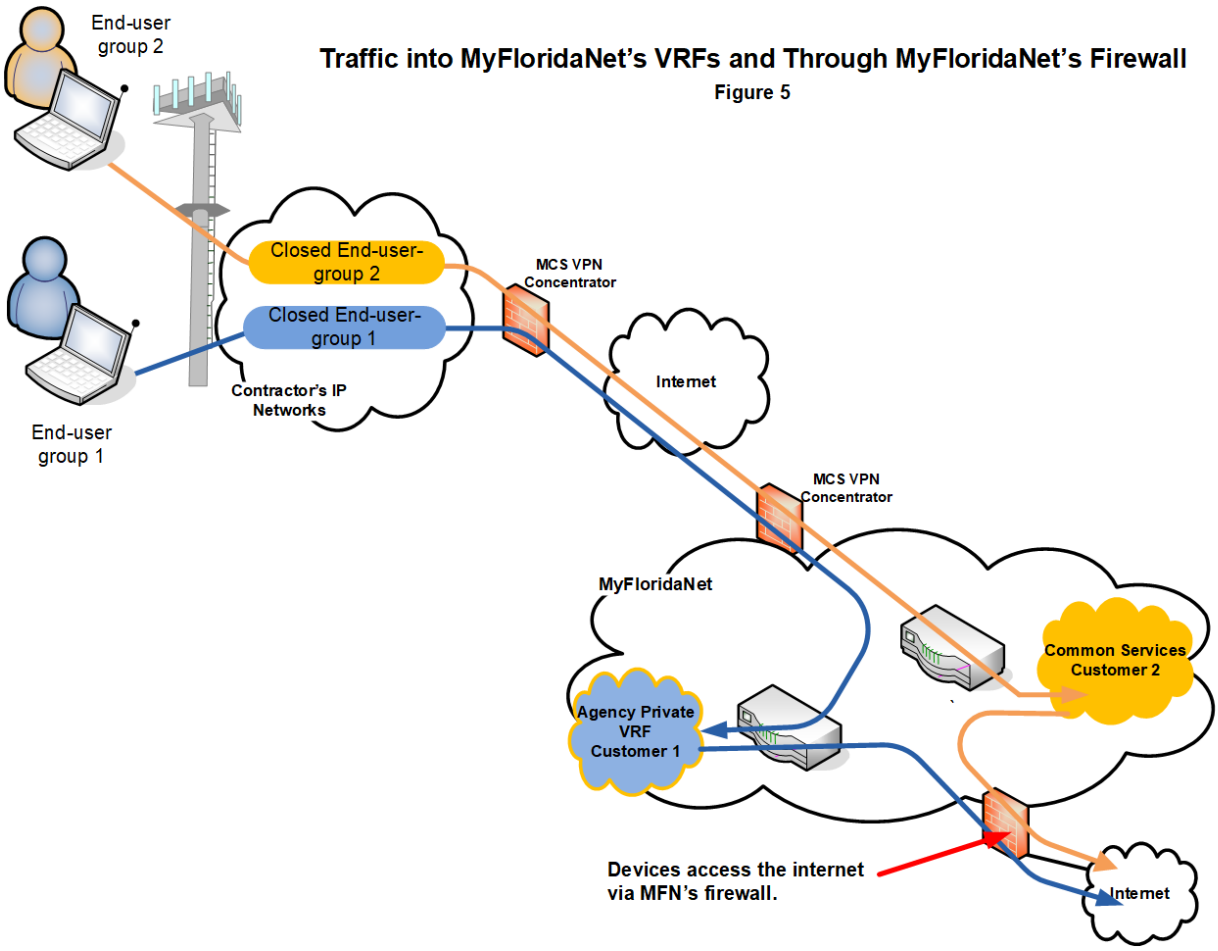

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.8 Wireless Data Service – Traffic Directly to the Internet

This subsection is applicable to only Wireless Data Services.

Customers can have their traffic sent directly to the internet. Routing wireless traffic direct to the internet provides simplicity for connectivity to web-servers and web-based applications. Sending traffic to the internet also permits Customers to use encrypted VPN traffic to access their IP networks via a Public VRF connection.

For this connectivity, the Contractor is not responsible for the reliability of traffic within the internet.

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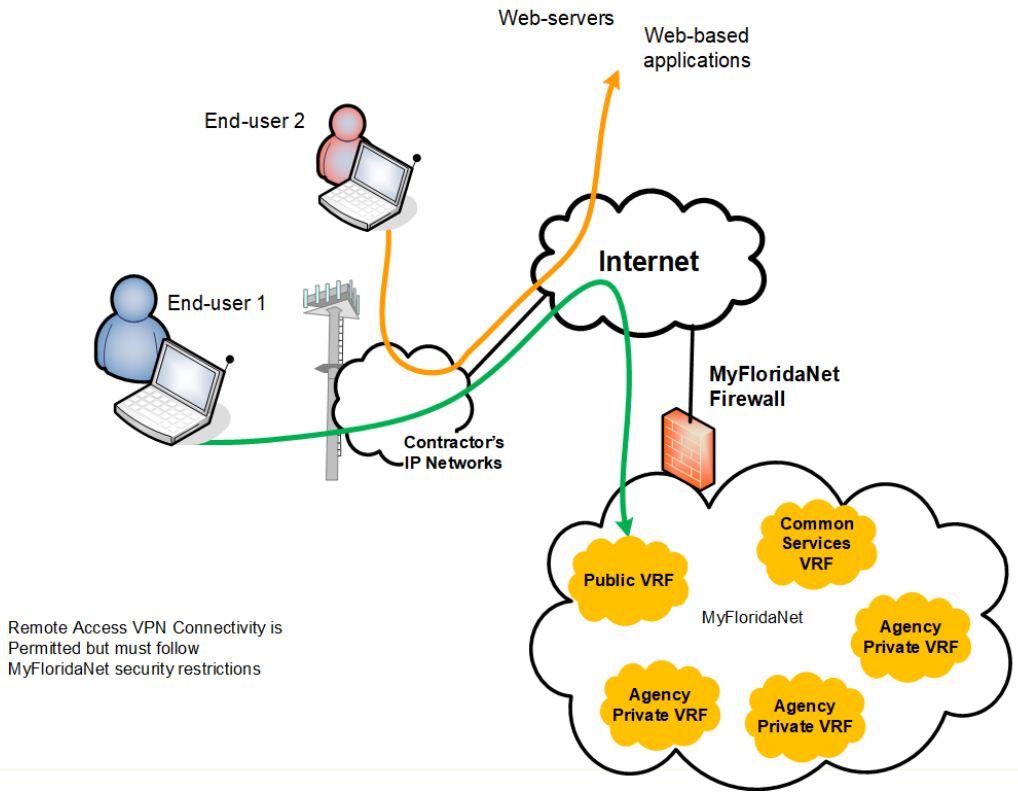
Routing Wireless Traffic Directly to the Internet
Figure 6



The Contractor is not required to create closed user groups for Customers that have their traffic routed directly to the internet. Under this option, the Contractor is not required to permanently assign the same IP address to a particular wireless device.

When MCS traffic is routed directly to the internet, if the MCS Customer is not an MFN Customer, they do not have to comply with DMS security policy restrictions for traffic to MFN. The Contractor must comply with DMS security policies and those policies of the OEUs. Specifics of the DMS security policy requirements will be detailed in the post-Contract engineering meetings and may vary during the life of the Contract.

A synopsis of the MFN security policy. MFN Customers must access the internet via the MFN firewall and avoid using an alternate internet access that might create a backdoor into MFN. Under certain restrictions, MFN security policy permits MFN Customers to use remote-access VPN connectivity to gain access to their MFN intranet network. The Contractor is not responsible for the specifics of how Customers configure their VPN connectivity.

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No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

3.9 Wireless Data Service - Test Plan

This subsection is applicable to only Wireless Data Services.

The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance.. The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

All test plans and actual testing must be coordinated with and approved by DMS and the Customer. The test plan need only cover WDS elements. Once approved by DMS, the plan must be included in the WDS Operations Guides.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.10 State of Florida Coverage

The Contractor shall:

1. Provide the same or better level of coverage as that described in the Contractor's Reply;
2. Maintain up-to-date State coverage maps on its website, accessible to all Customers.
3. Provide service strength with as much4G/4G LTE or better (5G) service coverage as possible.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.
2. Describe the Respondent's State geographic coverage.
3. Demonstrate in detail any future plans for enhancement and expansion of the Contractor's State coverage.
4. Provide a service area State coverage map. The map shall be geographically accurate and drawn to a scale of 1:1,000,000 (1 inch=15.78 miles) or less. The coverage map shall include, at a minimum, county boundaries, cities, and major highways. Note the decibel (db) level used in maps for the Respondent's acceptable service level.

Verizon Wireless Network Coverage

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Verizon Wireless operates the nation's most reliable wireless network, with more than 120.3 million wireless retail connections (September 30, 2020).

- Our 4G LTE network is available to more than 99 percent of the U.S. population and covers 326.1 million people over more than 2.6 million square miles.
- LTE Advanced - Verizon customers in more than 2,000 markets can access the benefits of carrier aggregation and those in 1,100 markets can access 4x4 MIMO (Multiple Input, Multiple Output) and 256 QAM (Quadrature Amplitude Modulation) in addition to carrier aggregation

Up-to-date coverage maps are made publically available online. Future plans for enhancement and expansion of Verizon's coverage areas are considered confidential and proprietary. Our online Coverage Locator tool depicts our wireless coverage area on a national map and enables you to zoom into any local area by entering that area's ZIP Code or the city and state information. The maps rendered show approximations, based on our internal data, of where coverage for various services is available.

- Our online domestic Coverage Locator tool can be accessed at: https://verizon.com/coverage-map/
- Our online international Coverage Locator tool can be accessed at: https://verizon.cellmaps.com/

We have also provided coverage maps below for DMS' convenience, review, and consideration listed as "Attachment A" in the response.

3.11 Roaming

This subsection is applicable to both WVS and WDS.

The Contractor must not charge for roaming within the Contractor's nationwide footprint.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.12 Security

This subsection is applicable to both WVS and WDS.

The Contractor must ensure that all traffic is secured between the Customer's device and the Contractor's antenna/tower (i.e., the air link in Figure 1). Encryption across the air link is not required as long as the traffic transport method provides security equivalent to IPsec 56-bit strength. No wireless traffic transport is permitted that does not meet this minimum traffic transport security requirement.

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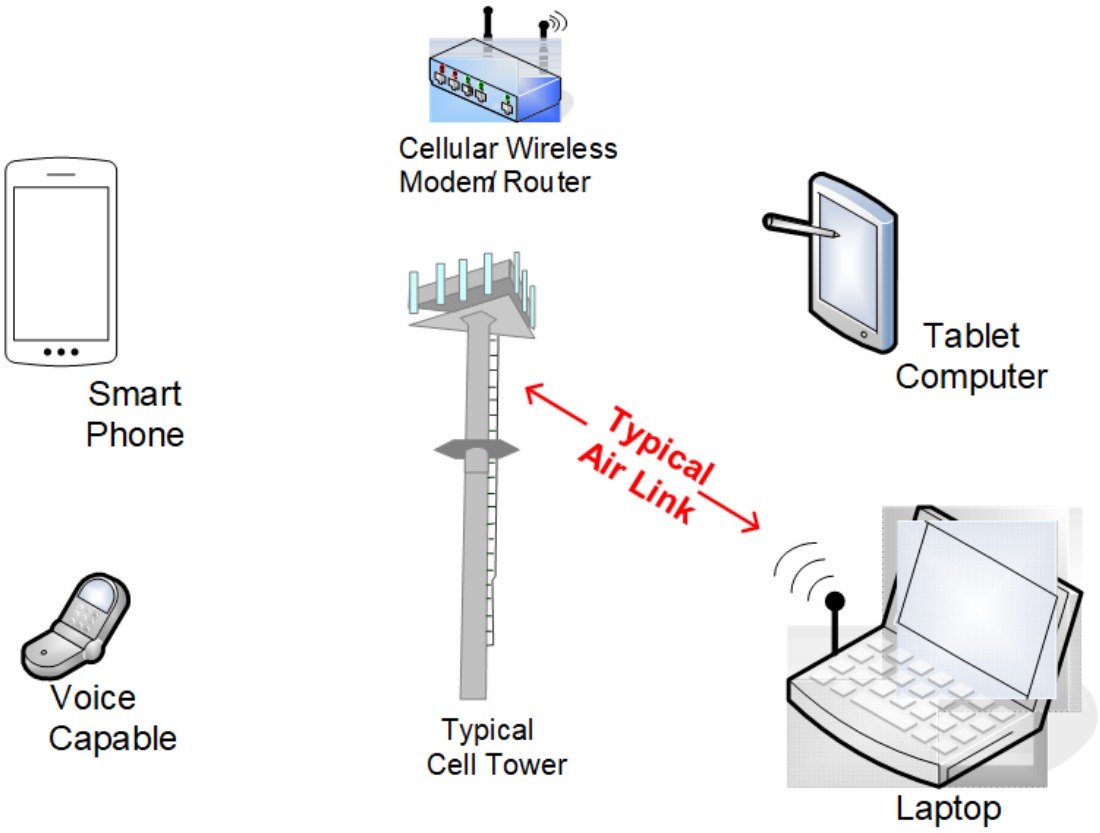
Security

Figure 1



In addition to the minimum security requirements elsewhere in this SOW, the Contractor must continually enhance its ongoing security features. The Contractor's security features must block unauthorized access into MFN and OEU networks and thwart potential attacks.

The Contractor must maintain physical, electronic, and procedural safeguards to protect the security of its internal systems as well as MFN and OEU networks. The Contractor must secure traffic by employing strong user authentication, making certain only authorized devices connect to the Contractor's wireless network, the MFN network, and OEU networks. The authentication process must associate the End-user to a particular device.

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The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a copy of the Contractor's associated security procedures, or a generalized description deemed acceptable by the DMS Contract Manager, upon request.

The Contractor must perform fraud detection, monitoring, and prevention services consistent with industry common best practices on a 24x7x365 basis to reduce Customer vulnerability to fraudulent activities. Fraudulent calls will be the sole responsibility of the Contractor. DMS and its Customers will bear no responsibility for such calls, including, but not limited to, number theft by cloning, multiple calls at the same time, international calls on an unauthorized telephone, and calls to areas of known fraud. The Contractor shall proactively monitor calling volume and patterns. The Contractor shall immediately report unusual calling volumes and patterns to the Department and Customer, such as usage or cost doubling from the previous month. If fraud is detected outside of normal business hours, the Contractor will notify the Department's Product Manager and Customer via email. Should the Department or Customer declare such activity as fraudulent, the Contractor shall immediately deactivate the service.

Given the statements in this subsection:

1. Describe in detail how the Respondent's proposal will fulfill the minimum requirements of this subsection.

Performance, Reliability, and Security

DMS expects performance, reliability and security from your wireless network. The increasing numbers of factors that are beyond your control heighten that expectation. The security team at Verizon Wireless works tirelessly behind the scenes to keep the network running while monitoring, identifying and eliminating security threats and malicious attacks before they reach a single mobile device under your supervision.

Our reputation for reliability and peak performance depends on the security of our network. Our sophisticated security infrastructure utilizes firewalls, routers, monitoring systems, software, device standards and security expertise to keep mobile communications and data out of the hands of hackers and data thieves so you can keep your workforce productive, connected and mobile.

Data security is an integral part of our corporate strategy. Addressing security needs is paramount to delivering solutions that meet the demands of a mobile workforce. Verizon Wireless deploys a multipronged strategy for network security that combines the expertise and resources of our internal engineering teams, external software development partners and vendors of the various commercial applications and products we offer. Our security strategy includes:

- **Wireless Standards and Services:** Verizon operates CDMA, 4G LTE and 5G standards-based wireless access technologies, which offer robust security-based encoding, authentication and encryption. Wireless services are enabled and designed to enhance the mobile experience while maintaining security.

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- **Policy and Governance:** Verizon has created enterprise-wide policies that conform to the ISO 27002.2005 and NIST standards for the protection of customer and employee information.
- **Vulnerability Management:** Verizon has implemented a four-stage (Discovery, Assessment, Remediation and Validation) vulnerability management model to guard against vulnerabilities.
- **Risk Management:** Verizon conducts penetration testing by both Verizon employees and contracted third-party entities; the results of the security risk assessment are used to decide whether or not to move forward with a commercial launch of the product.
- **Security Monitoring & Response:** Verizon has a dedicated team of certified security professionals (CISSP, GIAC) as part of the Network Cybersecurity Center (NCC) to ensure incidents are identified, the method by which the breach occurred, and to make all necessary changes to prevent a reoccurrence of that event. The NCC team is on-call on a 24/7 basis.
- **Physical Security:** Verizon has implemented partitioned access control systems by which access is granted based on individual needs. The wireless Network centers and cell sites are designed and equipped with intrusion detection and alarm systems and alarm conditions of all types including those from the access control systems (ACS) and the intrusion detection systems (IDS) are monitored and logged in at least three locations.

Verizon complies with industry, statutory and regulatory requirements regarding safeguards and controls of protected information: Federal Communications Commission (FCC), Department of Justice (DoJ), Sensitive Personal Information (SPI), Customer Proprietary Network Information (CPNI), Payment Card Industry (PCI) & Intellectual Property. See also attached information security document for detailed information regarding how Verizon's information security policies and practices will support the maintenance of security of DMS' MFN interconnection.

3.13 Reviews of the Contractor's Service

This subsection is applicable to both WVS and WDS.

DMS Test Accounts. Upon request from DMS, the Contractor shall provide up to ten (10) WVS accounts and associated devices (with voice and broadband feature functionality) and up to ten (10) WDS accounts and associated devices to allow DMS to test the Contractor's service. All test devices must be premium (highest functionality) devices. All test accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. The Contractor must provide the test accounts and devices at no charge and with no limitations on DMS's use of the accounts and devices. DMS will administer the test accounts, including activating, deactivating, and supervising.

Customer Demonstration Reviews. Prior to making an initial order for service, Customers may request, and the Contractor will provide, wireless demonstration equipment (including airtime) for testing. All demo accounts and devices must be configured to operate only on the Contractor's

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network throughout the continental United States. Demo devices must be provided at no charge for thirty (30) Business Days. The Contractor will post on its portal the step-by-step procedures to obtain the demo devices. The Contractor shall coordinate directly with the Customer regarding demo accounts and devices.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14 Emergency Services

This subsection is applicable to both WVS and WDS.

The Contractor shall provide emergency services, a crucial aspect of MCS, as described in this section.

3.14.1 911/E911

The Contractor is required to fully comply with federal and State-mandated emergency service requirements, including 911 and E911 services.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.2 Department of Homeland Security Programs

The Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency's (CISA) Emergency Communications Division (the Office) collaborates with the public and private sectors to ensure the national security and emergency preparedness communications community has access to priority telecommunications and restoration services to communicate under all circumstances. The Office manages the Government Emergency Telecommunications Service (GETS), Wireless Priority Services (WPS), Telecommunications Service Priority (TSP), and Next Generation Network Priority Service (NGN-PS) programs.

The Contractor must participate in at a minimum TSP, GETS, WPS, and NGN-PS in support of the State’s emergency preparedness efforts. For additional information see https://www.dhs.gov/oec-communications-portfolio-management.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.3 Emergency Support Function 2

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Background. DMS provides communications assistance during emergencies and disasters. DMS is the lead agency for communications under direction of the Florida Division of Emergency Management. Section 282.702(7), F.S., directs DMS to cooperate with any federal, state, or local emergency management agency in providing for emergency communications services.

DMS is the first point of contact for telecommunications service providers for equipment and services coordination to provide communications support statewide before, during, and after emergencies or disasters. The National Response Framework is part of the United States National Strategy for Homeland Security, which details fifteen (15) Emergency Support Function Annexes. In Florida, the DMS Emergency Support Function 2 (ESF-2) consists of a dedicated team of telecommunications professionals with expertise in radio systems, voice/data/network communications, and project management.

The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall ship the specified quantity (up to 100 of each type (basic, Smartphone, MiFi, USB) requested) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request, and deliver within forty-eight (48) hours. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.15 Contractor's Service Delivery Costs

This subsection is applicable to both WVS and WDS.

The Contractor will not charge the Department or Customers for service delivery or infrastructure costs. The Contractor can only charge for services and equipment contemplated in the EUPL, Vendor's Device List, and the Contract.

There will be no costs to activate a service or device. Customers may cancel service at any time without any costs.

The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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3.16 Highly Available and Highly Reliable Design Characteristics

MCS functionality provides support for mission-critical agency Customers. The Contractor shall provide infrastructures, hardware, software, and processes designed to be HA/HR, by, at a minimum:

1. Providing designs to eliminate single points of failure, including minimal convergence times.
2. Utilizing redundant (or backup systems) hardware and software providing continuous availability when a critical component fails or is removed from service for maintenance.
3. Utilizing automated interactions between systems or services to detect when a component has failed.
4. Utilizing multiple physical data paths within an infrastructure to eliminate a potential impact on performance when a path fails or is taken out of service.
5. Utilizing equipment with dual power supplies plugged into separate sources of power, which may include the use of a generator for backup power.
6. Maintaining the entire MCS infrastructure at normal operational functionality and not permitting anything to impact performance, regardless of cause.

Given the statements in this subsection:

2. Describe in detail the proposed offering for this subsection, addressing the design objectives listed above.
3. Describe how the Respondent will provide validation of their HA/HR design to DMS allowing DMS to perform Contract oversight.

Resilient by Design

Our wireless infrastructure is designed to provide customers with a resilient network that is fault-tolerant and cost effective. Verizon's two wireless Network Operations Centers (NOCs) serve as the hubs of our regional network operations. The NOCs are located in Bedminster, NJ, and Westlake, TX, and operate 24/7/365. The NOCs detect network failures, diagnose the failure, send out repair personnel and track the problem to conclusion. NOCs monitor cell sites, mobile switching centers, mobile data switching systems and transmission facilities for potential problems. If an outage occurs, a field engineer is dispatched as soon as possible to correct the problem and bring the cell site back on line.

Equipment electronically tracks system alarms and immediately reports them to our surveillance engineers to investigate and act on promptly. When an alarm is activated, the system gives detailed information, including cell location, the switch location, contact numbers for local commercial power companies, police and fire departments, and even driving directions to the cell site. The network management system also gives our network surveillance engineers the ability to perform remote diagnostic procedures and, in some cases, restoration of service.

Network Surveillance and Alarm Monitoring

We continuously monitor all of our data networks for congestion. We respond immediately to increased capacity needs where necessary and use internal statistical information, drive

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testingand a third-party monitoring service to evaluate network performance. Peaks of concentrated traffic may, from time to time, cause heavy network usage; however, we engineer our systems to support a typical volume during the busiest hours of the day.

The Data Network Operations Center (DNOC) has procedures in place that are designed to troubleshoot and/or resolve problems that may arise. These include the following:

- Availability of a Data Help Desk and DNOC for problem resolution
- Prompt investigation of problems;
- Notification of key individuals, including wireless data engineers and technical experts, if necessary
- Establishment of estimated time frames for actions and resolution
- Upon resolution, notification to the customer

Alarm Procedures

Business Hours (08:00 - 17:00)
During business hours, surveillance engineers will alert regional network operations of critical alarm conditions. Regional operations will respond normally within one hour, providing the NOC of estimated time of arrival and service restoration. It will also notify the NOC of trouble resolution.

After Hours (17:00- 08:00)
After business hours, the NOC will initiate corrective actions on critical alarms. Failure to remotely diagnose and correct equipment problems will result in a page to regional “night watch” personnel. Regional operations will respond normally within one hour, providing the NOC of estimated time of arrival and service restoration. It will also notify the NOC of trouble resolution.

Outage Notification
Unscheduled outages will be reported immediately to an automated voicemail system that will notify appropriate Verizon personnel. System engineers will coordinate scheduled maintenance outages.

3.17 Reports, Updates, and Notifications Requirements

This subsection is applicable to both WVS and WDS.

DMS requires the following reports and data, at a minimum, to accomplish Contract oversight. All reports are to be provided at the enterprise level (i.e., for all Customers that utilize this Contract) and shall exclude any information regarded as Customer Proprietary Network Information (CPNI). Should the Contractor provide the reports through a portal, dashboard or other self-managed web-based tool, the Department’s access must allow enterprise reporting.

1. The Contractor shall provide reports, updates, and notifications in accordance with the following section and subsections of this SOW:
    a. Monthly SLA Compliance Report, SLA-B3 (Subsection 3.18.5)
    b. Monthly Escalation Activity Report, SLA-B4 (Subsection 3.19.1)

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c. Quarterly Zero Usage Report, SLA-B5 (Subsection 3.19.2)
d. Escalation Procedure and Escalation Procedure Updates, SLA-B6 (Subsection 3.19.3)
e. Notifications, SLA B7, B8, B9 (Subsection 3.19.4)
f. Weekly Transition Status Reports during Transition (Subsection 3.24)
g. Project Status Report, SLA-D3 (Subsection 3.26.2.3)
h. Incumbent Contractor Weekly Migration Report, SLA-D7 (Subsection 3.26.5)
i. Monthly Public Safety Service Plans and Devices Report, SLA-E1 (Section 4)
j. Direct-Billed Accounts Monthly Report, SLA-G2 (Subsection 6.4)
k. Direct-Billed Accounts Quarterly Report, SLA-G3 (Subsection 6.5)

2. The Contractor shall provide any of the items below upon request from the Department:
   a. Identification and validation of products/services and rates;
   b. Compilation of statistics on products/services from a high level to a detailed level;
   c. Inventory of devices;
   d. Services and devices trend information;
   e. Identification and validation of Contractor's Customer billing (to include all charges, service taxes, surcharges, refunds, and adjustments); and
   f. Ad hoc reports, for data and information that is available and accessible to Contractor which will be at no cost and include a report delivery timeframe within two (2) Business Days of receipt of request, unless due to the amount of data required, DMS grants a longer timeframe after discussion with the Contractor.

Given the statements in this subsection:
Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

Reports, Updates, and Notifications Requirements

Verizon currently provides DMS with reporting and data for contract oversight: This reporting includes the requisite updates and notifications in accordance with the requirements of its existing contract with DMS-1011-008C. Upon contract award, Verizon will work with DMS to ensure mutually agreeable reporting and notification criteria as detailed in section 1a. through 1m. of the agreement are met or exceeded.

In addition, DMS can take advantage of the reporting available through Verizon's My Business online web portal to meet the requirements of 2a. through 2f. listed above as described in Section 3.20 of the SOW.

3.18 Service Level Agreement Operational Process

This subsection and all sub-subsections are applicable to both WVS and WDS.

3.18.1 General SLA Requirements

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1. The Contractor will pay SLAs by giving the Department a credit in the amount owed. If it is the last billing cycle of the service and credits exceed any payment due to the Contractor, the Contractor will refund the amount due in the form of a check.
2. SLA credits restart each month based on the review process and monthly billing cycle.
3. Unless there is an explicit reference to "business days," all SLA credits are applicable based on calendar days. A calendar day starts at 12:00 AM and ends at 11:59 PM, Eastern Time.
4. All SLA credits are payable to DMS.
5. The billing reconciliation for SLA violations takes place once final determination of SLA credits has been completed.

3.18.2 Reporting and Review

1. Each month, the Contractor, its subcontractors, and DMS participate in a review and scrubbing of all data related to SLAs. Based on this review, credits are developed.
2. DMS is not required to explicitly request or otherwise initiate the SLA review and validation process in order to receive SLA credits.

3.18.3 SLA Holds

1. If time is a factor in the calculation of the SLA, the SLA clock may be suspended, in the Department's discretion, if the Contractor has documented in its ticketing system at least one (1) of the reasons listed below:
    a. The Customer provided incorrect information in its order, including an incorrect address.
    b. The Customer did not attend a confirmed scheduled appointment.
    c. The Customer was unresponsive to calls or emails.
    d. A site readiness requirement was not fulfilled by the Customer.
2. The SLA clock may also be suspended as identified in Attachment C – Service Level Agreements.
3. The Contractor shall troubleshoot to the fullest extent feasible, whether or not the SLA clock is suspended.

3.18.4 Contractor SLA Accountability

1. SLAs apply regardless of whether the violation was a result of human error, poor engineering design, tardy dispatch, dispatch without required repair or diagnostic tools, exceeding the scope of an approved maintenance change request that causes performance degradation (deterioration in quality, level, or standard of performance of a system, service, feature, or functionality), or any other reason.

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2. With the exception of the Contractor's failure to provide the requisite notice (see Section 3.19 Item 4), SLAs will not apply during scheduled upgrade or maintenance windows (including emergency scheduled maintenance). SLAs will apply for all other service element impacts during and after the scheduled maintenance window.
3. DMS will make the final determination on the Contractor's compliance with SLAs.

3.18.5 Compliance Report

1. The Contractor shall deliver a timely and comprehensive SLA Compliance Report on a monthly basis. The Contractor shall provide backup detail (justification) to DMS upon request. Final acceptance of this report is at the sole discretion of the DMS Contract Manager. The report will be provided to the DMS Contract Manager. **Attachment C, SLA-B3.** The SLA Compliance Report must:
   i. allow DMS to assess performance against measurable service levels;
   ii. include all SLAs in Attachment C – Service Level Agreements;
   iii. state "N/A" for SLAs for which no services have been delivered during the Implementation Phase;
   iv. not be locked or password protected;
   v. include adequate documentation, as determined by the Department, to demonstrate the Contractor's reported monitoring; and
   vi. will be coordinated with the Contractor and approved by DMS with regard to format, content, and level of detail.
2. If the SLA Compliance Report fails to accurately reflect an SLA violation, additional information may be utilized by the Department in determining SLA compliance in the Department's sole discretion.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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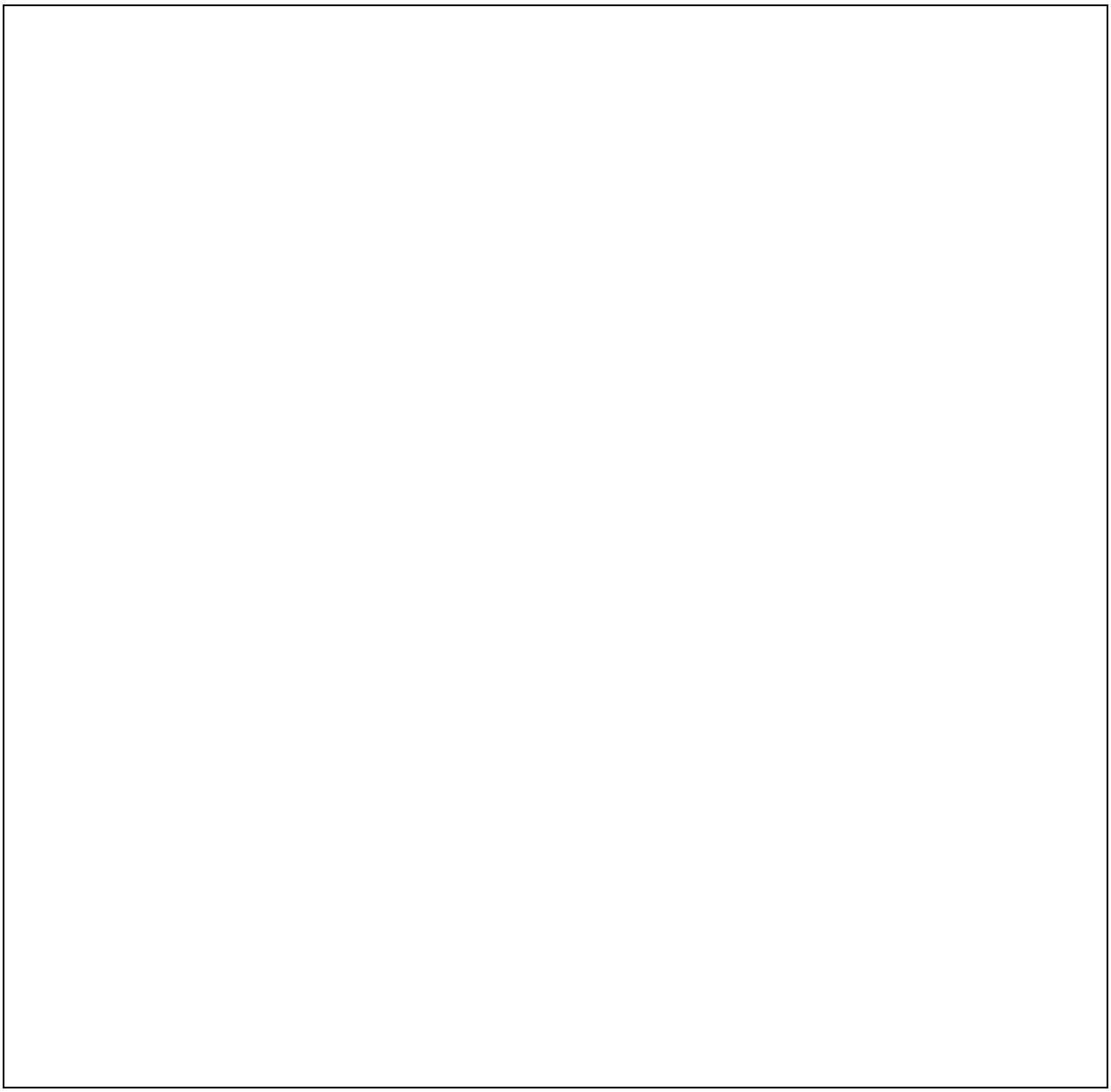

3.19 Customer Support

This subsection is applicable to both WVS and WDS.

The Contractor shall provide the following to the Department's designated recipient(s):

1. Monthly Escalation Activity Reports. This report must be provided on a monthly basis and detail the number of calls and emails related to requests for escalation assistance for technical and administrative support. The format must allow DMS to understand the

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relative importance of the issues within the escalation queue. Relative importance could be determined by the number of devices impacted or the length of time the Customer has been attempting to obtain a resolution to the issue. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B4.**

2. Quarterly Zero Usage Reports. This report must include a high-level summary of End-user devices that show no usage (i.e., zero minutes, zero texts, and zero data) for three (3) consecutive months. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B5.**
3. Escalation Procedure and Escalation Procedure Updates. This procedure must be developed and employed for unresolved network issues, Customer issues, or concerns that are not addressed in a timely manner. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved issues or issues that have been outstanding for more than ten (10) business days. Escalation procedures are to be updated by the Contractor when either DMS or the Contractor identify the need for an update. **Attachment C, SLA-B6.**
4. Notifications. Electronic notifications are required in advance of planned maintenance during instances of significant service impact, including performance degradation, over a generalized area. **Attachment C, SLA-B7.**

   Electronic notifications are required for emergency and unplanned outage activities when the activity may cause a significant service impact, including performance degradation, over a generalized area. Notifications must include an impact statement, date, time, reason for emergency or unplanned outage, and duration if available. The reason for emergency or unplanned outage and duration may be sent in a follow-up notification. Changes to the estimated duration should also be sent (if available). **Attachment C, SLA-B8 and SLA-B9.**

5. Customer Support Team. The Customer Support Team shall address situations on a daily basis that have not been addressed within the customer support processes.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the process which will allow DMS to support its Customers and End-users with timely notifications.
3. Describe the corporate commitment to providing DMS the information it requires for notifications on significant performance impacts to WVS and WDS.

4. Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address situations not readily addressed within the operational processes.
5. Describe the use of an escalation procedure related to situations which have not been addressed within the normal customer support processes.

Customer Support

Monthly Escalation Reports

Verizon will support DMS with a monthly basis and detail the number of calls and emails related to requests for escalation assistance for technical and administrative support.

Quarterly Zero Usage Reports

Verizon will continue to provide a high-level summary of End- user devices that show no usage (i.e., zero minutes, zero texts, and zero data) quarterly. You can also obtain this report through Verizon's My Business online portal.

Escalation Process

Your authorized contact also has the option of contacting your Global Enterprise Advisor/Account Manager for assistance in managing your account.

Your first point of contact for trouble with your voice or data services is our Business and Government Customer Operations (BGCO) organization. Members of our BGCO teams can conduct rudimentary device and network troubleshooting. Concerns related to quality of service, such as the inability to make or receive calls, will be assigned the highest priority and receive prompt attention. A staff supervisor is available during the BGCO team's hours of operation.

In the event BGCO representatives cannot resolve a situation and escalation becomes necessary, the following account team members may be contacted.

Contact	Name	Phone Number
Client Partner - Public Sector, Verizon Business Group	Tom Madden	850.294.5171
Global Enterprise Advisor	Paris Perkins	1.800.757.0699 ext. 2103721

If the escalated situation is not effectively resolved or the process of resolution is not effectively initiated within 24 hours of the request, we suggest contacting the staff management level.

Contact	Name	Phone Number
Solutions Executive Federal	John Amorielle	843.670.6648
Senior Manager- Business Government Customer Operations	Andrew Cuozzo	443.820.4002

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A highly sensitive situation that requires further escalation may require director level involvement. In those rare situations, we suggest you request a call back from the individuals below in the order in which they are listed.

Contact	Name	Phone Number
Director- Business and Government Customer Operations	Joseph Chuisano	410.694.3400

Complex situations may require research and may take longer to resolve. In these situations, we will research, resolve the issue and report back to the employee or authorized contact when the issue is resolved.

Notifications

The Network Event Notification (NEN) Program is a courtesy service that provides notice to your organization about planned and unplanned network maintenance, including ongoing updates and issue resolution for affected services. Network event notifications are issued via email and the same information is maintained online through a self-serve NEN portal for up to four weeks. Your organization may choose to receive notices on unplanned and/or planned events.

Events That May Trigger Notification and Notification Process

Network event notifications will issue to your organization's identified contacts, providing information about planned and unplanned maintenance events that may impact your service with us.

A planned network event is sent to your identified contact up to two weeks before any planned network maintenance.

An unplanned network event is sent when we receive confirmation there has been an unplanned disruption of service on the network. Events that may trigger automatic notification include a service condition that is significantly below our normal service operational thresholds. Because the service outage notification is sent when our systems identify a possible outage, your identified contact may receive the notification regardless of whether or not your end users are affected.

There are four types of unplanned network event notifications:

- Initial – Sent when the disruption is confirmed
- Update – Sent every half hour until the service is restored
- Restored – Sent when the issue is resolved and service is restored
- Informational – Sent when it has been determined that a brief service disruption occurred on the network, but was resolved before an alert was issued

If you receive a notification, there is no need to take any action. Our network engineers will be working to resolve the issue and you will receive an update when it is resolved.
Both planned and unplanned event notifications will include the following information:

- Start Date
- Start Time
- Severity Level [(High or Low for Planned), (High for Unplanned)]
- Affected Service (e.g., 4G LTE, Enterprise Messaging)
- Affected Location: (e.g., Dallas, Texas)
- Affected Counties: (e.g., Freestone, Grayson, Kaufman, Fannin, Rockwall, Dallas, Henderson, Collin, Hunt, Ellis, Van Zandt, Navarro, Denton)
- Tracking Number: (e.g., 123456)

Self-Service Portal
The self-service NEN portal includes the same network event information as is contained in the notification emails. The information is presented in user friendly views with data maintained for up to four weeks.

You can access the NEN portal directly through Verizon's My Business online resource or via https://m2m.verizonwireless.com/m2m/index.html#nenManageEnrollment

Enrollment by Services
Your organization may choose to receive notifications when all or at least one of the following covered services is operating below normal thresholds:

- 1X
- 4G LTE
- 3G Network Extender
- 4G Network Extender
- HD Voice (formerly known as Advanced Calling)
- Call Processing
- Domestic Roaming-Data
- Domestic Roaming-Voice
- Enterprise Customer Mapping Solution
- Enterprise Messaging
- EV-DO
- Enhanced Virtual Private Network
- International Roaming Data-GSM
- International Roaming Voice-GSM
- IOT Grid Wide Utility Solutions
- Location-based Service
- LTE in Rural America
- Network API
- OTA 4G Device Management
- One Talk
- Push To Talk
- Push To Talk Plus
- Blackberry
- SMS & Voicemail Notification
- Static IP (Euless, TX)
- Static IP (Hickory Hills)
- Static IP (Plymouth Meeting)
- Static IP (Sunnyvale)
- ThingSpace Manage
- Usage Controls
- Verizon Digital Signage

- Verizon Messaging Gateway
- Voicemail & Notification
- Visual Voicemail
- Visual Voicemail - iPhone
- Voice Cypher
- Wi-Fi Calling

The following are for Private Network (you may select all or at least one option from the list below):

- Verizon Wireless Private Network - Aurora
- Verizon Wireless Private Network - Birmingham
- Verizon Wireless Private Network - Branchburg
- Verizon Wireless Private Network - Charlotte 1
- Verizon Wireless Private Network - Charlotte 2
- Verizon Wireless Private Network - Columbus
- Verizon Wireless Private Network - Euless 1
- Verizon Wireless Private Network - Euless 2
- Verizon Wireless Private Network - Hickory Hills
- Verizon Wireless Private Network - Las Vegas
- Verizon Wireless Private Network - Lodge (Detroit)
- Verizon Wireless Private Network - Omaha
- Verizon Wireless Private Network - Plymouth Meeting
- Verizon Wireless Private Network - Redmond Ridge
- Verizon Wireless Private Network - Rocklin
- Verizon Wireless Private Network - Westborough

The Network Notification Program is offered as a courtesy only. In no event shall the failure to provide outage notifications subject Verizon to penalties or damages of any kind. Verizon reserves the right to modify or discontinue outage notifications at any time.

Support Team
Our Business and Government Customer Operations (BGCO) teams are trained to address your inquiries related to our wireless services. They operate out of three full-service centers across the country:

- Hanover, MD, Mon - Fri, 8 AM - 7 PM ET
- Alpharetta, GA, Mon - Fri, 8 AM - 7 PM ET
- Salt Lake City, UT, Mon - Fri, 8 AM - 7 PM MT

The BGCO team assigned to your organization is determined by the geographical area of your headquarters location and can be reached toll-free at 800-922-0204.

In the event your employees seek assistance after your BGCO team's hours, our standard full-service wireless Customer Care team is available from 8 AM - 9 PM, Monday through Saturday, and 8 AM - 5 PM on Sunday, in each time zone. Customer Care can be reached toll free at 800-922-0204 and airtime-free at *611 from the wireless device. These Customer Care representatives are not specifically trained to support our corporate accounts, but can address many of your employees' inquiries.

3.20 Contractor's MCS Portal

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This subsection is applicable to both WVS and WDS.

The Contractor shall provide an easy-to-use MCS portal that allows Customers to manage their End-user WVS and WDS devices, device management, and associated services. At a minimum, the portal must allow Customers' designated administrators to view the specifics of and add, change, and cancel devices and services. As changes are made, corresponding billing changes must take place automatically.

The Contractor is responsible for the general content and management of and for hosting the portal. All MCS-specific content must be approved in writing by the DMS Product Manager before publication.

The Contractor's MCS portal must include, at a minimum:

1. service definitions;
2. available features and options;
3. training materials;
4. product support information;
5. ordering procedures;
6. user guides;
7. equipment definitions and specifications;
8. maintenance information;
9. product configuration options; and
10. may include other information as mutually agreed to and approved in writing by the DMS Product Manager, such as whitepapers and diagrams.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

Contractor's Portal

Verizon's My Business online resource is a self-service tool that enables your organization to manage your wireless accounts. You can view and pay your bills, create business structures, view select reports and maintain your account. Additionally, your designated employees can purchase equipment, accessories and service using My Business' functionality.

With My Business you can:

- Receive online reporting in a consolidated manner or broken out by account or wireless number
- View individual phone information, such as airtime usage and call detail
- Modify mobile number information to allow for specific, customized analysis

My Business provides a wide variety of comprehensive standard wireless reports, such as:

- Charges Reports

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- Additional Charges – details monthly access, equipment charges, service & feature charges and taxes
- Airtime Charges Detail – Details call usage and charges
- Airtime Charges Summary – A summary of all your charges including taxes, services & features, access, airtime, etc.
- Analyze Phone Charges – Detail view of charges and calls
- Analyze Roaming Charges – Detail view of roaming calls
- Most Expensive Calls - Calls with the highest charges
- Purchase – All purchase activity details and charges

- Usage Reports
  - Account Unbilled Usage – Current unbilled usage for the account
  - Billed Data Details – Data session details for multiple wireless numbers displayed simultaneously
  - Billed Messaging Details – Message details for multiple wireless numbers displayed simultaneously
  - Call Summary – Summary of voice usage and charges for each wireless number
  - Data Summary – Summary of data, messaging and purchase charges for each wireless number
  - Grand Total – Comprehensive Summary. Details total charges and total minutes.
  - International Travel Data High Alerts – A weekly list of high data usage alerts sent for current global data usage by wireless number.
- Other Reports
  - Active Features – List of all features currently on your lines of service
  - Billing Structure – Your organization's My Business users and their access within the online resource structures
  - Business Account Analysis – View a summary of your organization's discounts and the amount of money saved, upgrade status and overage charges
  - Company Users – Your organization's My Business users and their permissions within the online resource
  - Customer Invoice Management – A report with your own defined hierarchy
  - Deactivated Phones – Wireless numbers that have been deactivated
  - Device – Comprehensive summary of devices and upgrade eligibility

You can add or remove fields from most existing standard reports. You can also create customized reports for the way your organization does business, including just the information you need – selecting from over 300 different reporting fields and order the fields in any sequence you want for your reports. You can save and schedule reports in advance, and receive an email when they are ready to be downloaded. You can also share saved reports with others in your organization or keep them private and change sharing status as needed.

Raw Data Download
Raw data download (RDD) is a representation of your Verizon wireless bills and does not include any reporting structures you design in My Business. The download provides a holistic view of all of your statement data, and it is delivered in a .zip file with four individual .txt files. The .txt files are:

- Account Summary - Represents the account summary section of a statement
- Account and Wireless Charges Detail Summary - Represents the wireless number charges section of a statement

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- Account and Wireless Summary - Represents the wireless number summary section of a statement
- Wireless Usage Detail - Represents the usage section of a statement

RDD is available within approximately 10 business days of each completed bill cycle. While these reports will meet the vast majority of your requirements, additional non-standard reporting options may be available upon specific written request. Your Account Manager can provide further details.

3.21 Devices

This subsection is applicable to both WVS and WDS.

The Contractor must provide all applicable software and firmware for each device offered under the Contract and corresponding support. The Contractor must provide a link to the manufacturer's website where Customers can download current software updates/releases and software version release notes. The Contractor must work with the Customer and make a device recommendation based on a case-by-case analysis of the intended use of the device. All devices offered under MCS must be certified by the Contractor to operate with the performance parameters claimed by the manufacturer. The Contractor will remove any device that does not meet the manufacturer's and the Contractor's performance claims from the Vendor's Device List.

1. Excluding activations involving number portability, the Contractor shall ship in-stock devices (including replacement devices) activated, registered, and ready-for-use.
2. If the Contractor is unable to ship in-stock devices, or if a device is out-of-stock, the Contractor must notify the Customer.
3. Account changes made in the MCS portal will display automatically in the portal and may take up to one (1) Business Day to be fully processed in the billing system with the exception of:
    a. devices that are out of stock or otherwise unavailable;
    b. account changes involving number portability;
    c. account changes with 1,000 lines of service or more should be made within three (3) Business Days.
4. Account changes made by phone or email should be processed within two (2) Business Day with the exception of:
    a. devices that are out of stock or otherwise unavailable;
    b. account changes involving number portability;
    c. account changes with 1,000 lines of service or more should be made within three (3) Business Days.
5. Shipping and handling fees are the responsibility of the Contractor, except for emergency and/or expedited orders. During the ordering process, Customers have the ability to approve related expedite fees prior to shipment. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the Customer.

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6. The Contractor shall provide credit and/or replacement for freight-damaged or defective items and replace the items within two (2) Business Days after notification by the Customer. The Contractor shall provide expedited 24-hour delivery as requested by the Customer for new, replacement, and upgrade devices.
7. The Contractor may invoice the Customer an expedite charge.
8. The Contractor will be responsible for the credit and/or replacement of any freight-damaged or defective products at time of delivery. The Contractor shall not require the Customer to deal directly with the manufacturer. Within five (5) Business Days of a Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for the item's return.
9. The Contractor must accept returns of items shipped in error and credit the Customer for the full amount. Within five (5) Business Days of the Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for returning the item. Delivery of correct items will be at no cost to the Customer.
10. The Contractor shall not impose any restocking fee under any circumstance.
11. Device provisioning errors must be corrected by the Contractor.
12. The Contractor shall not provide salvaged, distressed, outdated, or discontinued merchandise.
13. The Contractor shall obtain and pass through to the Customer any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

Verizon's Devices

Verizon works with manufacturers to update devices software/firmware for up to two (2) years after initial launch. Updates are typically made available via an over-the air update. Customers can contact their Account Manager/Customer Service for manufacturer-website links. Assistance with choosing service/equipment is provided by Customer's Account Manager. Any device on our network goes through extensive testing to ensure the device delivers reliable wireless service at peak performance levels. If a device does not perform to our standards, it will not be approved for use on Verizon's wireless network.
Equipment arrives preprogrammed, ready to activate. Customers receive email-notification if ordered equipment is unavailable. Customers can order equipment and make account changes in My Business online resource; changes are typically effective within 24-hours of submission; two (2) day shipping is provided free of charge upon receipt of order. Customer's Account Manager can coordinate rush/overnight delivery (charges may apply). Title and risk of loss pass to Customer and acceptance occurs upon receipt of equipment at address on the order. Verizon accepts returns/exchanges on all equipment purchased from us by government-liable end-users within thirty (30) days of purchase and credits the Customer for the full amount of the equipment; devices are shipped with receipt, return label, and container. No restocking fees. Verizon's technical support is available 24/7 to assist with provisioning.

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Verizon will provide new devices for the initial purchase. Replacement devices may be Certified Like-New. Customers receive manufacturer's equipment warranty.

3.22 Cooperation with Other Contractors

This subsection is applicable to both WVS and WDS.

The Contractor must fully cooperate with DMS, Customers, and other contractors providing telecommunications services to the State. The Contractor must not commit or permit any act which will interfere with the performance of work by any other Contractor or Customers.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the corporate commitment to interact and work collaboratively with other Contractors and subcontractors, creating a team of SUNCOM service providers.

Cooperation with Other Contractors

Verizon has worked closely with DMS and its contractor since 2004. Specifically with current and previous MFN contractors in establishing the current Network to Network Interface. Given the numerous initiatives associated with the State of Florida's Digital Transformation we fully expect to and welcome working with DMS and its contractors.

Our standard communications solutions use applications, technologies and devices of many third parties. Most of these are provided under the terms and conditions of the corporate account agreement. However, certain features, applications, and devices described in this proposal may be provided by independent vendor(s) and may be subject to acceptance of their applicable terms and conditions. Verizon works with multiple vendors and third-party solution providers to present our customers with such applications and solutions, and we assume no responsibility for these third-party providers as our personnel or agents. For certain third-party solutions, you may elect to have charges presented on your Verizon bill for your convenience. Verizon will collaboratively with other Contractors and subcontractors (SUNCOM service providers) throughout the term of any resulting contract.

3.23 Customer Migration

This subsection is applicable to both WVS and WDS.

This subsection addresses the migration to services under this Contract. **Attachment C, SLA-B10.**

The Contractor shall:

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1. Provide all reporting activities listed in SOW subsection3.26.5, Project Management – Implementation Plan and Customer Specific Migration Plans.
2. Assist as necessary to migrate existing MCS Customers to this Contract.
3. Not charge any non-recurring charges as part of the migration.
4. Not charge for service activations and SIM cards.
5. Provide end-users with the option to maintain their existing cellular device(s) and/or phone number(s) at no charge provided that the existing device can be unlocked and is compatible with Contractor's network.
6. Coordinate and communicate with DMS and Customers throughout all aspects of the migration.
7. Complete the migration for State Agencies in one-hundred and twenty (120) calendar days. Complete the migration for OEUs in one-hundred and eighty (180) calendar days.
    a. Migration commences with DMS acceptance of the Services Infrastructure Checklist and ends when all current MCS Customers are identified as either migrated or no longer receiving services from the Contractor.
    b. Migration does not include new Customers (non-current MCS Customers), Customers changing their services after migration, or non-State agencies that opt to purchase under a different contract.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

Customer Migration

Verizon will work with DMS to migrate services with as little interruption or degradation as possible. For existing Verizon wireless subscribers, there should be no interruption of services upon conversion. If porting from another carrier, there may be a brief lapse of service while the conversion is taking place.

The implementation process comprises several phases. Your organization may be assigned a dedicated Implementation Manager who will serve as a project manager and assist you in the development of a customized implementation plan based on your specific requirements to transition your employees to Verizon wireless service. The Implementation Manager will also coordinate with other Verizon teams so the plan is executed in a timely manner.

Throughout implementation, you will be provided with status updates to keep the process running smoothly and accurately. Implementation will typically take 90 days. Complex requests or specialized elements within your corporate contract may extend the timeframe. The following are some of the more critical steps that are generally included in our current implementation process:

- The implementation team is assigned and meets internally to review your requirements
- The implementation team coordinates a formal implementation kick-off conference call to introduce members to you

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- The Implementation Manager and/or team meets with your organization to develop a comprehensive account management program by customizing processes and procedures to meet activation, equipment fulfillment and your ongoing support requirements. This program may include an online billing, ordering, and analysis tool, among other account management functions
- If you will be using a self-service portal, a Web-based demonstration may be conducted
- You will provide a list of all the confirmed mobile numbers eligible to participate in the new Verizon wireless corporate pricing program
- Migration, including numbers to be ported from other carriers, commences
- To facilitate migration of your employees who already have wireless lines with us, we will query our billing systems to identify those lines based on Federal Tax ID numbers, Dun & Bradstreet numbers, and internal coding
- The Implementation Manager will create or identify coding; and an account profile for your organization will be created
- Account documents will be distributed and reviewed to include processes and procedures specific to you and your account
- Employee program materials are created and marketing for the employee program begins (if applicable)

3.24 Transition for Future Iterations of this Service

This subsection is applicable to both WVS and WDS.

This subsection defines requirements associated with the end of the Contract to transition to the replacement contract for future iterations of these services or similar services.

The Contractor shall provide transition duties until all Customer services have been transitioned, migrated, or discontinued and the Contractor has billed Customers their final invoices and resolved all disputed charges.

The Contractor shall develop and implement a transition plan and perform all tasks identified in the plan in a timely manner to mitigate service disruptions (see subsection 3.23).

The Contractor shall participate in meetings with the State, Customers, and other service provider(s) as reasonably required by the State in planning for the transition.

There shall be no additional cost to DMS or Customers for transition activities.

The Contractor shall timely and consistently coordinate and communicate with DMS and Customers, and other service providers, throughout all phases of the transition to ensure an orderly and efficient transition of services to any replacement contract.

The Contractor will be required to perform end-of-service transition activities, which may take place at any time during the Contract term, and end-of-Contract transition services prior to the expiration or termination of the Contract. The full transition of existing services to replacement

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services and contracts is hereby explicitly made a criterion for completing the Contract Transition Plan.

Upon request by DMS, the Contractor will be required to submit a transition plan for services within sixty (60) days with sufficient detail for DMS's review and approval. DMS reserves the right to request modifications. The plan must include and describe in detail:

1. How the transition will be accomplished in the least disruptive way.
2. The Contractor's commitment to continue to provide services and Contract resources under the existing terms and conditions of the Contract during the transition, including any restrictions and/or limitations.
3. The Customer impact and the Contractor's commitment to minimizing any impact (e.g., business needs, complexity of service, services impacted by special programs, etc.).
4. Identification of tasks dependent upon the State's data or resources.
5. Identification of all Customers by service type and unique product identifier.
6. Plan for transparent transition of services to support the continued billing, collection, and remittance of cost recovery rate for services.
7. Use of industry-accepted project management methodology throughout the transition process.

Overlapping services may be required when transitioning from one large infrastructure to another, and transition may take multiple years to complete. DMS will not be obligated to maintain Contract services for any set number of users or locations during the transition.

The Contractor is required to work with DMS, Customers, and any other DMS contractor as expeditiously as possible in order to transition.

The Contractor agrees to:

1. Cooperate with all entities to ensure an orderly and efficient transition of services. These efforts include taking all necessary steps, measures, and controls to ensure minimal disruption of services during the transition.
2. Maintain staffing levels that are sufficient to handle a smooth, complete, and expedient transition.
3. Transfer all applicable knowledge, including, but not limited to, the devices, software, and third-party Contract services.
4. Provide all data related to the delivery of services, requested by DMS, that is not a tangible or intangible licensed product that existed before Contract work began. The Contractor shall bear the burden of proving existence before Contract work began, including, but not limited to, databases and other repositories of information (for example, operational, user, and administrative information).
5. Upon request, promptly deliver to DMS, whether or not previously made available, all up-to-date guides, manuals, and training materials including operational, user, administrative, and any other guides and procedures the Contractor follows. All documentation created for the purpose of supporting, operating, maintaining, upgrading, and enhancing services, including, but not limited to, design documents and device configurations for services,

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shall be promptly delivered to DMS upon request, whether or not previously made available.
6. Assist DMS and any other DMS contractor with the planning and installation of any services to facilitate business continuity.
7. Respond promptly and completely to all questions related to the transition.
8. Provide all services and functions necessary for a complete, smooth, and expedient transition.
9. Assist the Department with the installation of network-to-network connections to facilitate continuity for MCS sites. Network-to-network connections will be paid for by the Department.

At the time DMS initiates the transition plan, the Contractor shall provide the DMS Contract Manager a weekly Transition Status Report. The report shall include all impacted Customers. The format, content, and level of detail must be approved by DMS.

After each End-user service transition is completed and the transition status and the billing account status both achieve 100% completion on the Transition Status Report for two (2) consecutive weeks, the Contractor may delete the service line item from the next weekly Transition Status Report.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.25 Contractor Meetings with DMS

This subsection is applicable to both WVS and WDS.

This subsection includes requirements applicable to subsections 3.26.1 through to and including 3.26.4.

The Contractor is required to attend all meetings referenced in this section plus ad hoc meetings as DMS deems necessary. Meetings will be held either at the DMS offices in Tallahassee, Florida or virtually. DMS may, at its sole discretion, require the Account Manager and other Contractor's staff attend the meeting in person or allow remote attendance via a mutually agreed-upon conferencing service. For virtual meetings the Contractor will be responsible for providing the video conference call bridge.

For all meetings referenced herein, the Contractor is responsible for the business and administrative tasks associated with the meetings, including, but not limited to, creation of a meeting agenda developed in conjunction with DMS, preparing of any materials, meeting minutes, and other meeting planning efforts. SLA violations include, but are not limited to, inadequate participation of required staff and inadequate preparation. Meeting preparation must include background materials and reports.

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3.25.1 Weekly Conference Call

The Contractor shall initially participate in a weekly conference call with DMS to discuss and provide status updates on all open or unresolved issues in the escalation queue. It is the responsibility of the Contractor to coordinate and initiate the call at a time acceptable to the Department's staff. The call frequency is expected to be modified by DMS to monthly or quarterly during the initial Contract term, which is in DMS' sole discretion and dependent on implementation and migration.

3.25.2 Monthly Operational Meetings

The Contractor is required to hold monthly meetings with DMS to review and audit, at a minimum, customer support, escalations, security, and SLA reporting services. These meetings may include, but are not limited to, discussions of the network and all of its services, review of operational concerns, technical updates/changes, SLA Compliance Report, Escalation Activity Report, Direct-Billed Monthly Report, Direct-Billed Quarterly Report, security, policy, design, and administrative topics. While there will be discussions of current and future services, these meetings are not sales meetings. Agendas for these meetings will include operational and administrative items, including, but not limited to, review of operational concerns, reviewing and auditing phone tree accuracy, updates to the staff notification process, and any proposed operational changes.

3.25.3 Project Management Monthly Review Meetings

The Contractor is required to hold monthly meetings with DMS for project management during the Project Implementation Phase. **Attachment SLA-C1.** The Project Implementation Phase closes with DMS acceptance of a completed Services Infrastructure Checklist. The Contractor will set the agendas for these meetings, which will include, at a minimum, details of the previous period's achievements, the progress on upcoming and existing activities, changes, identified risks and recommendations to mitigate risk, forecasts, project progress, a list of discussion points, and action items with the associated responsible party and due date.

3.25.4 Project Implementation Phase – Project Kickoff Meeting

The Project Kickoff Meeting will take place during the Project Implementation Phase within thirty (30) days of Contract execution. **Attachment SLA-C2.** The agenda for this meeting will include, at a minimum, introductions, review of staffing roles, and review of project scope. The Contractor's Key Required Staff are required to attend the Project Kickoff Meeting.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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3.26 Project Management

This subsection is applicable to both WVS and WDS.

The Contractor must provide project management services in accordance with the DMS regulations set forth in Chapter 74-1, F.A.C., for Project Management.

All Project Management documents must be submitted as either a Microsoft Word 2016 (or higher) document or Adobe pdf. The Project Management Implementation Schedule shall be submitted as a Microsoft Project document. All project management documents will be submitted to the DMS Contract Manager.

The following subsections contain the minimum requirements for MCS Project Management:

3.26.1 Project Management - Project Management Plan and Disaster Recovery Plan

1. The Contractor shall create a Project Management Plan (see **Attachment C, SLA-D1**). The Project Management Plan must describe how the project is monitored, controlled, and executed. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

   The plan listed below is an additional component of the Project Management Plan. However, the plan listed below is a deliverable separate from the Project Management Plan and subject to final acceptance by DMS.

2. Disaster Recovery Plan. (See **Attachment C, SLA-D2**.) The Contractor must deliver a detailed Disaster Recovery Plan and associated plans that outline a disaster recovery methodology, backup procedures, recovery plan, restoration plan, rebuilding process, testing of the disaster recovery plan and record of plan changes. The plan will include the following, at minimum:
   1. Plan Objectives.
   2. Assumptions.
   3. Definition of Disaster.
   4. Recovery Teams.
   5. Team Responsibilities.
   6. Internal and External Communications.
   7. Federal, State, Local Roles and Responsibilities.
   8. Services Restoration.
   9. Support Timeline.

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3.26.2 Project Management - Implementation Phase

The Project Implementation Phase starts after DMS acceptance of the Project Management Plan and ends with DMS acceptance of a completed Services Infrastructure Checklist. The Project Status Report, described below, is a deliverable that must be submitted to, and accepted by, the DMS Project Manager.

1. Project Status Report. The Contractor shall create Project Status Reports. **Attachment C, SLA-D3**. The Contractor must provide bi-weekly Project Status Reports, which are due via email to the DMS Contract Manager each Thursday by 5:00 PM Eastern Time, and must include:
    a. Project schedule.
    b. A narrative description of significant project activities that have been conducted or are underway.
    c. The progress-to-date on project activities.
    d. An explanation of any tasks/activities that are behind-schedule and a plan to bring them current.
    e. Notification of issues or risks that have been encountered and their resolution or plan for future resolution.
    f. Upcoming deadlines.

3.26.3 Project Management - Guides

The Contractor shall create the following two (2) guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D4.**

1. WDS and WVS Operations Guides. The Contractor shall create and maintain one (1) WDS and WVS Operations Guides describing the operational relationship between the Contractor and DMS. The guides must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guides must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

2. WDS and WVS User Guides. The Contractor shall provide one (1) WDS and WVS User Guides that provide a set of instructions for the End-user. The User Guides must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

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3.26.4 Project Management - Closure

The Contractor shall create project closure documentation. (See **Attachment C, SLA-D5**.) The project closure documentation must include a lessons learned document, final schedule, and retrospective of the project.

3.26.5 Project Management - Implementation Plan and Customer Specific Migration Plans

1. Implementation Plan. The Contractor must submit a detailed Project Implementation Plan to the Contract Manager. (See **Attachment C, SLA-D6**.) The Implementation Plan must address all activities in the Project Implementation Phase, which starts after the acceptance of the Project Management Plan and ends with DMS acceptance of a completed Services Infrastructure Checklist.
    a. The Implementation Plan must outline an implementation, approach, activities, dependencies, and assumptions for key stakeholders to support a successful project implementation. The Implementation Plan shall include, at a minimum:
        i. Schedule of activities, including all Services Infrastructure Checklist Activities.
        ii. Resource allocation.
        iii. Implementation and migration preparation planning and impact analysis.
        iv. Network support.
        v. Operations Centers (operational and security).
        vi. Day-to-day operational support services.
        vii. Training – cross reference training section.
    b. The Contractor shall provide weekly reporting regarding migration. **Attachment C, SLA-D7**. The reporting, which shall exclude any information regarded as Customer Proprietary Network Information (CPNI), should detail the number of current MCS End-users per agency/entity, the progress of migration, and note any End-users that have notified the Contractor they will no longer be using its service. This report shall include details on the Contractor's communication with current MCS Customers regarding notification of this Contract and required Customer actions. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Services Infrastructure Checklist and ending when all current MCS End-users are identified as either migrated or no longer receiving services from the Contractor or for non-State agencies having selected another contract vehicle.. The format, content, and level of detail must be approved by DMS.

2. Individual Customer-Specific Migration Plans. If requested by DMS, the Contractor must submit these plans in accordance with the requirements in this section to DMS and the Customer. **Attachment C, SLA-D8**. The Contractor will be responsible for creating

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Individual Customer-Specific Migration Plans as a Customer migrates to MCS, which shall exclude any information regarded as CPNI. Additionally, a migration plan may be required if a Customer undertakes a significant or complex change in how it operates under MCS. These plans will vary based on the proposed service and the complexity of the service migration, but must include, at a minimum:

i. Schedule of activities, which is consistent with the Project Implementation Phase schedule.
ii. Resource allocation.
iii. Migration and preparation planning.
    1. Impact analysis.
    2. Stakeholder communications plan.
iv. Migration management.
v. Training – cross reference training section.

Given the statements in subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

Project Management - Implementation Plan and Customer Specific Migration Plans

Given Verizon's incumbent role we will work with DMS to assess projects related to the MCS ITN that have already been implemented, tested and functional. Based on those assessments Verizon will develop a project plan following the methodology listed below.

The implementation process comprises several phases. Upon contract execution, DMS will be assigned a dedicated Implementation Manager who will serve as a project manager and assist you in the development of a customized Implementation Plan based on your specific requirements. The Implementation Plan with six (6) weeks after Contract execution. Failure to meet this objective will not result in penalties of any kind. The Implementation Manager will also coordinate with other Verizon teams so the plan is executed in a timely manner.

Throughout implementation, you will be provided with status updates to keep the process running smoothly and accurately. Implementation will typically take 90 days. Complex requests or specialized elements within your corporate contract may extend the timeframe.

The following are some of the more critical steps that are generally included in our current implementation process:

- The implementation team is assigned and meets internally to review your requirements
- The implementation team coordinates a formal implementation kick-off conference call to introduce members to you
- The Implementation Manager and/or team meets with your organization to develop a comprehensive account management program by customizing processes and procedures to meet activation, equipment fulfillment and your ongoing support requirements. This program may include an online billing, ordering, and analysis tool, among other account management functions

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- If you will be using a self-service portal, a Web-based demonstration may be conducted
- You will provide a list of all the confirmed mobile numbers eligible to participate in the new Verizon wireless corporate pricing program
- Migration, including numbers to be ported from other carriers, commences
- To facilitate migration of your employees who already have wireless lines with us, we will query our billing systems to identify those lines based on Federal Tax ID numbers, Dun & Bradstreet numbers, and internal coding
- The Implementation Manager will create or identify coding; and an account profile for your organization will be created
- Account documents will be distributed and reviewed to include processes and procedures specific to you and your account
- Employee program materials are created and marketing for the employee program begins (if applicable)

3.27 Project Management - Services Infrastructure Checklist

This subsection is applicable to all Contractors.

The Contractor must complete the Services Infrastructure Checklist provided below in accordance with this subsection and submit the checklist to the DMS Contract Manager and DMS Product Manager. **Attachment C, SLA-D9.** The Contractor will be required to complete a series of readiness activities before DMS accepts services, systems, and processes as ready for production. The Project Implementation Phase will close only when all items on the Services Infrastructure Checklist are complete and accepted by DMS in writing. Upon request, the Contractor will be required to provide DMS any documentation necessary to demonstrate Contractor's compliance with the Services Infrastructure Checklist prior to DMS written approval of the Final Services Infrastructure Checklist. The Contractor shall not deliver any services to Customers until the Project Implementation Phase is closed. The Contractor may engage with Customers for planning purposes before the close of the Project Implementation Phase.

All requirements on the Services Infrastructure Checklist must be fulfilled in accordance with the Contract including, but not limited to, the SOW. Additional requirements may be added to the Services Infrastructure Checklist at the discretion of DMS.

DMS must approve in writing all items listed in the Services Infrastructure Checklist before the Contractor is permitted to charge for any service or device to Customers. The timeline for the Contractor's completion of the Services Infrastructure Checklist will be approved in writing by the DMS Project Manager during development of the project Implementation Plan. Any changes to the Services Infrastructure Checklist, including requirements and timeline, must be approved in writing by the DMS Project Manager, in DMS' sole discretion.

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Infrastructure Checklist	
Section Reference	**Requirement**
SOW Section 2	
2.1 - 2.6	All required key staff positions have been filled with individuals who possess the required minimum qualifications, and the final Staffing Organizational Chart has been approved by DMS.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.
3.20	The Contractor's portal is operational.
3.21	The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.
3.26.1 (2)	The Contractor has provided an acceptable Project Management Plan.
3.26.1 (7)	The Contractor has provided an acceptable Disaster Recovery Plan.
3.26.3 (1)	The Contractor has provided the WDS and WVS Operations Guides
3.26.3(2)	The Contractor has provided the WDS and WVS User Guides

3.26.5(1)	The Contractor has provided the Implementation Plan.
SOW Section 4	
4	Public safety services are ready for production.
SOW Section 5	
5.4	The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.
5.7	The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.
5.9	The Contractor has demonstrated the ability to maintain a corresponding inventory.
5.10	The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.
5.11	The Contractor has demonstrated the ability to provide a detailed invoice substantiation file and do so in a mutually agreed upon secured delivery method.
SOW Section 6	
6	The Contractor has demonstrated the MFMP catalogs are ready, and the Contractor is ready to accept orders through MFMP.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

4. Public Safety Service Plans and Devices

The requirements of this Section 4 are only applicable if the Contractor is providing public safety services, as identified in the Contractor's BAFO. If applicable, must adhere to all minimum requirements of this SOW, including those of this subsection.

4.1 Deployable Technologies

The Contractor must have mobile communication units that are deployable technologies. Generally, the Contractor will deploy these mobile communication units during emergency situations to the affected area. The Contractor will install these units during emergencies and may use existing satellite, microwave, or radio systems for backhaul. The Contractor must have a

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robust regionalized deployable strategy, ensuring that deployable network equipment is available and fully operational, with the required backhaul and/or networking capabilities, throughout the State. The Contractor must coordinate and cooperate with DMS, and any federal, State, or local emergency management agency in providing for emergency communications services, including the Department of Emergency Management, and all other entities that are part of the ESF-2 function.

These deployable technologies are generally characterized as the following:

1. Cell on Wheels: a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
2. Cell on Light Truck: A cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
3. System on Wheels: a full base station and controller on a trailer/truck/big rig/etc. This is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no internet connectivity.
4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400' above ground level), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area coverage. Similar waterborne vehicles include remotely operated vehicle and unmanned underwater vehicle.
5. Other systems: Includes, but is not limited to, vehicular network systems and man-packs.

Verizon's Deployable Technologies
We own a fleet of portable emergency equipment that can be regionally deployed quickly to keep customers connected or restore damaged connections as soon as possible. We tactically place network-deployable equipment throughout the country, so we're ready if primary connections get shut down.

We maintain **Cell on Wheels** (COWs), **Cell on Light Trucks** (COLTs) and **Generator on a Trailer** (GOATs[1]) that can be deployed to improve wireless coverage at large gatherings and special events. They are also utilized to quickly improve coverage and capacity when natural disasters or other unplanned events interrupt wireless service.

We also deploy **Wireless Emergency Communication Centers** (WECCs) into disaster zones, providing a safe place where impacted members of the community can charge their phones, make a free call, or access the Internet.
We have over 530 portable assets located across the country that enable our teams to enhance or restore network coverage and capacity in emergencies, and we maintain a fleet of over 800 portable generators nationwide. There are many types of assets and innovative solutions, such as:

[1]**GOATs** are mobile electrical generators, often attached to trailers or trucks, deployed to provide electrical power. GOATs can be used to power network services or emergency operations in the aftermath of disasters (e.g., tornados or hurricanes) that compromise the existing infrastructure.

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- Repeater-on-a-Trailer (RAT)
- Tower-on-Wheels (TOW)
- HVAC on Roadside Equipment (HORSE)
- Repeater on a Trailer (RAT)
- Pico cell on a Trailer (SPOT)
- High altitude wireless kennewhat aka tethered drone (HAWK)
- Cell Repeater on Wheels (CROW)

We also continue to design and deploy innovative portable solutions that provide our personnel, first responders, and our customers with options that extend wireless coverage into areas of need. Many of these solutions leverage technologies ranging from lightweight suitcase-sized cell sites, to trailer-based solutions, and drone assets.

The **Verizon Response Team (VRT)** is a nationwide program sponsored and managed by the National Government Sales & Operations team. When a natural disaster, crisis, or planned event occurs VRT responds to government and non-profit organizations and emergency management agencies that need our assistance. VRT provides the following support in the event of a crisis:

- Deployment of COW/COLT/crisis response vehicle
- Back-up phone coverage
- Equipment/Network support
- Assistance with search and rescue initiatives
- A live support line to request help 24/7
- Best-in-class customer support
- Routing of requests to the Verizon Security Assistance Team
- One phone number (800-981-9558) to call in a crisis situation.

This process links together management of crisis situations in one location for the entire Verizon wireless community. VRT aligns network, operations, legal and sales – allowing us to react quickly to a crisis situation. The benefits to our customers and to emergency management agencies are tremendous.

On the VRT Team, Verizon has assigned a dedicated Crisis Response Manager to the State of Florida. The State's Crisis Response Manager is listed as part of Verizon's escalation path for public safety network events and works with the State's account team to coordinate support, drills, and ongoing customer training as needed.

As part of our robust regional deployable strategy, Verizon performs Emergency Operations Center ("EOC") drills each year prior to hurricane season with refreshers as needed. We have staff at key Verizon EOC locations within the state who regularly maintain, fuel, and test Verizon's deployable assets to ensure that Verizon is ready to provide emergency support within the State of Florida at a moment's notice.

Verizon stands ready to help keep DMS and public safety agencies connected even in remote areas where voice and data network infrastructure is unavailable, or in disaster scenarios where networks could fail. Verizon will continue to coordinate and cooperate with DMS, and any federal, State, or local emergency management agency in providing for emergency communications services, including the Department of Emergency Management, and all other entities that are part of the ESF-2 function.

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4.2 Local Control

The Contractor should provide priority and preemption to public safety entities during times of emergency. The priority and preemption will be determined and invoked by the public safety entities through a local control portal. The local control portal shall allow the Customer to enact and deactivate priority and preemption, which shall be controlled by authorized Customers.

The Contractor's public safety service plans and devices must not be throttled during an emergency.

Verizon's Approach to Local Control
For Verizon's qualified public safety users subscribing to Verizon's Public Safety Price Plans, priority and preemption is always on. Verizon provides priority and preemption to public safety entities during times of emergency as described below:

Responder Private Core
Responder Private Core is a dedicated network core that Verizon uses to enable certain other products such as Mission Critical Push to Talk and Private Network Traffic Management for traffic segmentation capabilities to support improved security, enhanced service management and control. It is connected to Verizon's Radio Access Network (RAN), which utilizes spectrum in various bands including 700 MHz, 800 MHz Cellular, 1.9 GHz PCS and 1.7/2.1 GHz Advanced Wireless Services (AWS) bands. Responder Private Core separates data traffic of public safety mobile users from commercial users across Verizon's 4G LTE network; however, it is not available on Verizon's 5G Nationwide and 5G Ultra Wideband networks. Public safety users will have their data immediately recognized as public safety with enhanced reliability through the network. Responder Private Core leverages leading edge networking technology to provide security, flexibility and reliability.

Mobile Broadband Priority
Mobile Broadband Priority provides public safety users priority service for data and voice transmissions. During times of heavy commercial network congestion, Mobile Broadband Priority users will receive priority over commercial users. Mobile Broadband Priority enables priority service for public safety officials using applications on smartphones or tablets, transmitting data from first responder vehicles or video from surveillance cameras. Mobile Broadband Priority is available at no additional charge to qualified public safety customers on the 4G LTE Network only. Mobile Broadband Priority access to the 5G Network is not currently available.

Preemption
Preemption provides prioritized access to network resources during times of network congestion. Verizon automatically reallocates network resources from commercial data/Internet users to first responders in the unlikely event network resources become congested. As part of the network access and registration process, first responders and public safety personnel are identified and given preemption designation. This helps to determine which users will receive allocated resources with preemption. Preemption is offered at no additional charge for qualified public safety customers on the 4G LTE Network only. Preemption is currently not available to the 5G Network.

Customers can use **Traffic Management** , a feature of **Private Network** service that transports a multitude of data applications, including Voice over IP (VoIP), video and best effort applications. When there is contention for network resources, mission critical applications (i.e., VoIP) are competing with best effort applications (i.e., email) for network resources, so customers' mission

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critical applications may experience performance degradation (e.g., difficulty accessing Verizon's LTE network resources, variable download/upload speeds, etc.).

Traffic Management is a Private Network feature, available only for Verizon's 4G LTE devices, that provides customers a premium and differentiated network experience. Private Network Traffic Management enables application differentiation and QoS over the LTE Private Network using standards-based IP packet marking. Benefits include:

- Allows customers to prioritize business critical applications over best effort
- applications during congested / non-congested environments.
- Delivers more predictable application performance for subscribers using business
- critical applications during network congestion.
- Extends Wireline QoS policies over the LTE Private Network.
- Delivers end to end QoS when combined with Verizon's Private IP network solution.
- Provides access priority during network heavy utilization for eligible Public Safety accounts.

Private Network Traffic Management can be added to a LTE Private Network device for a monthly charge and is available on configurations using Verizon Private IP; Dedicated Physical Connection; and Zero Tunnel connectivity.

Private Network Traffic Management offers both Enhanced and Premium subscription options.

- **Enhanced:** Allows mapping of critical applications up to a maximum of 2.0 Mbps Mission Critical Class of Service (CoS), with the remaining best effort applications mapped into the Best Effort CoS utilizing the remaining available LTE bandwidth. Mission Critical traffic may not exceed 2 Mbps.
- **Premium:** Allows mapping of critical applications up to a maximum of 12 Mbps Mission Critical CoS, with the remaining best effort applications mapped into the Best Effort CoS utilizing the remaining available LTE bandwidth. Mission Critical traffic may not exceed 12 Mbps.

Verizon's public safety plans are not throttled during an emergency. Verizon welcomes a deeper discussion to understand how this technology may meet your public safety data needs.

4.3 Local control portal

In addition to the requirements of subsection 3.20 Contractor's MCS Portal, the Contractor should provide a public safety portal (dashboard). The information held in this dashboard, or within the Contractor's MCS Portal, shall include, but is not limited to, the status of the Statewide network and alerts on outages. All features and functionality shall be available to DMS in real-time at all times. The number of DMS dashboard users shall be determined by DMS, and each user shall have a unique log-in and password.

Non-mission critical public safety service plans shall provide the status of the Statewide network and alerts on outages through an alternative means.

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Local Network Command and Network Reporting

Verizon's **Local Network Command** allows designated public safety entities/Incident Commanders, to view the network operational status in an incident area and respond in real-time, dynamically administering user groups and temporarily managing data traffic Quality of Service (QoS) on qualified Public Sector responder devices.

DMS would use its **My Business** online resource as a dashboard for all of their Verizon services and products - including public safety services and products.

All Customers can enroll their authorized contacts in Verizon's **Network Event Notification ("NEN") Program** . Verizon's NEN Program is a courtesy service that provides notice to Customers about planned and unplanned network maintenance, including ongoing updates and issue resolution for affected services. Network event notifications are issued via email and the same information is maintained online through a self-serve NEN portal for up to four weeks. Customers may choose to receive notices on unplanned and/or planned events.

Events That May Trigger Notification and Notification Process
Network event notifications will issue to your organization's identified contacts, providing information about planned and unplanned maintenance events that may impact your service with us.

A planned network event is sent to your identified contact up to two weeks before any planned network maintenance.

An unplanned network event is sent when we receive confirmation there has been an unplanned disruption of service on the network. Events that may trigger automatic notification include a service condition that is significantly below our normal service operational thresholds. Because the service outage notification is sent when our systems identify a possible outage, your identified contact may receive the notification regardless of whether or not your end users are affected.

There are four types of unplanned network event notifications:

- Initial: Sent when the disruption is confirmed
- Update: Sent every half hour until the service is restored
- Restored: Sent when the issue is resolved and service is restored
- Informational: Sent when it has been determined that a brief service disruption occurred on the network, but was resolved before an alert was issued

If you receive a notification, there is no need to take any action. Our network engineers will be working to resolve the issue and you will receive an update when it is resolved. Both planned and unplanned event notifications will include the following information:

- Start Date
- Start Time
- Severity Level [(High or Low for Planned), (High for Unplanned)]
- Affected Service (e.g., 4G LTE, Enterprise Messaging)
- Affected Location: (e.g., Tampa, Florida)
- Affected Counties: (e.g., Broward, Miami-Dade, Palm Beach, Brevard, Polk, Pinellas,
- Osceola, Hillsborough)
- Tracking Number: (e.g., 123456)

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Self-Service Portal
The self-service NEN portal includes the same network event information as is contained in the notification emails. The information is presented in user-friendly views with data maintained for up to four weeks.

You can access the NEN portal directly through Verizon's My Business online resource or via a direct website link that can be provided upon enrollment.

Enrollment by Services
Event enrollment is available for covered services, which are continually being updated. Notifications issue when the selected service is operating below normal thresholds. NEN services may include 4G LTE, 5G Services (Network), Amazon Web Services (AWS) – Multi-Edge Compute, Call Processing, Enterprise Messaging, HD Voice, Internet of Things (IoT), Push To Talk Plus, Verizon Wireless Private Network and others.

To avoid being overwhelmed with unnecessary notifications, Customers should only sign up for notifications that are relevant to the solutions the Customer has deployed. The Network Notification Program is offered as a courtesy only. In no event shall the failure to provide outage notifications subject Verizon to penalties or damages of any kind. Verizon reserves the right to modify or discontinue outage notifications at any time.

4.4 Public Safety Standards

Mission Critical public safety service plans and devices shall be in compliance with the relevant 3rd Generation Partnership Project Technical Specifications and the National Public Safety Telecommunications Council (NPSTC) standards for a mission critical service .

The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks.

Should the Contractor offer plans marketed towards the public safety community that are not in compliance with the relevant 3rd Generation Partnership Project Technical Specification or do not meet the necessary criteria to be deemed "Mission Critical," as defined by the National Public Safety Telecommunications Council (NPSTC), the Contractor's EUPL must clearly state, at the beginning of the plan description, "THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD." Failure to include this statement where applicable will result in the EUPL not being accepted by DMS.

Verizon Response

Clarification. The basis of Verizon's Responder Private Core is Verizon's Long Term Evolution (LTE) wireless network. LTE is a technology based on 3GPP standards. It supports advanced application usage and high-speed data services.

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Established cellular industry and performance standards serve as the foundation for our engineering, design, operation and quality assurance programs. Verizon has created enterprise-wide policies that conform to the International Organization for Standardization (ISO) 27002.2005 and National Institute of Standards and Technology (NIST) standards for the protection of customer and employee information. These policies cover security issues, such as account management, password standards, server configuration and a wide range of security topics.

Many of the equipment manufacturers that we utilize are certified through ISO.

4.5 Demonstration Devices

DMS Demonstration Devices. Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide up to ten (10) wireless demonstration public safety devices (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of thirty (30) Business Days. Any demonstration agreements, equipment, forms, and processes shall be provided, managed, and maintained by the Contractor, subject to the approval of DMS.

Customer Demonstration Devices. The number of demonstration public safety devices the Contractor elects to provide to Customers is at the discretion of the Contractor. The Contractor will coordinate directly with any other Customer regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

Demo Devices

Currently, Verizon offers a program that enables new and existing customers to demo/trial various devices and services at no charge to the customer. The customer may trial up to three devices at a time.

Verizon will make demonstration equipment available to DMS for sixty (60) business days; and will make demonstration equipment available to Customers purchasing from the resulting agreement for thirty (30) days. With approval from our B2B Demo Support Team, time-periods may be extended and the number of devices available for demo may be increased. The B2B Demo Support Team may also approve trialing devices and services outside of the U.S.

4.6 Public Safety Customer Support

The Contractor must provide a dedicated help desk number for support of its public safety service plans and devices.

The Contractor must develop and abide by an escalation procedure specific to public safety real-time network issues and public safety End-user issues. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's public safety escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved user issues or real-time network issues that have been outstanding for more than ten (10) Business Days.

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The Contractor should limit access to the public safety plans to only Customers that are Public Service Entities or as recognized by the First Responder Network Authority.

The Contractor should limit access to the Mission Critical public safety plans to only Customers that are Public Safety Entities. At a minimum, Public Safety Entities should include the following Customers, as categorized by the North American Industrial Classification System (NAICS) codes:

- 621910 Ambulance Service
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection (except private)
- 922190 Other Justice, Public Order and Safety Activities
- 928110 National Security
- 921190 Other General Government Support
- 921110 Executive Offices
- 921150 American Indian/Alaska Native Tribal Governments
- 922190 Other Justice, Public Order and Safety Activities

Should the Contractor offer non-mission critical public safety service plans, the Contractor's EUPL must clearly state the eligible NAICS codes in the plan descriptions.

Verizon's Public Safety Customer Support
Residing within Verizon's Business and Government Customer Operations (BGCO) Technical Solution Center is a group of technical experts who provide **Wireless Enterprise Help Desk (WEHD)** support to Verizon's public safety customers. This U.S.-based helpdesk-to-help desk support team is available 24/7/365.

Customers will be provided with the WEHD support contact number if you subscribe to one of the advanced product types it supports, such as Public Safety Plans, Private Network, Enterprise Messaging, or an Internet of Things (IoT) solution [Intelligent Video, Asset Management, etc.]. Upon contact, one of our technical experts will conduct troubleshooting and recommend specific actions to help you achieve issue resolution. If the issue is related to Verizon's wireless network, then the BGCO will escalate and engage the appropriate network support teams.

Please note: The WEHD service should only be used for troubleshooting of government liable devices related to the advanced product or solutions that are supported by this group of technical experts. Issues with devices on employees' personal accounts or non WEHD-supported issues should be handled by calling our regular customer service number, 800-922-0204, and selecting the appropriate support option in the IVR.

Public Safety Escalation Procedure
Your first point of contact for trouble with your public safety services is our WEHD located within Verizon's Business and Government Customer Operations (BGCO) organization. Members of our WEHD teams can conduct device and network troubleshooting. Concerns related to quality of service, such as the

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inability to make or receive calls, will be assigned the highest priority and receive prompt attention. A staff supervisor is available during the BGCO team's hours of operation.

In the event BGCO representatives cannot resolve a situation and escalation becomes necessary, the following account team members may be contacted.

Contact	Name	Phone Number/Email Address
Client Partner - Government	Tom Madden	850-294-5171 tom.madden@verizonwireless.com
Verizon Crisis Response Manager - Florida[2] 2	Jos Bowmaster	800-981-9558 (VRT Hotline) 603-953-5023 (m) joseph.bowmaster@verizon.com

If the escalated situation is not effectively resolved or the process of resolution is not effectively initiated within 24 hours of the request, we suggest contacting the staff management level.

Contact	Name	Phone Number/Email Address
Managing Partner - Government Sales South Florida	Beth Bailey	786-360-9408 beth.bailey@verizonwireless.com
Managing Partner - Government Sales North/Central Florida	Colin Denney	904-718-9797 colin.denney@verizonwireless.com

A highly sensitive situation that requires further escalation may require director level involvement. In those rare situations, we suggest you request a call back from the individuals below in the order in which they are listed.

Contact	Name	Phone Number/Email Address
Director - Government Sales	Kim Mirabella	813-326-0929 kim.mirabella@@verizon.com

Complex situations may require research and may take longer to resolve. In these situations, we will research, resolve the issue and report back to the employee or authorized contact when the issue is resolved.

Verizon limits access to Public Safety Plans to customers who have a qualifying North American Industry Classification System ("NAICS) code; eligible public safety NAICS codes are described in further detail under Question 9, *Eligible Users* .

4.7 Public Safety Reporting

The Contractor shall timely provide a monthly Public Safety Service Plans and Devices Report to the Department's Contract Manager. **Attachment C, SLA-E1**. The report shall contain public

[2] Customers may contact the State's Verizon Crisis Response Manager to immediately escalate network issues during emergencysituations.

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safety Customer agency, End-user usage, End-user devices, rate plans, and any other related information DMS requires. This report shall not include any information that is considered CPNI. The format, content, and level of detail must be approved by DMS.

Verizon's Public Safety Reporting
Acknowledged.

4.8 Public Safety Marketing

In addition to any other Customer webpages required by this SOW, the Contractor shall provide specific information on its MCS portal related to its public safety service plans and devices. This should include, at a minimum, information on ordering, devices, apps, service offerings, and accessories.

The Contractor shall provide the Department with a copy of all materials used by Contractor, and its subcontractors, to promote or advertise public safety specific service plans and devices to Florida's public safety user community. The Contractor will submit this information to the DMS Project Manager once per quarter, or as requested by DMS.

Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department.

Given the statements in subsection:

Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed in SOW, section 4, Public Safety Service Plans and Devices.

Verizon will work closely with the Department as required regarding the marketing and promotion of Verizon's public safety offerings, service plans, and devices.

Please review the responses below for further detail regarding our proposed offering for this subsection.

Describe the Respondent's proposed deployable technologies and how they will be utilized during an emergency or when requested by a public safety entity.

Verizon Response
See above response to Question 1 above which describes Verizon's *Deployable Technologies.*

Since the beginning, Verizon has worked closely with first responders, our customers, and our communities to provide support and wireless solutions when they are needed most – during an emergency/extreme weather conditions. With threats of hurricanes, tornadoes, wildfires and other natural disasters always a possibility, customers rely on us to keep them connected and productive, especially when the unexpected happens.

We provide support in a variety of ways, often lending wireless voice and data devices to first responders and emergency personnel. We built a Public Safety Private Core to support public safety, especially during times of high data traffic. In addition, when disaster strikes, we coordinate with first responders and can mobilize charging stations, special equipment, emergency vehicles and more to support local, state and federal agencies across the U.S.

Being crisis-ready is paramount to Verizon, and we are committed to supporting those who need us most when they need us most. During an emergency, first responders rely on wireless service more than ever to coordinate efforts in the face of fires, floods, snow and wind storms, earthquakes, tornados, or hurricanes.

We've assisted first responders and citizens during some of our nation's most destructive disasters. We loaned more than 6,000 devices during 9/11, more than 3,000 during Hurricane Katrina and more than 2,500 during Hurricane Sandy. During 2018, we supported disasters including Hurricanes Gordon, Florence, and Michael; Mendocino and Camp wildfires in California, a gas pipe explosion in Massachusetts, volcano eruption in Hawaii, earthquake in Alaska, and winter storm Diego across the Southeast, among others. In total, we supported 75 disasters in 2018, helping more than 120 different public safety agencies and non-profit organizations. Last year we lent more than 2,300 phones and tablets and more than 2,700 data devices (Jetpacks, routers, network extenders) to keep first responders connected and communities safe.

Below are recent examples of how deployables have been utilized during an emergency or when requested by a public safety entity in the State of Florida:

- During SBLIV in Miami, FL the Verizon Response Team provided the FDLE with a cradlepoint router to assist their JOC in their Super Bowl operations.
- During SBLIV in Miami, FL the Verizon Response Team provided the state governors of Missouri and California Security Teams with their communication operations during game day operations.
- In response to the COVID-19 national pandemic, Verizon partnered with the Florida Department of Veterans Affairs to provide smartphones, tablets, and eFEMTOs to each of the veterans' homes so that they could communicate virtually and safely with their families.
- In response to the COVID-19 national pandemic, Verizon partnered with Brooks Rehab and provided their COVID treatment facility with Push-to-Talk basic phones to communicate with inside of their facility.
- In cooperation with the Salvation Army, Camp Keystone in Keystone Heights was identified as the primary backup location for the state of Florida Emergency Operations Center and the Verizon Response Team installed network coverage throughout the primary usage areas of the camp to ensure that in the event of a disaster, communications could be established and maintained both inside and outside the camp.
- During SBLV in Tampa, FL the Verizon Response Team provided the Tampa Fire Department with Push to Talk smartphones that the Tampa Fire Marshals utilized for their communication needs.
- During Hurricane Sally, the Verizon Response Team drove through the encroaching outer bands

- of the storm to the Escambia County Emergency Operations Center to install an eFEMTO device
- inside the building to improve 4G network coverage inside the building at the request of the
- Emergency Management staff, leaving just before nightfall.
- After Hurricane Sally made Landfall, the Verizon Response Team provided charging stations and
- battery packs for the community and public safety, as well as free wifi and EOC ESF2 support to counties impacted by the storm throughout the Florida panhandle.

Verizon's mobile assets and deployables can generally be deployed within the following time frames, failure to meet these time frames shall not result in any penalty of any kind to Verizon:

- Satellite Connection - within 8-16 hours
- Asset without available on-site fiber interconnect - within 24-48 hours
- Asset with available on-site fiber interconnect - within 8-16 hours
- SPOT - within 4-8 hours
- Verizon Florida Statewide Assets - within 72 hours
- Southeastern Regional Assets - within 96 hours
- National Assets - within 120 hours

Describe how service plans and devices are not throttled during an emergency.

Verizon Response
Customers on "custom public safety rate plans" are not subject to data speed reductions ("throttling") within a given billing cycle. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

Lines of service that are conditioned with specific Public Safety features are provisioned with QoS Network Enhancements. These Network Enhancement attributes affect the treatment of data for first responders and public safety customers by providing higher data priority and packet treatment, resulting in better throughput speeds at times of congestion.

Describe the Respondent's planned network hardening approach, including issues caused by power, hardware failures, topography, weather, and man-made incidents.

Verizon Response
The **Verizon Business Continuity and Disaster Recovery** program is just one part of our overall philosophy to provide high quality services for our customers. Our nationwide wireless network is at the core of our business, and we have invested more than $159 billion since the company was formed – averaging over $7.95 billion every year – to increase coverage and capacity and to add new services. Our Business Continuity and Disaster Recovery (BC/DR) program team is responsible for minimizing the impact of a disruption to our customers, employees, infrastructure and business operations. We accomplish this objective by focusing on the following activities:

- Identify critical functions, infrastructure and risks;

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- Implement strategies to minimize the risk of a disruption;
- Develop Business Continuity and Disaster Recovery plans and Crisis Management Teams to
- recover operations in the event of a disruption;
- Maintain BC/DR plans, with updates completed at least annually;
- Test our plans, at least annually, to validate our response capabilities.

We continue to refine our response and recovery capabilities due to the increasing variety of services we provide and the ever-changing level of potential threats to these services.

The cross-functional Crisis Management Teams in place across our national footprint enhance coordination and response activities during crisis events. These teams provide a command-and-control structure that allows management to gather and report information about crisis events, for the teams to escalate decision-making as needed and to facilitate resource allocation.

BC/DR activities are visible across all major aspects of our company. We have developed numerous plans to recover critical functions. Business functions have implemented strategies and procedures that not only support routine operations, but also help the function continue to operate in the event of a disaster. Robust operational strategies are at the core of our ability to provide reliable and resilient services.

Our pro-active planning activities center on three of our major departments:

- Network Operations
- Information Technology
- Customer Service

Network Operations – Our wireless network is resilient by design
The Verizon Wireless network operations philosophy is driven by the desire to provide our customers with an extremely high level of service.

Verizon Wireless strives to deliver superior service based on our design philosophy, which includes redundancy on critical paths and components so that a potential failure of a network component does not significantly affect our customers. Our wireless services are provided through a large and sophisticated national network of 148 Mobile Switching Centers (MSCs) and Data Centers throughout our service areas. We will continue to invest in our network to support our customers.

The wireless voice and data switching networks are designed to provide continuous service to the customer. The communications between our internal switches and external networks such as the Public Switched Telephone Network (PSTN) and the Internet are also designed to reduce the possibility of interrupted communications. The use of battery and generator backup systems in critical locations also serves to minimize the risk of a disruption, if commercial power is lost.

Our design concept extends from our equipment and technology capabilities to our business procedures. These procedures include frequent and thorough preventive maintenance, real-time monitoring of all key system components, the 24/7/365 availability of trained maintenance personnel to repair or resolve critical failures should they arise, and wide deployment of these personnel and spare parts to permit rapid response and restoration of service.

Our most critical recovery assets are the thousands of highly-trained and experienced network technicians who have repeatedly proven their ability to respond, troubleshoot problems, and restore service to our customers during emergency situations.

Monitoring, maintenance and restoration of wireless services

Service protection and restoration strategies are an integral part of Verizon Wireless network management and operations.

We have two Wireless Network Management Centers (wNMCs), one located in New Jersey and another in Texas, that monitor all facilities, cell sites and switches across our nationwide network. These wNMCs are staffed 24/7/365 with experienced personnel who work closely with our regional field operations teams and with our vendors to coordinate and expedite the restoration of service in the event of outages. Each wNMC receives alarms or other indicators that help troubleshoot problems in the network, and that provide technicians with key information to analyze and maintain network integrity.

wNMC technicians work with the field operation managers, and personnel are dispatched to the affected site as needed. An inventory of standard spare parts and repair equipment is available to technicians in all of our central network locations. We also have standing agreements with our critical vendors to get 24/7 support from their engineering personnel and obtain replacement equipment if required.

Strategy for continued service to Mobile Switching Centers
MSCs are an important part of our national wireless network, and we continue to add them to our network as we grow. We have 148 MSCs strategically distributed across the country to meet the needs of our customers. Our teams monitor the loading of the switching and data systems to maintain an optimum capacity and service level. One goal of this is to reduce the impact of a disaster to any one MSC. Available capacity in neighboring MSCs could be utilized in the event of a serious disaster.

In addition to redundancy in the equipment and circuitry, each MSC is protected by automatic power backup systems, by automatic fire detection and suppression systems, and by physical security systems and alarms. MSC buildings have restricted access to prevent entry by unauthorized personnel. The building structure itself is designed to provide protection for the systems and services located inside.

In each MSC, network operations personnel routinely backup system data for the switch itself and the peripheral systems. Automated backup routines are supplemented with scheduled manual backup routines and off-site storage of critical data.

A disaster recovery plan has been developed for each MSC, which addresses the recovery of the systems, services and personnel. These plans are updated at least annually. Exercises are conducted at least annually to confirm that these plans can be implemented as expected and to continually increase the readiness of the network teams to respond to an actual disaster. These exercises focus on disasters that may impact us or our customers.

Strategy for continued service to cell sites
We have thousands of cell sites across our nationwide network to provide the desired level of customer service, both in terms of capacity and quality of service. Despite the large number of sites, the loss of a single cell site is still a serious situation. We take extra precautions to protect and keep cell sites operational.

Cell site operations are protected in many ways, including redundancy in the equipment, automatic power backup systems, automatic fire detection systems, and by physical security systems and alarms. Through arrangements with our vendors, any major components of a cell site, up to and including the building and tower, becomes an immediate priority restoration effort on the part of both Verizon Wireless and our vendors.

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Cell site equipment has sophisticated diagnostics that can instantly determine if a problem occurs at the site. These diagnostic alarms are transmitted to the MSC, which is monitored by regional field operations teams, and the wNMC. Cell sites are outfitted with backup batteries, and in most cases backup generators in case of commercial power loss.

We maintain and utilize portable cell sites referred to as Cells-on-Wheels (COWs) and Cell-on-Light-Trucks (COLTs), which are fully functional generator-powered cell sites that can replace or enhance network coverage and capacity in a given area. They can accommodate both voice and data services, and can be used for emergency situations. For example, they can be used to enhance communications between firefighters when they are fighting a fire in a remote wilderness area. These portable cell sites are strategically located throughout our network coverage areas and may be deployed to an area that is affected by a weather-related or other disaster.

Backup power strategy for the wireless network
Verizon Wireless purchases power from electric companies for the day-to-day power requirements of our network infrastructure. If commercial power is lost, we have implemented backup power systems for all of the critical equipment and infrastructure in our wireless network.

This is accomplished by installing large banks of backup batteries in our MSCs and Data Centers, and these are supported by permanent backup generators. We have arrangements with our fuel suppliers to refill our fuel tanks as needed, allowing our systems to operate until commercial power is restored.

The cell sites are also equipped with batteries, and most sites also have permanent generators which turn-on automatically if commercial power is lost. The company also owns a large supply of portable generators that can be deployed to provide emergency power during extended power outages to those cell sites without permanent generators.

Our MSC, Data Center, and cell site generators are tested regularly to ensure that they are functioning properly. Both the batteries and generators are regularly put through rigorous load tests to ensure that they can support the needs of the network in the event of a commercial power disruption.

Circuit diversity strategy for the wireless network
Our wireless network comprises numerous components that are connected using a mixture of fiber optic and high bandwidth telecommunication circuits. We support many of our critical network locations with diverse circuits, network technologies, and alternate local telecom carriers. The impact of a severed fiber optic cable or a faulty data circuit is minimized by this diversity in our telecommunications connectivity.

Information Technology – Disaster Recovery Planning
The Information Technology (IT) team for Verizon Wireless manages the technology that supports internal business functions. For example this technology helps internal users respond to customer needs, streamline internal and external communications, and automate many of our high volume activities. Many of these technologies are integral to our daily operations.

Our IT Disaster Recovery team focuses its efforts on mission critical applications and systems, many of which support customer transactions. System engineers for these applications and their supporting technologies emphasize redundancy, geographic diversity, and heightened security to safeguard these systems from an unexpected interruption or disaster.

Data Center Strategy
Mission critical applications are maintained in a secure data center environment. Our major data centers are protected by automatic fire detection and suppression systems, and by physical security systems and alarms. The data centers have strictly limited access to prevent entry by unauthorized

personnel. Only a small number of authorized employees are permitted to access these data centers, and the buildings are monitored by security guards and camera systems to provide a high level of protection to the systems and services located there.

All data centers are backed up by both battery and permanent generator systems which are designed to support the data center for extended timeframes in the event commercial power is disrupted. These systems are tested regularly to ensure that they will provide power when needed.

Data Backup Strategy
In each of the Data Centers that house mission critical applications, a significant amount of resources are put into our data back-up and restoration capabilities. Ensuring the availability and security of critical historic data is part of daily operations, and our back-up procedures include internal and off-site rotation of electronic files.

Recovery Plans and Tests
The IT Disaster Recovery team develops tests and maintains disaster recovery plans for mission critical applications in the data centers. Exercises are scheduled at least annually to confirm that the applications can be restored properly, that all interfaces are accessible, and timeframes are met. Surprise simulation drills are also conducted to enhance the preparedness of the recovery teams.

Customer Service – Answering the call for operational resilience
Providing industry leading customer service is an important way for us to understand our customer's expectations, assist with questions, and ensure satisfaction with the services we provide. We continue to invest in our ability to provide excellent customer service, whether the customer contacts us during routine operations or in the midst of a hurricane.

Our customer service operations are designed to be resilient. The contact centers are equipped to adapt to changes in customer call volumes, call types, or other circumstances so that they meet service quality targets. Customers are also provided with many different ways to interact with us. For example, customers can gather information about their accounts using our website and other self-service tools if these are most convenient for them.

Call routing between multiple locations
Our customer service team operates multiple contact centers located across the United States. Our teams can redirect calls between these locations to provide the best service possible and to optimize the skills of our personnel. This operational strategy is a valuable asset during times of crisis, since it helps minimize the customer impact from a disaster that may affect one location. For example, if one contact center needs to close due to a threatening major storm in the area, that center can redirect its calls to an alternate center in an unaffected part of the country. Our national operations infrastructure is a benefit for our customers since it limits the likelihood that any one event will cause a significant impact to our customer service operations.

Contact center infrastructure
We pay particular attention to the design of our contact centers, not only to make them a safe and enjoyable workplace for our employees, but also to minimize the risk of a disruption. These efforts include special security access to the building, including security guards, camera systems, and lighting systems. The communications equipment is maintained in a secure and environmentally controlled computer room, which is supported by both backup batteries and generator power.

Recovery Plans and Tests
Our customer care teams work closely to monitor service levels, and the need to redirect calls to an alternate contact center. We have documented many of these routing patterns in our recovery plans to

streamline our ability to activate the technology in the event of an interruption, and to send calls to the teams that are best equipped to help the customer.

Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address real-time public safety network problems and public safety Customer and End-user issues.

Verizon Response
Protecting the public and our nation takes deep commitment, endless preparation and tireless service. First responders need a network provider that understands the challenges they face and works as tirelessly as they do to help solve problems and create safer communities.

Verizon has been supporting first responders for over 28 years. We're committed to helping public safety organizations execute their missions safely.

As described above, our support teams are committed to helping keep your agency ready for whatever problems stand in your way, offering:

24/7 customer support
- Local account teams provide dedicated account and technical support built on long-standing customer relationships
- Special support teams are deployed specifically to serve the needs of large public safety agencies

Support before disaster strikes
- Preparation is the cornerstone of our commitment to first responders
- We never stop preparing our network and support teams to help your agency whenever you
- need us

Support after disaster strikes
- Our dedicated Verizon Response Team (VRT) helps keep first responders ready to protect their communities during disasters
- Our business continuity teams help restore the network to your community after a disaster
- In 2019, the VRT had 405 emergency deployments and loaned 5,318 devices to enable business continuity and disaster recovery
- In 2020, our VRT had over 2000 engagements, over 1200 deployments and we loaned over 5400 devices.; As of February 9, 2021, the VRT has had 83 deployments and loaned 607 devices to enable business continuity and disaster recovery.

Describe the corporate commitment to providing DMS the information it requires for notifications on significant public safety performance impacts.

Verizon Response
Responding to emergencies, disasters and incidents requires your best coordination and communication. The last thing you should be worrying about is your choice of network. You need to focus on your mission, not your connectivity. You need to know that your network will be reliable, today and tomorrow. As described above, Verizon's Network Event Notification Program provides DMC with timely notification of events that may impact public safety performance.

Describe the use of an escalation procedure related to real-time public safety network problems and public safety Customer and End-user issues.

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Verizon Response
As described above public safety Customers and End-users can contact Verizon's dedicated help-desk for troubleshooting real-time public safety network problems and other issues. Verizon is committed to ensuring Customers and End-users have a clear path of escalation and have provided points of contact who can review and escalate public safety issues.

Describe the Respondent's dedicated customer service, including helpdesk support and ongoing LTE training offered to public safety entities for the integration of LTE into State public safety communications.

Verizon Response
Verizon's dedicated customer service, including escalation path, and helpdesk support. Your Verizon account team can create a training program with your assistance and guidance. This training program could include on-site training at locations across the country, online training is also available by device/application on Verizon's website, and webinars as needed to ensure your employees are comfortable with their new devices and services.

On mutually agreed upon days and times, a Verizon account team member can be assigned to your organization's location for additional support and training of your Corporate Subscribers at no additional charge. If equipment is delivered by a Verizon representative, the account team member can review the basic features of the device, as well as any service features you may be receiving. Alternatively, if equipment is shipped to your organization, your employees always have the ability to contact their account team member in order to receive additional information on any features or services.

Your employees can learn about device hardware, software applications, email setup and Smartphone maintenance on their own schedule through our Online Learning Center sessions. There are recorded and/or live sessions available presented via Adobe Connect software In addition to an ongoing training program, Verizon's Account Team will keep DMS abreast of developments made possible through technological advancements as they become commercially available for the integration of LTE into State public safety communications.

Submit a defined list of eligible users that are public service entities, and describe how the Respondent will restrict access to their public safety service plans.

Verizon Response
Verizon identifies eligible public safety users by their NAICS Code. Eligible Public Safety NAICS Codes are listed below. Only entities that fall under these classification codes will be allowed to activate devices on a Verizon public safety plan or service. Verizon further separates these entities that qualify for public safety plans or services by placing these entities in a public safety root profile. Entities not in a public safety profile cannot activate public safety services without an approved exemption from the Verizon State and Local contracts team. In addition entities not in a public safety root profile will not have the ability to see public safety plans or services in our online portals.

Eligible Public Safety NAICS Codes

485111 Mixed Mode Transit Systems (Rail &Buses)	922190 Other Justice, Public Order, and Safety Activities

485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

Describe the Respondent's geographic coverage, both current coverage as of the time of Response, and also planned coverage during the term of the Contract. This should be accompanied by:

a. Detailed coverage maps

i. Provide detailed in-network voice, high speed (third generation -3G & fourth generation -4G, next generation such as 5G) and low speed (second generation -2G) data coverage maps for Florida (covered directly or through identified roaming agreements partnership).

Verizon Response
Our online Coverage Locator tool depicts our wireless coverage area on a national map and enables you to zoom into any local area by entering that area's ZIP Code or the city and state information. The maps rendered show approximations, based on our internal data, of where coverage for various services is available.

Our online domestic Coverage Locator tool can be accessed on Verizon's website.

A coverage map has been provided below for your review and consideration.

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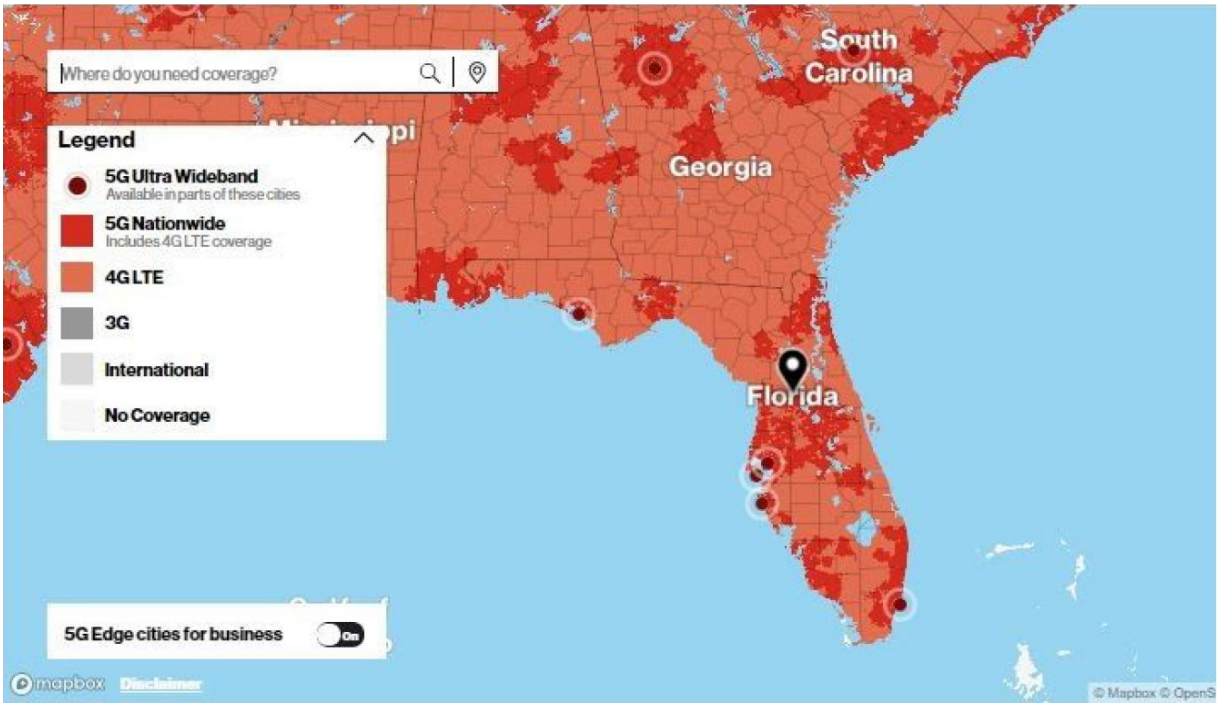

ii. Provide a service area coverage map for Push-to-Talk (PTT). In addition, PTT protocols in use are to be identified. If some areas of the State have newer, higher performance or more capable PTT, those areas should be identified. If multiple types of PTT are supported, identify the technology and areas covered.

Verizon Response
Verizon's PTT and Mission critical PTT solutions use Verizon's award winning 4G LTE network to deliver seamless communications between PTT Responder users and it is available everywhere Verizon 4G LTE coverage is available. A detailed coverage map has been provided as a response to the above requirement which reflects Verizon's coverage in the State of Florida.

Describe how Mission critical Push-to-Talk (PTT) devices and services shall meet the "mission critical" definition as defined by the National Public Safety Telecommunications Council (NPSTC), as described SOW section 4.8, " Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department."

Verizon Response
Verizon's Mission critical PTT solutions are based on the MCPTT 3rd Generation Partnership Project (3GPP) standards compliant application designed to support public safety users' communication

needs.[3] [3] It delivers Land Mobile Radio (LMR)-like functionality using Push to Talk services over LTE and new advanced functionality such as video and data services intended to enhance the experience and capability of public safety users to manage emergency situations beyond simple push-to-talk communications. Push to Talk Responder provides seamless communications between PTT Responder users and traditional public safety Land Mobile Radio ("LMR") networks via interoperability. By implementing a LMR Gateway as part of the overall Push to Talk Responder solution, mobile device users are able to communicate securely with devices on your agency's private LMR network.

Describe the Respondent's approach to ensuring quality of service, priority and preemption as indicated in the 3GPP standards; the level of priority given to public safety entities and the methodology behind administering the level of priority; and the Respondent's approach to ensuring public safety service plans and devices meet the public safety standards as described SOW section 4.4, "Public safety service plans and devices shall be in compliance with 3rd Generation Partnership Project Technical Specification 33.180. The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks."

Verizon Response
Verizon's public safety solutions are network integrated solutions with dedicated QoS Class Identifier (QCI) as required by the 3rd Generation Partnership Project (3GPP) standards to ensure voice and data are allocated the appropriate Quality of Service on the Verizon LTE network, combined with other advanced LTE network features such as Priority and Preemption, they provide priority on-demand communications to Public Safety users in times of network congestion.

Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users.

Preemption automatically activates to provide approved personnel uninterrupted access to the network

in those uncommon times when the network is fully utilized. 911 calls are never preempted.

Describe the local control portal, as described in SOW section 4.3.

Verizon Response
Verizon's **Local Network Command** is a tool that provides on-demand local control of pre-selected users' network quality of service on a temporary basis. Local Network Command provides qualified agencies the capability to pre-select users to be temporarily uplifted on-demand during an incident. Local Network Command users get a temporary uplift of their QoS for data service for the duration of the incident. This uplift increases the priority treatment of data sessions through the Verizon network. The tool also provides the location of those users uplifted in a map for the duration of the incident. Once an agency has been approved to get the service, the agency needs to pre-select the users that will be up-lifted at the time of an incident and create authorized users to access the Local Network

[3] Clarification. Established cellular industry and performance standards serve as the foundation for our engineering, design, operation and quality assurance programs. Verizon confirms that we are continually working to adhere and perform to 3GPP standards at all times.

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Command Portal to be designated as Incident Commanders. Incident Commanders are authorized users that have access to the Local Network Command tool and have the capability to create and close incidents on the Local Network Command portal.

In order to up-lift end-users service at the time of the incident, the incident commander must create an incident using the Local Network Command (LNC) tool and select the LNC enabled lines that will be up-lifted. Incident Commanders can select individual lines or a pre-defined group to be uplifted.

Once a user profile is uplifted, the user profile will temporarily get an updated Quality of Service (QoS) for data traffic on the Verizon network for the duration of the incident.

After the incident has been completed or the time allotted for the incident has expired, all the participant end-user profiles will be set back to their original default profile.

5. Business Operations

All services can be direct ordered by the Customers via email, phone call, or the Contractor's MCS portal. The Contractor shall also accept orders through CSAB and MFMP. Billing may be through CSAB or direct billed to the Customer. DMS shall make the final determination on which services are ordered and / or billed through CSAB, MFMP, direct ordered, or direct billed.

This subsection is applicable to DMS-billed services, unless otherwise stated.

5.1 General Description of the SUNCOM Business Model

In accordance with subsection 282.703(2), F.S., DMS has developed a system of equitable billings and charges for Customers. The CSAB system is the ordering, billing, incident management, and inventory system referred to in Chapter 60FF-2, F.A.C., that the Contractor is required to utilize.

When Customers log-in to CSAB, they can perform the following functions:

1. Establish and maintain Customer accounts.
2. Manage billing accounts.
3. View a comprehensive list of available MCS offerings.
4. Place orders.
5. View their complete inventory of services and invoices with associated and detailed charges.

For DMS-billed MCS accounts, the Contractor will bill DMS monthly for services rendered to all Customers and provide DMS with substantiating details in electronic files (for example, comma delimited). The Contractor will include in the substantiating detail charges with unique identifiers for each transaction (for metered services) and service account.

5.2 Communications Service Authorization and Billing Transaction Flowchart

The Contractor will use seven (7) Business-to-Business (B2B) transactions between DMS and Contractor, as depicted on the next page:

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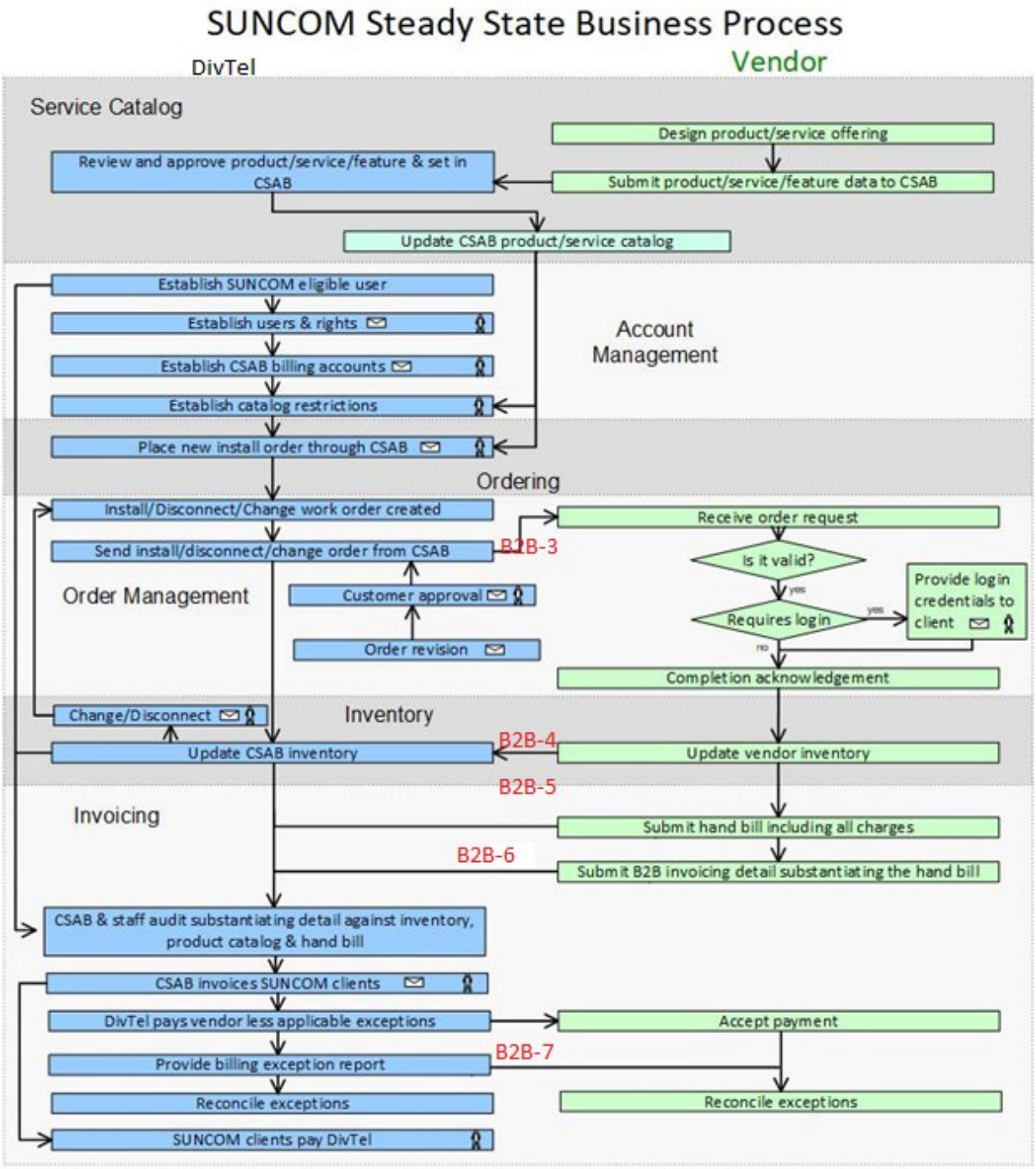

B2B means a Business to Business electronic messages, batch files and/or Application Program Interfaces (APIs) exchanging all of the electronic data necessary to the transaction. CSAB will provide alternative manual input options to the vendor for low volume transactions, but will not manually input any data on behalf of the vendor.

SUNCOM Client action required SUNCOM Client notified

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5.3 Communications Service Authorization and Billing – Official Record

CSAB is the authoritative source of all data. The CSAB system is the official record of the inventory and costs of SUNCOM services, including MCS. If the Contractor claims any inaccuracies in CSAB data, the data will be considered accurate unless substantially proven otherwise, at DMS' sole determination.

The Contractor shall not enable or ask DMS or Customers to input ordering and/or invoicing data into CSAB on behalf of the Contractor.

5.4 Communications Service Authorization and Billing - Interface with Contractor

The Contractor may use Application Programming Interfaces (APIs) to implement transactions between CSAB and the Contractor. DMS will test and approve the interface prior to Contractor accepting orders for services and devices. The DMS preferred method is API; however, this is not mandatory. The following requirements apply with regard to the Contractor's APIs with CSAB:

1. The Contractor's API enables data transfer between CSAB and the Contractor's system.
2. When data is sent from CSAB, the Contractor's API must send back an acknowledgement to CSAB.
3. The Contractor's API will perform functions automatically at near real-time.
4. The Contractor shall develop and maintain functional crosswalks between the Contractor's system and CSAB, which maps the data elements in CSAB to equivalent data elements in the Contractor's system. The Contractor will also support DMS' efforts to create functional crosswalks.
5. It is the Contractor's responsibility to ensure data has been received by CSAB, including resending data that has not been acknowledged by CSAB.
6. The Contractor shall provide a testing environment for quality assurance, accessible by DMS.

5.4.1 Batch Routines

The second method the Contractor may utilize to implement transactions with CSAB is through batch routines, which are periodic exchanges of data files containing a large number of records. An example of a batch routine is monthly delivery of invoicing substantiation files (B2B-6), due to the large volume of data.

5.4.2 Manual Review and Data Entry by Contractor Staff

The third method the Contractor may utilize to implement transactions within CSAB is by manual review and data entry. The Contractor can use CSAB screens to view a submitted order from a Customer and mark that order as fulfilled, rather than use B2B-3 and B2B-4 transactions.

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The Contractor shall only use manual review and data entry as a method of last resort. The Contractor shall not use manual review and data entry for invoicing substantiation (B2B-6).

5.5 Communications Service Authorization and Billing Service Catalog

MCS services and devices must be approved by DMS and entered into the CSAB Service Catalog prior to making them available for use or purchase by any Customer. DMS will have sole discretion over the CSAB Service Catalog and any updates.

The Contractor shall use the following three (3) types of charges for the MCS services in the CSAB Service Catalog:

1. One-time charge: a single payment for a service or item (e.g., hardware installation).
2. Monthly charge: monthly fixed and recurring charge
3. Metered charge: incremental charge based strictly on usage of the service (e.g., data overage charges).

The Contractor shall comply with the requirements of Chapter 60FF-2, F.A.C., in its use of CSAB.

5.6 Taxes and Government Sanctioned Fees

The Department and Customers do not pay State or federal taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

Government-sanctioned surcharges and fees, if the Customer is not exempt, must be collected by the Contractor and may be payable by the State. A description of any new or modified government-sanctioned surcharge or fee must be provided to DMS for review and approval. If approved, the Contractor can then submit a request to update the CSAB Service Catalog.

The standard process whereby the Contractor submits a request for inclusion of services in the CSAB Service Catalog and DMS approves them must be implemented for a new or modified surcharge or fee with the following additional requirements:

1. The catalog item must be tagged as a government-sanctioned surcharge or fee.
2. The description field provided by the Contractor must clearly identify the surcharge or fee.
3. The Contractor must provide the DMS Contract Manager with information sufficient for DMS to develop formulas that replicate the charges through calculations against invoicing substantiation data. The DMS Product Manager will approve the Contractor request if the update to the CSAB Service Catalog is in accord with the amendment.
4. The surcharge or fee must be billed at the inventory ID level and not billed as a lump sum.
5. The Contractor must give DMS advance notification of anticipated surcharge or fee changes with the DMS-approved effective date the charges will be incurred and the amount/percentage.

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Non-government sanctioned surcharges and fees, such as activation fees and termination fees, are not chargeable under this Contract.

5.7 User Access Privileges for the Contractor

The Contractor's user CSAB access privileges must be approved and monitored by a Contractor-assigned CSAB Administrator. User access privileges allow the following functions:

1. Manually receive and closeout orders to the Contractor.
2. Review past orders submitted to the Contractor.
3. Review a robust set of inventory data for services provided by the Contractor.
4. Other access as allowed by DMS.

DMS reserves the right to terminate CSAB user access privileges of any Contractor staff without cause or notice.

5.8 Work Orders

Customer work orders are sent to the Contractor as B2B-3 transactions. The Contractor can log-in to CSAB as prompted by a CSAB email to see submitted orders. The Contractor is required to respond to the Customer with distinct B2B-4 fulfillment data for each item, or service, in a work order. Multiple item orders with only a single order number are not fulfilled until every item is delivered.

Some key data elements in addition to CSAB-assigned Inventory ID are:

1. Order ID – identifies a request for one (1) or more items. This ID is associated with everything in a "shopping cart" when a Customer "checks-out."
2. Work Order ID – is associated with each item request within an order that can be fulfilled separately from the rest of the order and requests action for one (1) Service Installation ID.
3. Installed Option ID – identifies the service, feature, or hardware from the CSAB Service Catalog that was requested in the work order.
4. Service Installation ID – identifies the service account resulting from order fulfillment. It is the unique inventory entry in CSAB and is equivalent to, but not the same as, distinct IDs used by Contractor to track status, usage and charges (e.g., circuit ID, phone number, hardware serial number, etc.).

The Contractor is required to provide all of the required fulfillment data in CSAB.

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The Contractor shall not charge the Department for any orders from which key fields data, installation dates, or disconnect dates are missing or incorrect. The effective bill date cannot be more than forty-five (45) days from the date the order is closed.

Some orders will include configuration data, including IP addresses, to enable establishing closed user groups on MFN.

5.9 Inventory

Every order, and many other actions related to MCS services, is permanently logged into CSAB. This inventory is a basis for DMS audits of Contractor charges; i.e., if a billed service is not in the inventory or the inventory shows it was not active during the invoicing period, DMS will dispute the charge. The CSAB inventory is also a useful tool for DMS, Customers, and Contractor to see what has been ordered, its status, location, cost, any associated comments, etc.

CSAB inventory is structured around key data elements. Inventory records are not valid without these key fields. CSAB by default has primacy when there are discrepancies between the inventories of the Contractor and CSAB.

The Contractor is required to maintain a corresponding inventory as a basis for invoicing DMS. Periodic reconciliation may be implemented between CSAB and the Contractor's inventory through B2B-5 transactions, at DMS' sole discretion. This will avoid waiting until the Contractor invoices DMS to discover these inconsistencies and having to resolve them through billing disputes. DMS will provide for an exchange of inventory data throughout the month using transaction B2B-4. There is no manual substitute for this process.

5.10 Invoicing Requirements

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1**. Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice within two (2) billing cycles after the credit has been determined. **Attachment C, SLA-F2.** Both the handbill and electronic files for the CSAB portion must be received no later than the 10th calendar day of each month, unless otherwise agreed with DMS in writing.

5.11 Electronic Substantiating Detail File

The invoice substantiation file consists of electronic detail listing all billable services and activities with the CSAB Inventory ID necessary to be auditable bases for all charges. The detail file must include all charge data on one-time purchases, active service periods, and incremental activities.

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All charges must be attributable to distinct identifiers for the services as negotiated in the CSAB Service Catalog, and each discrete charge must be distinguished by a service identifier. Metered charges must also include usage for each billing period (start and end). The file must be provided to DMS using a mutually agreed-upon, secured delivery method, and mutually agreed-upon format.

5.12 Audit of Contractor Invoices

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) billing cycles from receipt of dispute. If Contractor has not resolved audit exceptions within two (2) billing cycles, the charges will be adjusted as determined by DMS.

5.13 Mandatory Interface with the Contractor

All work orders will be submitted to the Contractor via CSAB or similar system as deployed by DMS. Direct billed Customers will interface solely with the Contractor.

5.14 Properly Authorized Work Orders

No WDS will be provisioned unless the Contractor has a properly authorized work order submitted by DMS through CSAB. Direct billed Customers will interface solely with the Contractor.

5.15 General Billing Requirements

The Contractor will maintain a detailed database that uniquely identifies each pricing component. The CSAB Service Catalog contains unit prices and all qualifiers that are applied to unit prices in order to create an unambiguous database of WDS billable line items. A specific billing code shall have only one (1) unit amount.

5.16 Billing Start

The Contractor shall meet the following criteria to complete billing starts:

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1. All bills should commence on the 1st and run through the end of the month based on the completion date, unless otherwise agreed by DMS in writing. Fractional charges are based on the effective bill date.
2. The Contractor cannot retroactively bill for services received before the, the start date of a Purchase Order in MFMP, or is otherwise ordered by the Customer.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

6. Direct Ordering and Billing

This section is applicable to WVS and certain approved WDS items.

The Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM Customers in instances where a vendor or SUNCOM Contractor submitted an invoice directly to a SUNCOM Customer.

The Contractor will accept orders from Customers for all WVS devices, rate plans, and services through MFMP. All direct-billing will be done in accordance with Rule 60FF-2.007, F.A.C. The Contractor will cooperate with the Department and MFMP (and any authorized agent or successor entity to MFMP) to deliver direct-billed WVS devices, rate plans, and services.

The Contractor will work in cooperation with the MFMP vendor. All items available for purchase by any Customer that are listed on the most recent DMS-approved EUPL will be exhibited on the MFMP website as a catalog for Customers. The MFMP catalog shall be updated by the Contractor within one (1) Business Day of any updated EUPLs being posted on the Department's website. By acceptance of an MFMP purchase order, the Contractor agrees to all MFMP terms and conditions.

6.1 Services and Devices Sold to Direct-Billed Customers

The Contractor will not make any service or device available to any Customer that has not been approved by DMS. If a new service or device is approved, the Department will add the service or device to the EUPL and provide a SUNCOM price for the Contractor to market to Customers. The Contractor shall not display or represent any other prices to Customers.

6.2 Cost Recovery Rate

The Contractor will charge Customers the established rates, plus the SUNCOM Cost Recovery Rate (CRR). The CRR will be included on all monthly-recurring Contractor's charges and invoices.

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The Department will be responsible for providing notification regarding the CRR to Customers. The Department will provide: i) notification on the MFMP website Punchout catalog, and ii) notification in a mutually agreeable format for OEUs not currently ordering through the MFMP website Punchout catalog.

The Contractor shall provide the Department with the CRR on all services sold to Customers that are direct-billed. The CRR will be assessed on the monthly recurring charges after all discounts, adjustments, and credits are taken into account. Additional charges, including but not limited to devices, taxes, surcharges, or regulatory fees, will not be included in the assessment of the CRR.

The Department may modify the CRR through a written amendment to the Contract with ninety (90) days prior written notice to the Contractor. If mutually agreed upon, modifications to the CRR may take effect earlier than the ninety (90) days.

The CRR will be the same for all Contractors providing MCS. In the event that the Department authorizes a Contractor to collect a lower CRR than on this Contract, the Department will incorporate the lower CRR into this Contract via amendment. The Contractor shall have sixty (60) calendar days after the amendment effective date to charge the CRR on the direct-billed invoices.

The Contractor will remit all funds collected pursuant to the CRR to the Department in the form of a quarterly check. The check will be accompanied with a complete Direct-Billed Quarterly Report. The check will be sent no more than forty-five (45) days after the end of the calendar quarter to cover the cost recovery amounts collected for the previous quarter. **Attachment C, SLA-G1**.

Fees collected for the CRR will be thirty (30) days in arrears after the billing month in which the charges are invoiced on the direct-billed invoice. The Contractor will be required to remit funds associated with this requirement only when payment has been collected from the Customers that are direct-billed under this Contract.

6.3 Contract Association on Direct-Billed Accounts

All direct-billed accounts established with Customers will include a corporate identifier for this Contract assigned by the Contractor in the billing system.

6.4 Monthly Reporting of Direct-Billed Accounts

The Contractor will provide reporting and auditing in accordance with Rule 60FF-2.005, F.A.C. Additionally, the Contractor will provide the Department with an accurate Direct-Billed Monthly Report in an Excel format via e-mail of all direct-billed accounts including, but not limited to: the Customer's billing account name, Customer corporate identifier, number of active lines, total amount of charges, and billing month. **Attachment C, SLA-G2**. This report will substantiate quarterly payments remitted to the Department. In the event a discrepancy is cited, the Contractor will have thirty (30) days from the date of bill close to provide the Department with the data necessary to reconcile the discrepancy. In the event the Contractor cannot substantiate the cited

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discrepancy, the Contractor will be responsible for payment of the disputed amount within thirty (30) days. Online reporting and auditing via the Contractor's portal may be appropriate, if it meets the requirements of this subsection and the reporting can be exported and saved by the Department. The format of the report is subject to DMS final approval.

6.5 Quarterly Reporting of Direct-Billed Accounts

On a quarterly basis, the Contractor will provide the Department a Direct-Billed Quarterly Report that aggregates utilization monthly reporting. **Attachment C, SLA-G3**. The report requirements are as follows:

1. The report must be in an Excel format sent via e-mail of all direct-billed accounts, which will include the Customers' aggregate utilization (minutes, data, and text) and billed amount by device type and billing month.
2. The report must contain information sufficient for the Department to independently verify and validate by Customer the utilization and billed amount by device type and billed amount and the cost recovery due to the Department.
3. The aggregate utilization reporting will not identify CPNI, such as but not limited to account names, subscriber number, or End-user level information for direct-billed Customers.
4. Online reporting and auditing via the Contractor's portal may be appropriate if it meets the requirements of this subsection and the reporting can be exported and saved by the Department.
5. The format of the report is subject to DMS final approval.

6.6 Customers Liability

Direct-billed Customers are solely liable for any performance, duties, payments, and responsibilities generated by their use of this Contract, fiscal or otherwise. As stated in Rule 60FF-2.007(3), F.A.C., "the Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM [Customers] in instances where a vendor or SUNCOM Provider submitted an invoice directly to SUNCOM [Customers]."

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

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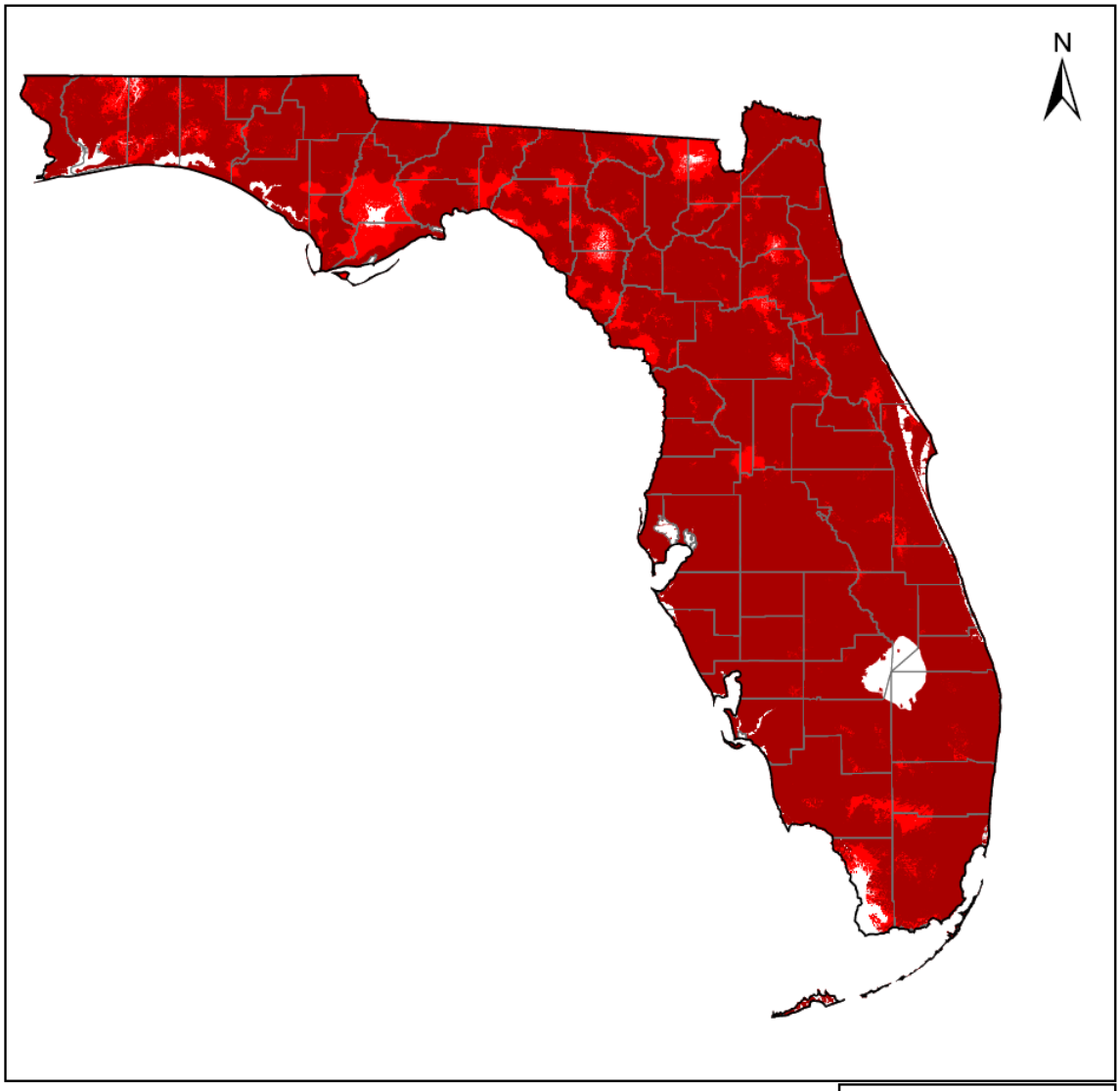
Attachment A

verizon

Verizon Wireless 4G LTE Coverage - Florida



4G LTE Coverage

- 120 dB RLOPL
- 133 dB RLOPL
- COUNTY

0 35 70 140 Miles

Map Created on 11/24/2020

This map is not a guarantee of coverage and may contain areas with no service.
4G LTE Core Area - Access to the 4G LTE network within the Core area.
4G LTE Border Area - Access to the 4G LTE network within the Border area; certain conditions my cause your service to connect to 3G in this area.
This map shows approximately where rates and coverage apply based on our internal data. Wireless service is subject to network and transmission limitations, including cell site unavailability, particularly near boundaries and in remote areas. Customer equipment, weather, topography and other environmental considerations associated with radio technology also affect service and service may vary significantly within buildings. With "all-digital" devices you can only make and receive calls when digital service is available. When digital service is not available your device will not operate or be able to make 911 calls. Check the roam indicator on your phone to determine actual areas where service rates apply.

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Verizon's Experience Reply

Verizon Wireless ("Verizon") has the most reliable network utilized by public safety across the country. Our premier network is available in more than 500 markets and covers about 98% of the United States population with 2.4 million square miles of 4G long term evolution ("LTE") network coverage and capacity. Over our advanced 100% fiber optic network, we provide Voice over LTE Wireless Priority Services, enhanced private network traffic management, and Push-To-Talk Plus with Land Mobile Radio interoperability. In sum, we deliver the best in class LTE network for public safety today.

Verizon has many years of experience providing wireless communication services to public sector clients within the State of Florida. Additionally, we have provided point of contact information for agencies that have agreed to act as references for our wireless services. These agencies will determine what information they will share with you when contacted by the State.

We estimate our market share for 2019 to be 37.8% of the U.S. wireless retail subscriber base [includes postpaid and prepaid subscribers; calculation based on top four carrier-reported numbers]. At the end of the third quarter of 2020, the total number of the population covered within our licensed U.S. territories was 329.1 million. Our 4G LTE network is available to more than 99 percent of the U.S. population and covers 326.1 million people over more than 2.6 million square miles. For additional information, please see the attached coverage map(s) in Section # or visit www.verizon.com/coverage-map

It is important to look at coverage in terms of network reliability and the number of people who have wireless coverage within a given geographical area rather than the number of cell sites. Because of the improved spectral efficiency of the Orthogonal Frequency Division Multiple Access (OFDMA) technology used in 4G LTE network, we can serve a large population within a geographical area with higher voice quality and data speeds with a reduced number of resources. Our choice of the 700 MHz frequency as the basis of our 4G LTE network results in a longer range from the base station. The superior characteristics of the 700 MHz frequency range coupled with the use of MIMO (Multiple Input/Multiple Output) antennae will maximize the use of our existing network infrastructure while delivering high-speed, feature-rich services to our customers.

Customized Approach

Our robust network partner eco-system allows us to provide the right solution for the unique challenges that our first responders encounter daily. Today, we are solving first responder challenges: situational awareness, intelligent tracking and transport, energy management and community engagement.

Our approach is performance based to achieve the best possible solution while ensuring that our government customers have the network, features, functionality, and reliability that they deserve. The current industry available technological options would be available to the State of Florida ("the State"). It is important to note that Verizon is committed to providing the services that Florida requires now and into the future.

We believe in competition, thereby allowing industry and the marketplace to help establish the solution that can meet the objectives of the State including a technological architecture that would be cost effective, reliable, secure, and delivers the coverage and capacity needed by the State's users. Please also refer to Verizon's Public Safety FAQs included with this response for additional information.

We understand your concerns over cost, network reliability, security, coverage, and expertise in supporting Florida wireless mobile telecommunication services. Verizon Wireless has years of experience designing, implementing, and operating a wireless network in Florida and across the US. In a marketplace where some of our competitors ask customers to compromise on network quality, we, at Verizon, are united in our belief that "better matters" and confident of the unique role we play in delivering all the benefits of the digital world to our customers.

Our wireless devices, services and solutions easily integrate into existing IT environments, enabling organizations to use many of the applications and technologies they already have in place. Combining our solutions with existing technologies gives your end-users access to the applications they use the most, – enabling them to remain productive and efficient whether in the office or on the go. By combining a variety of devices, wireless access options and applications, Verizon can build wireless solutions to help public safety run more smoothly and efficiently.

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Verizon's Public Safety Core
Verizon has built and operates its own Public Safety core dedicated to public safety communications. The network core manages and directs all communications functions, like network access and call routing. The dedicated public safety core operates separately from our commercial core and provides first responders with access to the company's 2.4 million square mile 4G LTE network. We make priority access and preemption services available to public safety when necessary and at no charge. In addition, we have invested in new mission-critical 4G LTE voice communications to complement existing services such as Push-to-Talk Plus ("PTT Plus"). PTT Plus already includes interoperability with existing Land Mobile Radio networks.

Our Commitment to Quality
Our commitment to quality is evident in our ongoing investment in the expansion and enhancement of our network. We have invested more than $122 billion nationwide since 2000 to build and enhance our wireless network, and consistently earn top rankings from independent consumer reporting and testing institutions for network quality and performance.

We strive to operate our wireless network at optimal performance levels so that we can continue our record of providing the most reliable nationwide wireless network. We continually test and evaluate network performance, and when service anomalies are detected, we take immediate steps to resolve or remediate the situation. Our maintenance organization staff members are distributed in centers across the country and have areas of expertise and responsibility, such as microwave, switch, cellular radio, power. They are also cross-trained to handle a wide variety of system maintenance issues - all in an effort to maintain service reliability. Our success in these efforts is evidenced by the fact that fewer than 2 percent of the calls placed on our wireless network are dropped or fail to initially connect - even during the busiest hours of the day - as well as by our continual subscriber growth.

Network Performance
Recognizing that reliable wireless service is critical to your business, Verizon has established extensive preventive maintenance measures, network monitoring and system backup capabilities. These measures, coupled with our internal performance processes, enable us to provide our customers with levels of wireless service reliability that distinguish us from other national wireless carriers.

Two common service metrics used by the wireless industry to measure network performance are accessibility (ineffective attempts (IA) for voice calls or setup failures for data sessions) and retainability (lost calls [LC] for voice and dropped connections for data). Accessibility measures when a subscriber attempts to place a call or establish a data session and fails, and retainability measures calls or data sessions that are in progress but communication is interrupted by no overt act of the subscriber. While the industry uses these measures broadly to index call quality, we use one of the most stringent methods of applying these measurements. All reasons excluding landline network congestion are considered in arriving at the percentage figure that measures our wireless IAs.

We have experienced great long-term success in attaining the goal of keeping the aggregate percentage of accessibility or retainability failures below two percent across all of our markets. While our competitors may report percentages that are similar to ours, the methods of measurement by which they arrive at this network performance result may vary from the stringent methods we apply. When measured on a monthly average across the entire Verizon-owned and -operated network, our wireless network service level goals are:

- Cell availability (total Verizon wireless network):
  — Cell availability is greater than or equal to 99.9% every month of calendar year

- Data:
  — Dropped connections (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average
  — Setup failures (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average
- Voice:
  — Lost calls (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average
  — Ineffective attempts (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average

Independent third party engineers conduct approximately eight million tests annually of our network, along with

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other national wireless carriers' networks, while traveling almost 500,000 miles across all 50 states and the top 125 urban markets. The tests are a combination of voice, data and text in order to mimic real world users' experience.

Each test is analyzed as for the ability to access the network and complete the given task. For voice calls, they are classified as either a successful call, an ineffective attempt (a call that is blocked) or a lost call (a call that connects, but drops). Data testing includes large file downloads, uploads and smaller file downloads. The results are then published and analyzed by Verizon engineers to analyze all failures.

Voice network reliability test results have consistently shown that the number of ineffective attempts for our national network, in major metropolitan centers and some remote areas, is lower than for any other national carrier. Test results also indicate that voice calls that connect on our network are more likely to stay connected for the duration of the call. Similarly, the data network reliability test results establish that we have the nation's most reliable wireless 4G LTE network, successfully setting up a higher percentage of data sessions than any other national carrier, and successfully completing a higher percentage of tasks during those sessions.

In addition to the strenuous third party drive collection, Verizon also leverages many other data sets to ensure that the network continues to perform at the highest level. This includes additional third party information as well as internal Network KPIs that are constantly monitoring the performance of the network.

Business Continuity
Verizon has taken many steps to prevent outages from affecting our wireless customers. Our emergency response capabilities have been tested and proven during many difficult situations including wildfires, tornadoes, flooding and hurricanes.

Our Network
Our reliable network is a combination of strong technology and capable employees. Network operations teams across the country conduct exercises each year to confirm team members have access to contacts, systems, tools, and suppliers to resolve the impact if any disruption occurs. These teams are empowered to identify and implement ways to make our network stronger, more efficient, and available for our customers when they need it, even during natural disasters. Thanks to these efforts and ongoing preparations and investments, our network has stayed strong – even through the natural disasters of past years – while other communication networks often were adversely impacted or failed.

We provide voice and data service through a sophisticated wireless network consisting of dozens of switching systems and thousands of base stations throughout our cellular footprint. Many critical network systems are located in geographically diverse locations. The most critical systems provide un-interrupted service to customers, even if one location is damaged. These systems are designed to automatically fail-over to an alternate location with minimal, if any, impact to customers. These systems are tested at least annually as part of the Business Continuity/Disaster Recovery program, and in many cases are tested more frequently to maintain reliable service.

Many critical circuits in our network infrastructure are provisioned with special priority. This is intended to ensure that in the event of a disruption, these circuits are repaired as quickly as possible. The costs for this service are just one part of our significant ongoing investment in network reliability.

Mobile Switching Center (MSC)
The loss of a MSC is one of the most serious of possible scenarios. Each MSC is protected by automatic power backup systems, by automatic fire-suppression systems, and by physical security systems and alarms. In each MSC, network operations personnel routinely backup system data for the switch itself and the peripheral systems. Automated backup routines are supplemented with scheduled manual backup routines and off-site storage of critical data.

Cell Site
We have thousands of cell sites across our nationwide network to provide the desired level of service, both in terms of capacity and quality of service. We continue to increase the density of our cell sites, often through small-cell locations, which can provide overlapping coverage and reduce impact to our customers if an individual cell site is damaged or disrupted. Despite the large number of sites, we still take the loss of a single cell site seriously. Cell sites are protected by automatic fire detection systems, by physical security systems and alarms, and most have automatic power backup systems, including batteries and generators. Through arrangements with our suppliers, any major components of a cell site, up to and including the building and tower, become an immediate priority restoration effort on the part of both Verizon and our suppliers.

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Service Protection and Restoration Strategies
Service protection and restoration strategies are an integral part of our wireless network management. MSCs, Network Data Centers, and cell sites are automatically and continuously monitored for numerous factors, from call processing to room temperature. All MSCs and cell sites have battery backup and most cell sites have permanent generators. We also maintain and utilize a fleet of dozens of Cell on Wheels (COWs) and Cell on Light Trucks (COLTs), and Generator on a Trailer (GOATs) that can be rolled into hard-hit locations or areas that need extra network capacity. In addition, we also maintain towers on wheels and portable generators. We have implemented Telecommunication Service Priority (TSP) capabilities on critical backhaul circuits, which provide priority service restoration if a circuit is disrupted.

Monitoring and Alarm Systems
We have two geographically diverse Network Operations Centers (NOCs) that monitor all facilities, cell sites and switches across our nationwide network. These NOCs are staffed 24x7 with experienced personnel who work closely with the regional field operations teams and with suppliers to coordinate and expedite the restoration of service in the event of outages. We have set up alarms for critical components at the cell sites and the MSCs. These send prioritized alarms and detailed data to the MSCs and NOCs. The detail includes identification of any malfunctioning module and the component responsible. Alarms are coded with varying degrees of priority, so that minor problems do not obscure critical problems from a technician's attention. The code also helps the technician determine how quickly the problem must be addressed.

Response Time
In the event of an alarm or other failure indicator, our personnel will be dispatched to the cell site, MSC, or Data Center with a standard set of spare parts and repair equipment, in addition to other parts and equipment that are indicated by the nature of the alarm and failure. Maintenance personnel provide ongoing support for our equipment and facilities to minimize the possibility of disruptions and to verify proper performance. We work closely with our suppliers to see that we have access to their engineering personnel and replacement equipment when required. We also have the ability to dynamically reroute traffic over our backbone network to address switch, microwave, interconnection problems, or capacity issues.

Respondents Experience
While Verizon Wireless is truly a 21st century company, the mergers that formed Verizon were many years in the making, involving companies with roots that can be traced to the beginnings of the telecommunications industry in the late 19th century.

Verizon Wireless has been in business since 2000; however, the companies that merged to form Verizon Wireless had been in business for an average of 15 years. Verizon Wireless has more than 120.3 million wireless retail connections (September 30, 2020). We provide wireless service to organizations of all sizes including small businesses, Fortune 500 corporations, including federal, state and local governments. We also have considerable experience providing service to entities with subscriber lines in excess of 10,000.

Additionally, we have included point of contact information for entities that have agreed to act as references for our wireless services. These entities will determine what information they will share with you when contacted by DMS. Please refer to completed Form 6 - Business Experience included in this response.

Software Support: Third Party Solutions
We offer an array of mobile business solutions from our strategic technology partners (Third-Party Solution), giving organizations access to some of the industry’s most innovative products and services, with the added benefit of enabling customers to consolidate their mobility spend on a single bill.

Enterprise Management Solutions

IBM MaaS360 with Watson
IBM MaaS360 with Watson is a trusted enterprise mobility management (EMM) solution that makes working in a mobile world simpler and more secure. It uses powerful mobile device management with comprehensive, integrated protection to enable applications, content, email and devices, without compromising the user experience, data security or privacy. IBM MaaS360 is the first EMM to integrate Machine-Based Learning/Artificial Intelligence into the EMM suites via Watson.

IBM MaaS360 with Watson delivers insights and analytics to make it faster, easier and more effective to manage and secure endpoints, their apps, data and content.

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MobileIron
MobileIron provides Enterprise Mobility Management (EMM) security and solutions for Mobile Application Management (MAM), Mobile Content Management (MCM) and Mobile Device Management (MDM), meeting the needs of small, medium or large enterprise customers. MobileIron EMM:

Security Management Solutions
Asavie Moda
Asavie Moda is a mobility service that optimizes employee productivity and gives businesses control and visibility to ensure a safe mobile internet experience. It is a network-based solution that enables businesses to manage security and productivity along with rich reporting insights on all their mobile devices.

Lookout Mobile Endpoint Security
Lookout Mobile Endpoint Security helps organizations prevent data loss and leakage via mobile devices by delivering advanced security and comprehensive policy-based protection against the spectrum of mobile risk.
Lookout empowers your organization to adopt secure mobility across personal and corporate owned devices without compromising productivity, employee privacy or user experience.

NetMotion Software
NetMotion's software solutions improve the performance, visibility and security of your mobile enterprise. NetMotion software gives your IT team the tools to monitor and dynamically make decisions using real-time data and analytics. NetMotion software has helpful management features

Samsung Knox
The Samsung Knox is a defense-grade security platform built into the latest mobile devices. This enterprise solution allows companies to secure, manage and customize their Samsung devices using one platform. It offers a cloud-based platform that enables users to remotely set corporate device policies and security measures, configure apps and user access, and activate/deactivate devices. Knox Workspace.

Collaboration and Productivity Solutions

BlueJeans
The BlueJeans video collaboration platform helps you modernize today's meetings to better meet the needs of today's workforce. It gives employees video conferencing solutions that enable them to virtually meet and communicate at a moment's notice with teammates, partners and customers. Moreover, BlueJeans' Smart Meetings technology includes in-app intelligence to capture the most important discussion points, assign action items, and quickly replay meeting highlights to help bolster the effectiveness of each meeting.
BlueJeans empowers fast and easy face-to-face communications, using video conferencing solutions to help bring people closer together for more effective collaboration. The platform combines high-quality audio, HD video and web-conferencing capabilities for cloud-based meetings or large interactive events. The BlueJeans video conferencing platform features a number of tools that help make it easier for workforces to communicate and collaborate virtually anywhere and anytime – simply, easily and securely.

doForms
doForms is a mobile data collection platform that provides a paperless solution for business customers. With easy form customization, doForms captures information such as GPS location, job dispatch and scheduling, mobile payment and inventory management with barcode scanning options. doForms has pre-built vertical-based solutions for healthcare, field services, transportation and retail.

GoCanvas
GoCanvas is a platform for creating and editing your own mobile app (forms) which enable users to capture information electronically on a smartphone, tablet or PC and send it to customers, colleagues or partners in seconds. GoCanvas facilitates the elimination of paper forms and increases productivity through mobile apps on just about any mobile device. GoCanvas App Store houses over 20,000 free mobile form templates including invoices, checklists, inspection apps, other common business documents and apps for specific verticals including Construction, Retail, Distribution, Healthcare and Professional Services. Businesses can customize existing applications or create their own. GoCanvas also enables you to generate high quality, professional PDF files to automatically send to your customers.

Intrepid Networks

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Intrepid Networks' integrated mobile platforms are designed for Law Enforcement, Emergency Management, EMS, Fire and Rescue teams, as well as any team requiring coordination between disparate team members. The Intrepid Response package provides the entire team with a real-time, easily accessible, common operational picture. Providing next-gen situational awareness is what makes Intrepid Network's suite of products the ultimate resource for coordination beyond visual range while providing greater front-line intelligence.
Intrepid's situational awareness apps can also fit a number of private sector business critical security needs. For example, they can be used for event management and crowd control at major sporting events, dignitary visits or other events that have integrated response teams who need to know what's happening at any given time. These teams also want to know where each team member is located and be able to share vital information as needed. Private and corporate security organizations can also benefit from similar requirements. Other private sector uses include infrastructure protection, where teams are assigned as security or emergency responders to protect important buildings and structures, such as hospitals, nuclear reactors and oil refineries.

Verizon Mobile Device Management
Verizon Mobile Device Management (MDM) is a Verizon-branded management portal that integrates Verizon differentiated services into a unified and intuitive customer experience. Verizon's MDM solution features Enterprise Firmware Over the Air (FOTA) Management, Device Diagnostics for Verizon Wireless customers, Broadband Mobile Hotspot Management, and Unified Endpoint Management.
Verizon's Business and Government Customer Operations (BGCO) teams handle support for ordering licenses and billing. However, Verizon Wireless is not the licensor of the mobile business solution. Customers obtain any license directly from the applicable Third-Party Solution provider. Customer support for Third-Party Solutions may be obtained directly from the Third-Party Solution provider or by calling Verizon Wireless technical support. The BGCO provides basic Tier 1 support, which may include set up and how to use, before advising customers to contact the Third-Party Solution provider directly. BGCO support can be reached at 800-922-0204. If the BGCO determines that an inquiry is not one concerning Equipment or Wireless Service, BGCO support may transfer the service request to appropriate Third-Party Solution representatives.

Device Support
Device Training
Your employees can learn about device hardware, software applications, email setup and Smartphone maintenance on their own schedule through our Online Learning Center sessions. There are recorded and/or live sessions available presented via Adobe Connect software. The Online Learning Center can be accessed at https://www.verizon.com/support/simulators/ .

Device Warranty
As part of the wireless device equipment package, your employee will receive the manufacturer's equipment warranty, typically one year in length.
Whether or not a new device is defective out of the box, your corporate-liable end users may return wireless equipment purchased from us for any reason within 30 days of the original date of purchase.

31 Days to 12 Months
If a device is found to be defective more than 30 days but less than 12 months after the purchase date, and the malfunctioning device is still within the manufacturer's warranty period, you may obtain a Certified Like-New Replacement device in exchange for the defective unit at no charge. The remaining unused term of the original manufacturer equipment warranty or a total of 90 calendar days, whichever is greater, will transfer to the exchanged unit.

13 Months to 23 Months
If the defective device is beyond the manufacturer's warranty period, we will offer a Certified Pre-Owned device for purchase.

24 Months or More
If a device is found to be defective 24 months or more after the purchase date, and is not covered by an equipment protection program, unless otherwise provided in your agreement, your Government Subscribers will be eligible to upgrade at your discounted corporate equipment price at the end of a two-year agreement.

Several equipment protection programs are available for an additional monthly fee.

Staffing and Support

Key Staff Positions
As an incumbent service provider to the State, Verizon's experienced account support team understands the State's unique requirements and provides an experienced team (inclusive of local staff) to proactively meet its needs and address any issues or concerns which may arise.

The following table describes the key staff qualifications of the support team for State of Florida:

Position	Typical Verizon Experience	Role	Minimum State of Florida Qualifications
Account Manager	5+ years	Responsible for sales and customer support to government accounts within the State of Florida. Expertise includes consultative support, sales presentations, training, problem resolution, and calling plan analysis. Ensures the appropriate amount of staff at any given time from the Customer Support team. Available twenty-four (24) hours a day, 365 days of the year.	A minimum three (3) years' experience working with government clients in a government account management or sales role. A knowledge of government business practices, including State practices and practices of Customers and public Safety Services. At least three (3) years' work experience in the telecommunications industry. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.
Project Manager* *To be determined based on assessment and/or evaluation of currently implemented solutions. This role to be reviewed and discussed during the contract negotiation phase.	TBD	Oversight and responsibility for all assigned projects under the DMS contract. Act as point of contact for DMS to coordinate all implementation and migration. Manage and direct the planning of the staff and resources in support of assigned projects under the DMS contract.	Responsible for every aspect of all projects related to the DMS Contract. Lead and direct teams to deliver projects within the constraints of schedule, budget, and resources. Demonstrated knowledge and experience to appropriately apply a project management methodology to projects. Experience using Microsoft Project and the ability to keep all projects updated frequently and accurately. A current Project Management Professional certification from the Project Management Institute, Scrum Master Certification from

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			Scrum Alliance, CompTIA Project+ certification from CompTIA, a Lean Six Sigma certification, or other equivalent project management certification approved in writing by DMS
Business Operations Manager	3+ years	Oversight of business operations, including billing, ordering, and related business operational procedures under the DMS contract. Communicate DMS concerns to the appropriate Verizon management personnel. Authorized to effect business operational procedures and related outcomes in support of the DMS contract.	A minimum of three (3) years' experience working with government clients. Knowledge of government business practices, including State practices and practices of Customers. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization
Global Enterprise Advisor	2-4 years	Manages day-to-day account activity, complete account-specific projects, monitor accounts receivables, and, as needed, conduct bill reviews with authorized contacts to promote accurate billing. Can also provide personalized support for billing escalations and non-standard requests.	
Engineering and Design Manager* *This role to be reviewed and discussed during the contract negotiation phase based on DMS' forecasted needs for dedicated support.	3+ years	Point of contact for all engineering and design issues. Responsible for directing all aspects of engineering and design concerns for the services. Authority to direct staff. Available twenty-four (24) hours a day, 365 days of the year to manage and oversee restoration of services and to address the State's requests.	A minimum of three (3) years' experience leading an engineering team responsible for services similar in size and scope to services available under MCS. A Bachelor of Science degree or higher in an engineering discipline. Equivalent foreign degrees are also acceptable. Five (5) years or more of engineering work experience.

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Operations and Security Manager *This role to be reviewed and discussed during the contract negotiation phase based on DMS' forecasted needs for dedicated support.	5+ years	Serve as the engineer capable of communicating with other engineers as needed to resolve day-to-day issues with DMS and engineers from other Contractors providing telecommunications to the State and, if applicable, subcontractors. Point of contact for the day-to-day networking, service, and security issues, typically those involving real-time concerns. Available twenty-four (24) hours a day, 365 days of the year as needed to manage operational and security concerns and to address the State's request	A Bachelor of Science degree or higher in a computer science, information technology, engineering, or similar discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable. Experience with business continuity and disaster recovery, including experience in development of disaster recovery plans. Experience with information security architecture and security tools. Knowledge of telecommunications industry best practices for service performance and security and applicable laws and regulations as they relate to security. Knowledge of current technologies and processes used to establish and maintain networks with respect to security of MCS. May also be a Certified Information Security Manager, a Certified Information Systems Security Professional, or hold another current industry-recognized security certification.
Technical Specialist	3-5 years	Essential knowledge of cellular networking, switch operations, and data applications. Investigate, diagnose, and resolve customer inquiries. Troubleshoot roaming issues, support 800 line specialists, Company Stores, and roaming partners.	

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CSAB Administrator	3 years	Approves and monitors CSAB access privileges for Manages closeout and past orders. Reviews inventory data for Verizon services. Monitors other access as approved by DMS	.
Customer Service Representative	4 years	Implement voice and data applications and resolve daily operational issues including training. Support of projects, implementations as well as operational changes.	
Technical Support	5 years	Team with specialized knowledge of cellular networking, switch operations, especially focused on data applications and solutions. Investigate, diagnose, and resolve customer inquiries beyond basic billing/device concerns. Coordinates trouble resolution with Verizon Network Repair Bureau, suppliers and wireless solution partners.	

Verizon must retain discretion and control over assignment of account management, customer support or other such Verizon personnel. Our prospective employees are investigated and reviewed to determine whether they merit employment at the positions for which they applied. All such information remains confidential and shared with third parties only on a need to know basis. Our employees are covered by the Verizon Code of Conduct, which can be provided for your review upon request. At any time, you may provide feedback to us regarding the skills, qualifications and performance of any member of the account management team. We will make every effort to notify you of any changes in your account team.

In the event of any change to any member of your account management team, we will work with the DMS towards achieving a smooth transition. Additional account support procedures are available in the event of personnel change. In addition, you can use escalation procedures as well as the cross-trained skills and experience of many account support personnel.

We may review any recommendations from you, as allowed by law, that will assist us in placing a Client Partner or Account Manager with the appropriate skills to support your account initiatives.

Although our goal is continuity of the Verizon account team, we cannot guarantee that changes in personnel and staffing assignments will not occur during the term of your contract. The structuring of the Business and Government Customer Operations organization enables all members of the Business and Government Customer Operations organization to be cross-trained on all accounts with the goal of each customer receiving the same comprehensive professional customer service.

Account Team

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As an incumbent service provider to the State, Verizon provides an experienced account support team, inclusive of local staff to proactively address any issues or concerns which may arise.

The Verizon Account Team
Since 2004, Verizon has used a dedicated government sales and support model for all government sales in the state of Florida. The team is solely dedicated to state and local government and specifically trained in government contracting, ethics and compliance. This team provides local frontline sales and support to public safety, state, and local government as well as local EOC support during times of crisis. Today the team consists of over 40 employees living in Florida with a combined 240 years of experience supporting the State of Florida Department of Management Services Wireless Contracts with Verizon.

Account Manager: Tom Madden, Government Client Partner, Public Sector, Verizon Business Group,
As an incumbent Service Provider to the State Verizon's proposed Account Manager, Tom Madden, has served in this required key staff position and is well versed in DMS' requirements. Tom's credentials and 25 years experience meet or exceed all of DMS' requisite qualifications. Upon contract award, Tom will continue to fulfil the role of DMS' primary point of contact and full-time Account Manager for all MCS services provided under the resulting new Contract

The Account Manager for DMS under the State contract will serve as senior manager and primary contact, with responsibility for all day-to-day MCS issues, and the coordination and resolution of all MCS activities. These duties may include but are not limited to; overseeing account activity, discussing wireless communications objectives, as well as addressing any issues or concerns with the appropriate level of management (as necessary) working in concert with the rest of your support team. The Account Manager will continue to serve as the lead on account development, training, demonstrations, product updates, pricing, and statewide contract management. The Account Manager (or designated backup(s)) will be available twenty-four (24) hours a day, 365 days of the year to support the State's needs. Please refer to the resumes included with this response for further details.

Saikham Baccam,Coordinator – Business Operations / Direct Account Support Rep
Verizon Business Operations manager Saikham Baccam,Coordinator – Business Operations / Direct Account Support Rep is responsible for sales and customer support for government accounts within an assigned geographic territory. Expertise includes consultative support, sales presentations, training, problem resolution, and calling plan analysis. Provides follow-up training for new customers, handles equipment issues, performs rate plan analysis, explains billing and interacts with the Government support center on customer service issues. Please refer to his resume included below for additional detail.

Customer Support Team
The Business Government Customer Operations ("BGCO") team assigned to the State of Florida is determined by the geographical area of your headquarters location and can be reached toll-free at 800-922-0204.
In the event your employees seek assistance after your BGCO team's hours, our standard full-service wireless Customer Care team is available from 8 AM - 9 PM, Monday through Saturday, and 8 AM - 5 PM on Sunday, in each time zone. Customer Care can be reached toll free at 800-922-0204 and airtime-free at *611 from the wireless device. These Customer Care representatives are not specifically trained to support our government accounts, but can address many of your employees' inquiries.

If you are experiencing a technical issue with your service or equipment, our wireless technical support staff is available 24/7, 365 days of the year and can be reached toll free at 800-922-0204. Your authorized contact also has the option of contacting your Global Enterprise Advisor/Account Manager for assistance in managing your account. Please refer to the table above for additional information regarding the qualifications and experience of the team assigned to support the DMS contract.

End User Training and Support
Your Verizon account team can create a training program with your assistance and guidance. This training program could include on-site training at locations across the country, online training currently available by device/application at www.verizonwireless.com and webinars as needed to ensure your employees are comfortable with their new devices and services.

On mutually agreed upon days and times, a Verizon account team member can be assigned to your organization's location for additional support and training of your Government Subscribers at no additional charge. If equipment is delivered by a Verizon representative, the account team member can review the basic features of the device, as well as any service features you may be receiving. Alternatively, if equipment is shipped to your organization, your

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employees always have the ability to contact their account team member in order to receive additional information on any features or services.

Please note, your employees can learn about device hardware, software applications, email setup and Smartphone maintenance on their own schedule through our Online Learning Center sessions. There are recorded and/or live sessions available presented via Adobe Connect software. The Online Learning Center can be accessed at

https://www.verizon.com/support/simulators/ .

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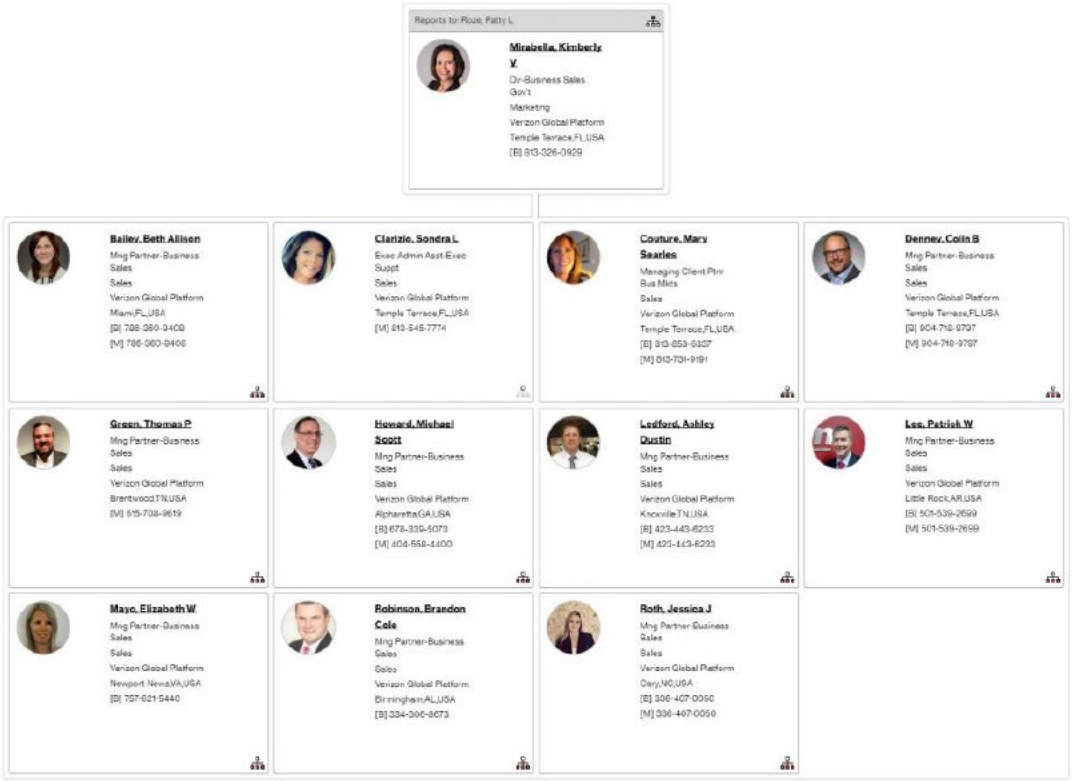
Organizational Charts

Leadership SouthEast Region Government Sales Support



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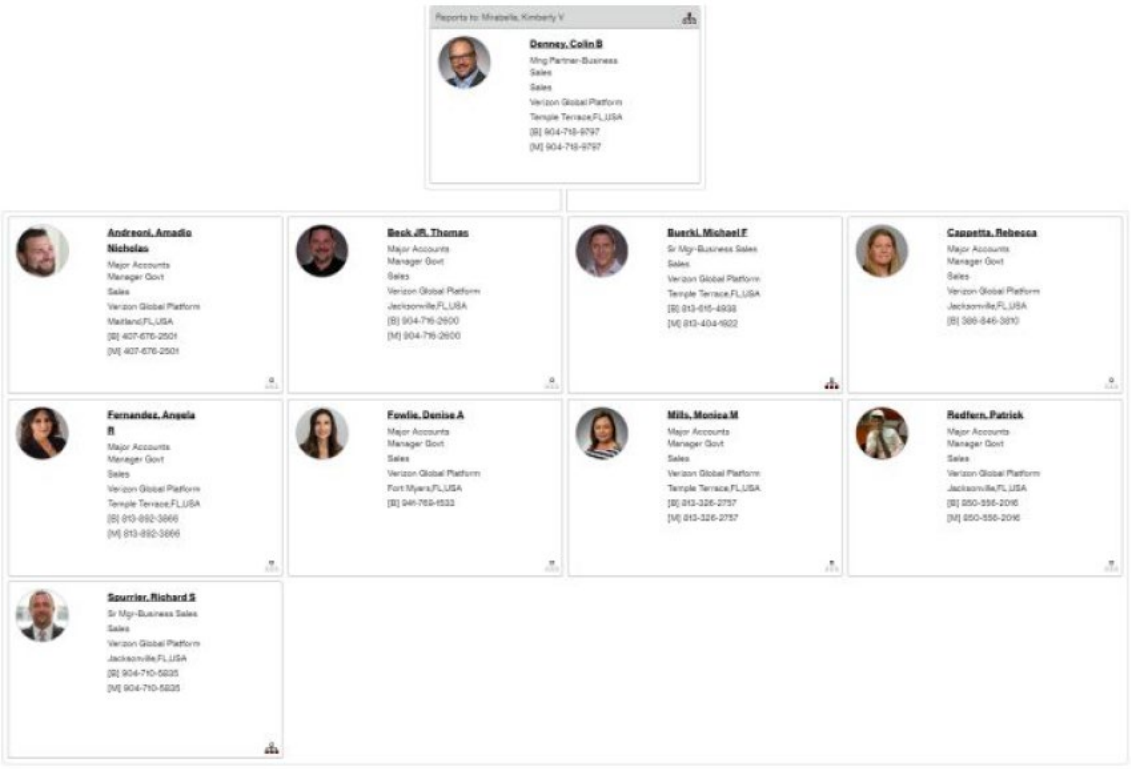
North/Central Florida Government Sales Support



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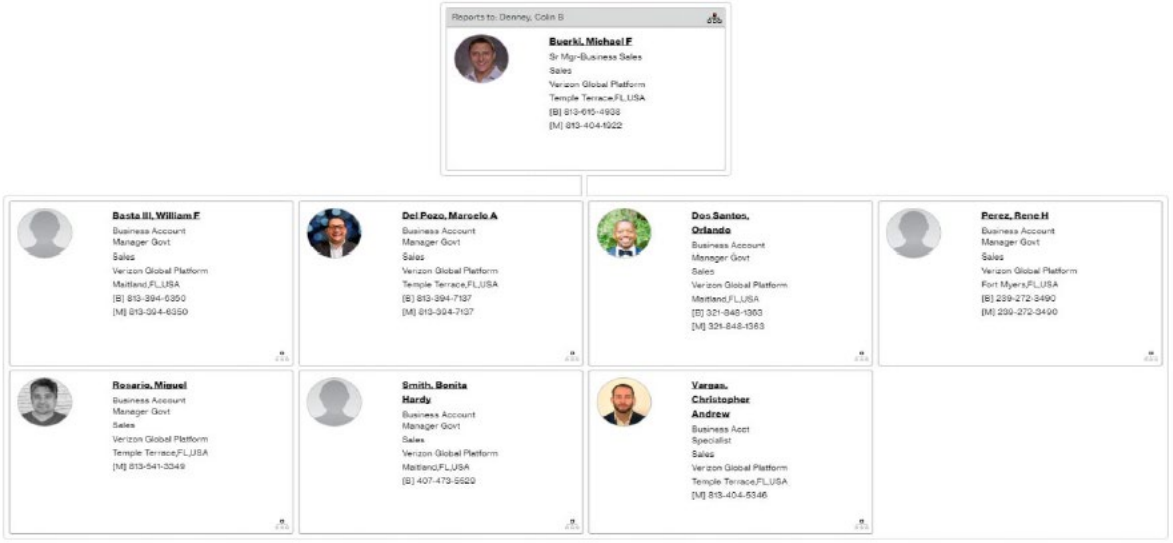
North/Central Florida Government Sales Support



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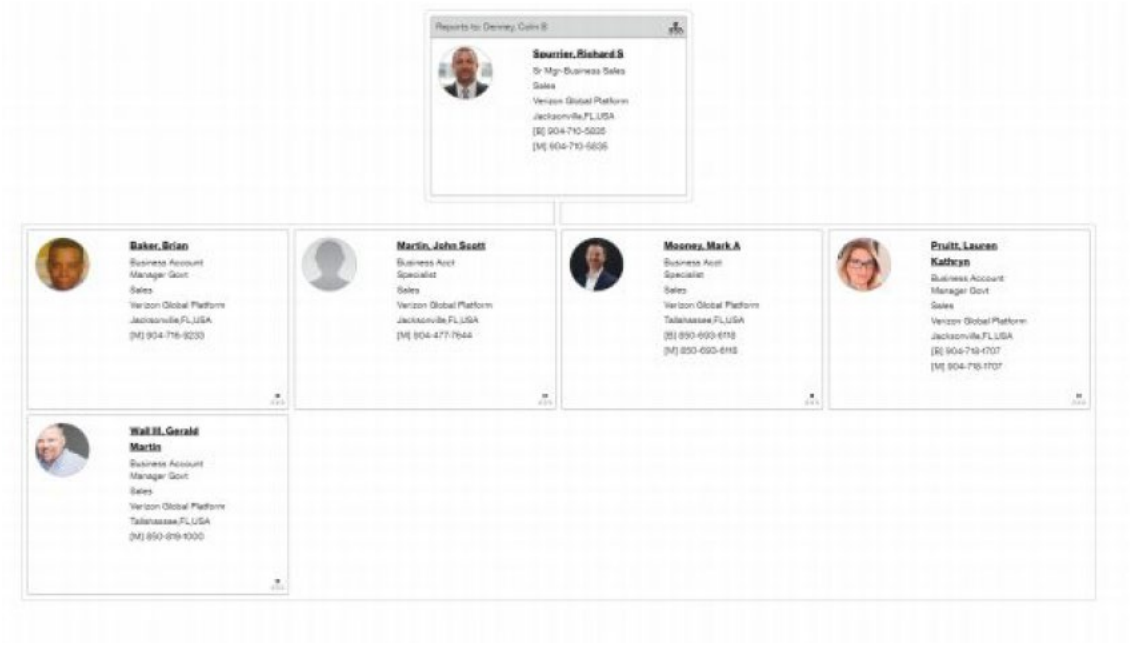
North/Central Florida Government Sales Support



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South Florida Government Sales Support



South Florida Government Sales Support



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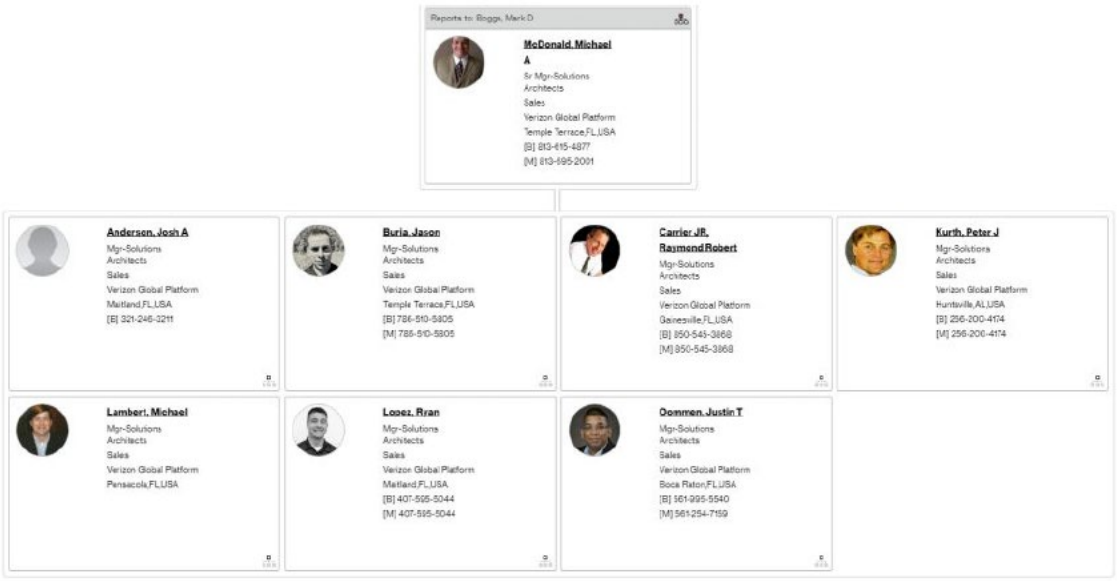
Solutions Architects



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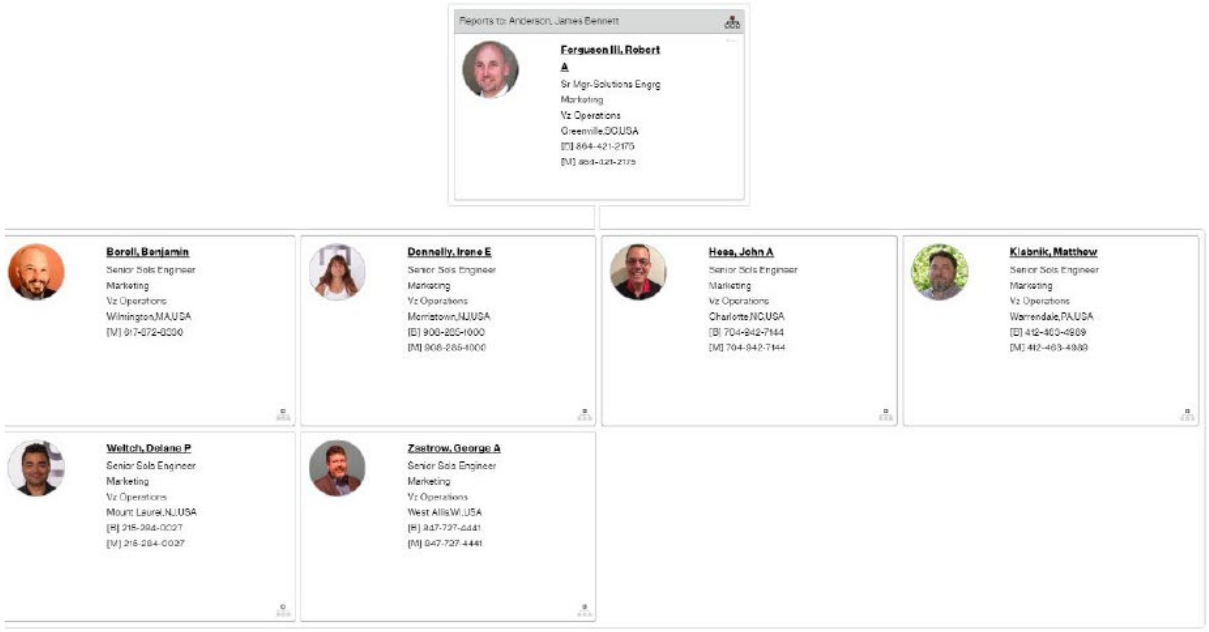
Solutions Engineer



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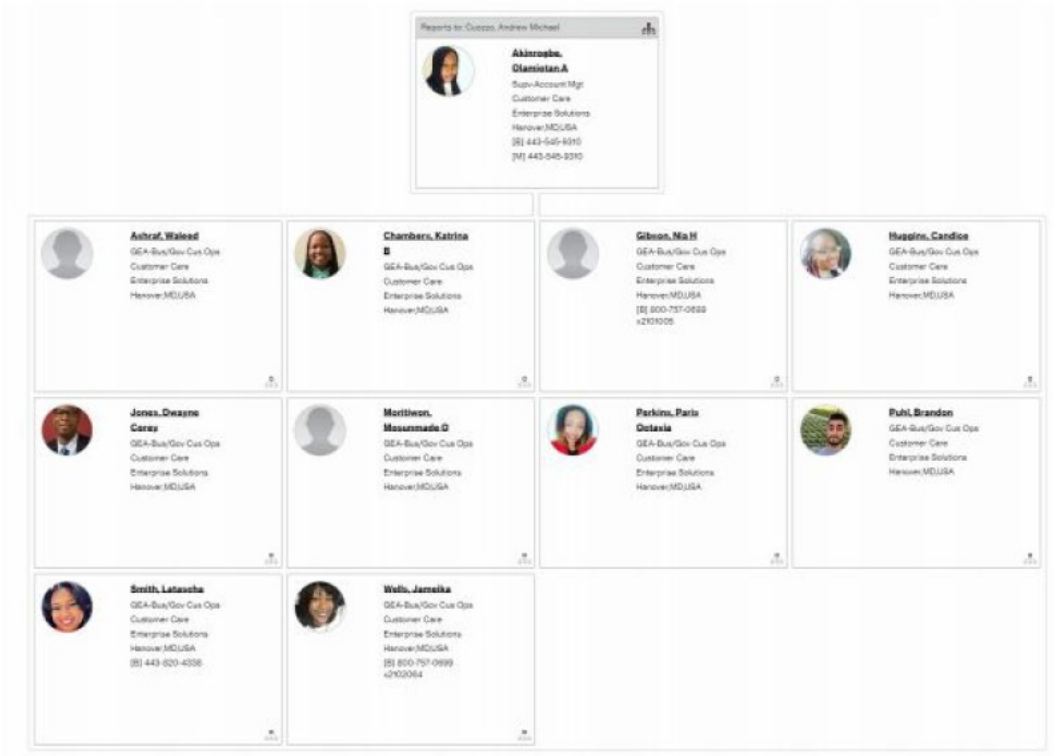
Business Government Customer Operations Support



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Letter of Bondability

MARSH

November 5, 2020

Florida Department of Management Services
4050 Esplanade Way
Suite 335.3Y
Tallahassee, FL 32339-0950

Re: Mobile Communication Services

To Whom It May Concern:

Liberty Mutual Insurance Company, a corporation under the laws of the State of Massachusetts, with an office and place of business 175 Berkeley Street, Boston, MA 02116, represents Verizon Wireless for surety bonding needs.

At the present time, Verizon Wireless is in a position to consider single projects up to $5 within an aggregate limit of $250 Million. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Verizon Wireless. At the request of Verizon Wireless, Liberty Mutual Insurance Company will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Verizon Wireless and Liberty Mutual Insurance Company, and will be subject to Liberty Mutual Insurance Company's standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing. Liberty Mutual Insurance Company assumes no liability to Verizon Wireless, third parties or to you if for any reason Liberty Mutual Insurance Company does not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Erin M. Margelis
FL Non-Resident License Number E095788
Liberty Mutual Insurance Company
A by A. M. Best Financial Size Category XV

SOLUTIONS...DEFINED, DESIGNED, AND DELIVERED.

MARSH & McLENNAN COMPANIES

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State of MARYLAND
County of PRINCE GEORGE'S } ss:

On November 5, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Erin M. Margelis

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/05/2023

Adanna Brathwaite
Notary Public

ADANNA BRATHWAITE
Notary Public-Maryland
Prince George's County
My Commission Expires
November 05, 2023

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201331

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Erin M. Margelis all of the city of Washington, state of District of Columbia each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of November, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

Marsh MSurety POA LMIC OCIC WAIC Multi Co_042019

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Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets	
Cash and Bank Deposits	$778,754,989
*Bonds — U.S Government	2,780,808,610
*Other Bonds	12,645,608,792
*Stocks	16,385,435,431
Real Estate	235,608,378
Agents' Balances or Uncollected Premiums	6,217,983,641
Accrued Interest and Rents	102,273,390
Other Admitted Assets	11,957,106,292
Total Admitted Assets	**$51,103,579,523**

Liabilities		
Unearned Premiums		$8,007,146,482
Reserve for Claims and Claims Expense		21,532,853,787
Funds Held Under Reinsurance Treaties		507,868,920
Reserve for Dividends to Policyholders		1,143,826
Additional Statutory Reserve		125,722,000
Reserve for Commissions, Taxes and Other Liabilities		4,117,460,075
Total		**$34,292,195,090**
Special Surplus Funds	$32,768,443	
Capital Stock	10,000,075	
Paid in Surplus	10,044,978,933	
Unassigned Surplus	6,723,636,983	
Surplus to Policyholders		**16,811,384,434**
Total Liabilities and Surplus		**$51,103,579,524**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T Mikolajewski

Assistant Secretary

S-1262LMIC/a 3/20

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Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Attachment C
Final Service Level Agreements (SLAs)

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Financial Consequences are capped at 4% of the annual revenue. This cap shall exclude all Project Management SLAs (i.e., SLA-D1 through D9).					
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within sixty (60) days from Contract execution, in accordance with SOW subsection 2.1 b) Key staff positions will be filled within one hundred and twenty (120) days of vacancy or within the timeframe established by the Department after a waiver of the one hundred and twenty (120) day requirement, in accordance with SOW subsection 2.1	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	a) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review. b) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review.

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			c) DMS must receive a notification of a vacancy of a key staff position within fourteen (14) days of the vacancy, in accordance with SOW subsection 2.1		c) N/A
	SLA-A2	Final Staffing Organizational Chart	The final Staffing Organizational Chart shall be submitted to the Department no later than thirty (30) days from Contract execution, in accordance with SOW subsection 2.1	$250 per day	The clock stops when an acceptable final Staffing Organizational Chart is provided to DMS. The SLA clock is on hold while DMS reviews.
Services and Devices for Mobile Communication Services	SLA-B1	Network-to-Network Interconnection Failover	Failover successfully accomplished within 500 seconds, in accordance with SOW subsection 3.6	5% of the affected end users' monthly recurring costs (MRC)	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover. In the event there is an IP connectivity failure

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					caused by the Contractor's primary IPSec VPN appliance, the Contractor's network shall failover to their secondary IPSec VPN appliance to maintain connectivity to MFN. The failover in any case shall be accomplished within five-hundred (500) seconds. The failover shall be governed by the BGP routing protocol operating between the MFN and Contractor devices or other as agreed upon by DMS. The financial consequence shall be charged to the Contractor if their primary and secondary VPN appliances fail simultaneously or other Contractor network event which causes a total outage or the VPN appliance failover does not occur in the specified time. The Contractor shall be exempt from this SLA

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					if the MFN primary and secondary VPN appliances fail simultaneously.
	SLA-B2	Network-to-Network Interconnection Performance Upgrade with MyFloridaNet	Required capacity upgrade must be completed within sixty (60) days, in accordance with SOW subsection 3.6	$2,000 per day	The SLA clock starts when an upgrade is needed as shown and documented by the Contractor. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.
	SLA-B3	SLA Compliance Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.18.5	$250 per day	The clock stops when an acceptable SLA Compliance Report is provided to DMS.

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					The SLA clock is on hold while DMS reviews.
	SLA-B4	Escalation Activity Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.19.1	$250 per day	The clock stops when an acceptable Escalation Activity Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-B5	Zero Usage Report	The report will be provided quarterly and provided two (2) Business Days before the January, April, July, and October monthly operational meeting, in accordance with SOW subsection 3.19.2	$250 per day	The clock stops when an acceptable Zero Usage Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-B6	Escalation Procedure Development and Updates	Developed within thirty (30) days of Contract execution, in accordance with SOW subsection 3.19.3 and section 4. Updated within three (3) Business Days of email notification from DMS.	$250 per day until developed or until updated	The clock stops when an acceptable Escalation Procedure Development and Updates are provided to DMS. The SLA clock is on hold while DMS reviews.

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	SLA-B7	Notification, Planned Maintenance	Notification of any planned maintenance must be received twenty-four (24) hours prior to any planned maintenance, in accordance with SOW subsection 3.19.4 and section 4.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically twenty-four (24) hours prior to any planned maintenance for which notice is not provided.
	SLA-B8	Notification, Emergency Maintenance	Notification received at least thirty (30) minutes prior to the emergency maintenance, in accordance with SOW subsection 3.19.4 and section 4 The Contractor shall send a notification to DMS communicating the wireless services is not available in a generalized area, specific to switch locations, within Florida which includes an estimated time for service restoration (if available) within five (5) hours (maximum) from the outage start time. The SLA shall be measured and verified by the Contractor's system.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.

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	SLA-B9	Notification, Unplanned Outage	Notification received within sixty (60) minutes after the discovery of unplanned outage impact, in accordance with SOW subsection 3.19.4 and section 4. The Contractor shall send within sixty (60) minutes (minimum) an electronic notification which informs DMS of an unplanned outage which includes the date, time, and estimated duration of the maintenance. The SLA shall be measured and verified by the Contractor's system.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies sixty (60) minutes after discovery of unplanned outage impact for which notice is not provided.

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	SLA-B10	Migration of Existing MCS Customers	Customer migration will be completed for State agencies within one-hundred and twenty (120) days of completion of the Services Infrastructure Checklist, and will be completed for current MCS OEU Customers within one-hundred and eighty (180) days of completion of the Services Infrastructure Checklist in accordance with SOW subsection 3.23	$3.00 per day, and per wireless data/voice device, until completed	The SLA clock stops for incumbent Contractors when all State agency End-users are identified as either migrated or no longer receiving services from the Contractor.
Contractor Meetings with DMS	SLA-C1	Project Management Monthly Review Meeting	A Project Management Monthly Review Meeting must be conducted within fifteen (15) days upon Contract execution and monthly thereafter, in accordance with SOW subsection 3.25.3.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.
	SLA-C2	Project Implementation Phase - Project Kickoff Meeting	A Project Kickoff Meeting must be conducted within thirty (30) days upon Contract execution, in accordance with SOW subsection 3.25.4.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.

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	SLA-D1	Project Management Plan	A Project Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.2	$250 per day	The clock stops when an acceptable Project Management Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D2	Disaster Recovery Plan	A Disaster Recovery Plan is due within three (3) months of Contract execution, in accordance with SOW subsection 3.26.1.7	$500 per day	The clock stops when an acceptable Disaster Recovery Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D3	Project Status Reports	Project Status Reports must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.3	$250 per day	The clock stops when an acceptable Project Status Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D4	Guides	Guides must be provided within three (3) months of Contract execution and within one (1) week, or as otherwise specified by DMS, upon requested updates, in accordance with SOW subsection 3.26.3	$250 per day	The clock stops when acceptable Guides is provided to DMS. The SLA clock is on hold while DMS reviews.

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	SLA-D5	Project Closure Documentation	Project Closure Documentation must be provided within one (1) month from the close of the Project Implementation Phase, in accordance with SOW subsection 3.26.4	$250 per day	The clock stops when acceptable Project Closure Documentation is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D6	Implementation Plan	A Project Implementation Plan must be provided within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.5.1	$1,000 per day	The clock stops when an acceptable Implementation Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D7	Incumbent Contractor Weekly Migration Report	An Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.b	$1,000 per day	The clock stops when an acceptable Incumbent Contractor Weekly Migration Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D8	Individual Customer Specific Migration Plans	Individual Customer-Specific Migration Plans must be provided within four (4) weeks of written notification of the requirement, in accordance with SOW subsection 3.26.5.2	$250 per day	The clock stops when an acceptable Individual Customer Specific Migration Plans is provided to DMS. The SLA clock is on hold while DMS reviews.

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	SLA-D9	Services Infrastructure Checklist	The Services Infrastructure Checklist must have all items completed and be accepted by the Department and the Contractor within the timeline agreed to in writing in the Implementation and Migration Plan, in accordance with SOW subsection 3.27	$5,000 per day	The clock stops when the Services Infrastructure Checklist is complete. The SLA clock is on hold while DMS reviews.
Public Safety	SLA-E1	Public Safety Service Plans and Devices Report	The Public Safety Service Plans and Devices Report will be provided monthly, two (2) Business Days before the Monthly Operational Meeting, in accordance with SOW section 4.7	$250 per day	The clock stops when an acceptable Public Safety Service Plans and Devices Report is provided to DMS. The SLA clock is on hold while DMS reviews.
Business Operations	SLA-F1	Invoicing to DMS	Complete and accurate invoices to DMS must be submitted no later than the 10th calendar day of the month for services in arrears, in accordance with SOW subsection 5.10. This excludes Direct-Billed Accounts.	$250 per day	The SLA clock stops when the timestamp for when the proper electronic billing file is submitted to the Department.

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	SLA-F2	Application of Billing Credits	Apply each credit by the second available billing cycle after the credit has been determined, in accordance with SOW subsection 5.10 This excludes Direct-Billed Accounts.	$750 per day	The SLA clock stops based upon the timestamp for when the complete and accurate electronic billing file is submitted to the Department.
Direct Ordering and Billing	SLA-G1	Cost Recovery Payment to DMS	An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2	$750 per day	The SLA clock stops the date the check is deposited into the DMS account.
	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 30th of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	$750 per day	The clock stops when an acceptable Direct-Billed Accounts Monthly Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-G3	Direct-Billed Accounts Quarterly Report	A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	$750 per day	The clock stops when an acceptable Direct-Billed Accounts Quarterly Report is provided to DMS. The SLA clock is on hold while DMS reviews.

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Definitions

Access Discount: Government Subscribers are eligible for a 23% access discount on qualified plans and features where noted.

Accessory Discount. Government Subscribers are eligible to receive a 25% discount from the retail price of qualifying accessories.

Discount Eligible Data Feature(s): Any generally available Verizon Wireless data feature with a monthly access fee of $24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.

Discount Eligible Plan(s): Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of $34.99 or higher that does not prohibit discounts.

Early Termination Fees ("ETF"): ETFs are waived for Government Subscribers.

Equipment: Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.

Government Subscriber: An employee of Customer utilizing Wireless Service whose account is set up in Customer's name and for which Customer bears payment responsibility.

Machine to Machine Service ("M2M Service"): M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between select wireless devices, with limited or no manual intervention or supervision.

M2M Line(s): An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer's name and for which Customer bears responsibility.

Network Speeds on the Verizon Wireless Network (4G LTE): Uploads: 2-5 Mbps and Downloads: 5-12 Mbps

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Information about retail plans, options, features, and applications (*i.e.*, those that Verizon Wireless makes generally available to consumers or business customers) and their terms and conditions may be obtained at Verizon Wireless stores, on verizonwireless.com or from Verizon Wireless business sales representatives. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. As detailed in the contract, rates, charges and fees, listed in Pricing Index may be changed following the formal Amendment process Verizon Wireless may discontinue any retail plans, options, features and applications for new activations without notice. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchase at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

Subsidized Equipment: Equipment purchased at Verizon Wireless government matrix and/or government promotional price. Subsidized Equipment must be active for 24 months or more before being eligible to be upgraded. In the event a Customer purchases a subsidized device and the Customer terminates services early, or moves to a lesser price plan or disconnects the devices from the Contractor's network within twenty-four (24) months of the device activation, the Contractor may bill the Customer for the unpaid portion of the subsidized amount of the device.

Term of Lines ("Line Term"): The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (usually 2 years). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service

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continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

ThingSpace Mange: ThingSpace Manage ("ThingSpace") provides Customer with the ability to remotely monitor and manage its M2M/IoT devices. If Customer desires to access and use ThingSpace, it must so request in writing, and Verizon Wireless shall provision ThingSpace on Customer's account. Applicable rates and charges, if any, shall be set forth in this Addendum. ThingSpace set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of ThingSpace are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless retains full and exclusive ownership of all intellectual property rights associated with the ThingSpace including any alterations, modifications, improvements and derivative works thereof.

Legacy Pricing. All custom plans and features excluding machine-to-machine plans existing under the Agreement prior to the Effective Date of the Agreement ("Legacy Plans"), shall be retired and will no longer be available for new line activations, lines changing plans or lines upgrading Equipment. Verizon Wireless will allow Customer's existing Government Subscribers who are currently on such Legacy Plans to continue at the pricing, terms and conditions contained in such Legacy Plans until the Government Subscriber either changes plans or upgrades Equipment.

Wireless Service: Each and every radio service provided directly or indirectly by Verizon Wireless.

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STATE OF FLORIDA CUSTOM PER UNIT PLANS AND FEATURES

Custom State of Florida Nationwide Voice Per Minute Calling Plan			
The calling plan below reflects the monthly access charge discount. No additional discounts apply.			
200 Text/Picture/Video Message Option 600 Mobile to Mobile Minutes (82587)		No Domestic Roaming or Long Distance Charges 600 Night and Weekend Minutes (72711)	
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Anytime Voice Allowance Minutes Per Month	Voice Per Minute Rate
(86680)	$0.00	0	$0.049
Optional Features			
Text, Picture & Video Messaging	Per the applicable Custom State of Florida SMS/MMS Per Message Feature rate		
Domestic Data Sent or Received	$1.99 per MB or per Data Package		
Unlimited Domestic Push To Talk Plus	$10.00		

Notes: 4G Basic handset devices Only. See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. Must request SMS and/or MMS option to receive 200 included Text/Picture/Video messages option. PTT Plus service requires; PTT Plus feature, PTT Plus enabled device, and PTT Plus coverage. Subscribers must supply their own authenticated Equipment (CPE) to be activated on these plans or may purchase equipment at full retail price. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.

Custom State of Florida Nationwide Machine to Machine (M2M) Per Megabyte Calling Plan			
The calling plan below reflects the monthly access charge discount. No additional discounts apply.			
Data for Telemetry (M2M) devices only		This plan may NOT be used for email	
SOFL Plan Number	Machine to Machine (M2M) Monthly Access Charge Per Line	Domestic Megabytes (MB) Allowance Per Month	Data Per Megabyte Rate
86693	$0.00	0	$0.099

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Subscribers must supply their own authenticated Equipment (CPE) to be activated on these plans. Machine-to-machine coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.
Current data coverage details and additional plan information can be found at www.verizonwireless.com.
Only Customer-provided, 4G-capable machine-to-machine devices may be activated on this plan.
If the voice block feature is removed, subscribers will be charged $0.049 per minute for voice calls.

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4G Basic Phone Push to Talk Plus (PTT+) Only Plan: Government Subscribers Only

	Push to Talk Plus Only Plan
Monthly Access Charge	$10.00
Domestic Anytime Voice Minutes Per Month	0
Push to Talk Plus	Unlimited
Domestic Voice Per Minute Rate	$0.049
Data Sent or Received	$1.99 per MB or per data package[1]

Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Data usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.

Push to Talk Plus is only available in the United States. This price plan can only be used with a 3G Basic or 4G Basic PTT+ capable device.

See attached Calling Plan and Feature Details for important information about calling plans, features and options. If the voice block feature is removed, subscribers will be charged $0.049 per minute for non-Push to Talk Plus voice calls. (94976)

4G Smartphone Phone Push to Talk Plus (PTT+) Only Feature: Government Subscribers Only

	Push to Talk Plus Only Feature
Monthly Access Charge	$10.00
Domestic Anytime Voice Minutes Per Month	0
Push to Talk Plus	Unlimited
Domestic Voice Per Minute Rate	per voice/data plan
Data Sent or Received	per data package[1]

Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Data usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.
Push to Talk Plus is only available in the United States. This price plan can only be used with a 3G Basic or 4G Basic PTT+ capable device.

See attached Calling Plan and Feature Details for important information about calling plans, features and options.

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State of Florida Nationwide Voice Calling Share Plans: Basic Phones Only Government Subscribers Only **The calling plans below reflect the monthly access charge discount. No additional discounts apply.**		
Monthly Access Charge (shared minutes)	**$14.99**	**$29.99**
Shared* Domestic Anytime Voice Minutes Per Month	**200**	**500**
Overage Rate per minute	$0.06	
Domestic Night & Weekend Minutes	Unlimited	
Domestic Mobile to Mobile Minutes	Unlimited	
Domestic Long Distance	Included	
Domestic Data (data can be blocked)	$1.99 per MB or per data package 4G data blocked. Data package must be selected.	
OPTIONAL FEATURES		
500 Domestic Text, Picture & Video Messages	$0.00 SMS: $0.10 outbound/$0.02 inbound/overage MMS: $0.25 per Picture or Video Message/overage	
Unlimited Domestic Push-to-Talk Plus (PTT+)	$2.00 (device dependent)	
Unlimited Domestic Picture & Video Messages (SMS/MMS)	$10.00	
Notes: Coverage area includes the Verizon Wireless 4G network; and the 3G and Extended partner networks, while available. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Voice minutes can share with Nationwide voice and/or voice & data bundle plans that are eligible for sharing. Voice block may be added to these plans to accommodate PTT+ only. **Profile Share- Voice Sharing**: At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.		

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State of Florida Nationwide Voice Calling Share Plans: Smartphones Only Government Subscribers Only **The calling plans below reflect the monthly access charge discount. No additional discounts apply.**		
Monthly Access Charge (shared minutes)	**$14.99**	**$29.99**
Shared* Domestic Anytime Voice Minutes Per Month	**200**	**500**
Overage Rate per minute	$0.06	
Domestic Night & Weekend Minutes	Unlimited	
Domestic Mobile to Mobile Minutes	Unlimited	
Unlimited Domestic Picture & Video Messages (SMS/MMS)	Included	
Domestic Long Distance	Included	
Domestic Data	Data package must be selected.	
OPTIONAL FEATURE		
Unlimited Domestic Push-to-Talk Plus (PTT+)	$2.00 (device dependent)	

Notes: Coverage area includes the Verizon Wireless 4G network; and the 3G and Extended partner networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 5G Nationwide or 4G HD voice-capable smartphones, except that existing lines on 3G smartphones may change to this plan while 3G service is available. See attached Calling Plan and Feature Details for important information about calling plans, features and options.

*Voice minutes can share with Nationwide voice and/or voice & data bundle plans that are eligible for sharing. Voice block may be added to these plans to accommodate PTT+ only.

Profile Share- Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

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WIRELESS VOICE

Custom State of Florida Nationwide Voice Calling Plans				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
Unlimited National Mobile to Mobile Calling Minutes No Domestic Roaming or Long Distance Charges		Unlimited Night & Weekend Minutes		
SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Voice Roaming (Canada and Mexico)
(86195)	250	$25.75	$0.052	$0.69
(86196)	600	$36.05	$0.052	$0.69
Data Sent or Received		$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 5G Nationwide or 4G HD voice-capable smartphones, except that existing lines on 3G smartphones may change to this plan while 3G service is available. *Overage Rate applies after allowance. 4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

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WIRELESS DATA

Custom State of Florida Mobile Broadband Data Plans*				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS Messaging
86226	$20.60	500MB	$0.00849per MB	Included
86227	$25.75	1,000MB		
86229	$36.05	Unlimited*	N/A	

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 5G Nationwide or 4G mobile broadband devices, except that existing lines on 3G mobile broadband devices may change to these plans while 3G service is available. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice. Can be added to voice plans with a monthly access fee of $14.99 and above. *Router devices cannot be activated on these plans.

Custom State of Florida Smartphone Data Feature Packages				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
Data for Smartphone devices only				
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS messaging
77294/ 79789	$15.45	500MB	$0.00849 per MB	Included*
(77295 and 79790)	$20.60	1,000MB		
Exhibit (79740 79791)	$23.69	2,000MB		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. Current coverage details and additional feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. This feature can only be added onto: SOFL PPlan's 86192-86197. Lines activating on this feature must be on 5G Nationwide or 4G HD voice-capable smartphones. 4G service requires 4G equipment and 4G coverage.
*Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans.
May only be added to a voice plan with a monthly access fee of $14.99 and above.

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Custom State of Florida Smartphone Unlimited Data Feature Package				
The calling plan below reflects the monthly access charge discount. No additional discounts apply.				
Data for Smartphone devices only				
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS messaging with Mobile Hotspot
(79407-4G), (79781-4G	$32.96	Unlimited*	N/A	Included**

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage. Current coverage details and additional feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. This feature can only be added onto: SOFL PPlan's 86192-86197. Lines activating on this feature must be on 5G Nationwide or 4G HD voice-capable smartphones. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice **Not available when bundled with the State of Florida Nationwide Custom Pooled Voice Services Plans. May only be added to a voice plan with a monthly access fee of $14.99 and above.

Custom State of Florida 4G Mobile Broadband Data Share Plans for Tablets Government Subscribers Only					
These plans are Not eligible for monthly access discounts.					
Monthly Access Fee	**$10.00 (99775)**	**$18.00 (31781)**	**$22.00 (36656)**	**$35.00 (36659)**	**$50.00 (36660)**
Domestic Shared Data Allowance	250 MB	1 GB	2 GB	5 GB	10 GB
Data Overage Rate	$9.97 per GB				

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Lines activating on these plans must be on 4G tablets except that existing lines on 3G tablets may change to these plans while 3G service isavailable.

Data Sharing (Domestic Only): Account Share. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

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Custom State of Florida Unlimited Mobile Broadband Data Plans

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate
86229	$36.05	Unlimited*	N/A

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice. Routers cannot be activated on this plan.

Public Sector Mobile Broadband Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge	$34.99 (90237)	$59.99 (90240)	$99.99 (90241)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only.

Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. New activations on these service plans require 4G LTE devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other.

Flexible Business Plans For Basic & Smartphones

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Basic Phones*	Smartphones[1]				
Monthly Access Fee	$35.00 (92731)	$65.00 (92732)	$75.00 (92736)	$85.00 (92737)	$95.00 (92738)	$105.00 (92740)
Monthly Access Fee less discount	$26.95	$50.05	$57.75	$65.45	$73.15	$80.85
Shared Data Allowance	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage	$10.00 per GB					
Mobile Hotspot[2]	Included					
Monthly Anytime Minutes	Unlimited					
Messaging Allowance[3]	Unlimited Domestic and International Messaging					
Optional Features						
Domestic Push to Talk Plus	Additional monthly access fee per line $5.00 per line					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. No Domestic Roaming or Long Distance Charges. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

* Basic phones may only be added to an account with at least 1 Smartphone (bill account level).

1. Access to corporate email using BlackBerry Enterprise Server (BES) is available for an additional $15.00 per line.
2. Mobile Hotspot is available on all capable devices and allows you to use your device and share data allowance with multiple Wi-Fi enabled devices.
3. Unlimited Messaging from within the United States to anywhere in the world where messaging services are available.

Data Sharing: Lines activated on these plans can only share with other lines on these plans and with lines on the Flexible Business Plans for Data Devices. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

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Flexible Business Plans For Data Devices

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Devices	Connected Devices, Tablets, Netbooks, Notebooks	Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices				
Monthly Access Fee	$5.00 (92739)	$10.00 (92741)	$35.00 (92742)	$45.00 (92744)	$55.00 (92745)	$65.00 (92746)	$75.00 (92747)
Monthly Access Fee less discount	$5.00	$10.00	$26.95	$34.65	$42.35	$50.05	$57.75
Shared Data Allowance	1 MB	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	$10.00 per GB						

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.
Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Flexible Business Plans For Data Devices - Connected Device / Internet with Voice

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Device*	Broadband Router				
Monthly Access Fee	$5.00 (94532)	$65.00 (94495)	$75.00 (94496)	$85.00 (94497)	$95.00 (94500)	$105.00 (94504)
Monthly Access Fee less discount	$5.00	$50.05	$57.75	$65.45	$73.15	$80.85
Shared Data Allowance	1 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Domestic Data Overage Rate	$10.00 per GB					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.
Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

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Flexible Business Plans For Data Devices - Connected Device / Internet with Voice The calling plans below reflect the monthly access fee discount. No additional discounts apply.						
	Connected Device*	Broadband Router				
Monthly Access Fee	$5.00 (94532)	$65.00 (94495)	$75.00 (94496)	$85.00 (94497)	$95.00 (94500)	$105.00 (94504)
Monthly Access Fee less discount	$5.00	$50.05	$57.75	$65.45	$73.15	$80.85
Shared Data Allowance	1 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Domestic Data Overage Rate	$10.00 per GB					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.
Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Custom State of Florida Nationwide Wireless Smartphone Data Plan with Mobile Hot Spot			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
Data for Smartphone devices only			
Monthly Access Charge Per Line	Domestic Data Allowance with Mobile Hot Spot (MHS)	Nationwide Calling Rate	Unlimited Domestic Mobile to Mobile, Nights and Weekends, and SMS and MMS Messaging
$35.99 (93445)	Unlimited*	$0.052 per minute	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice

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Mobile Broadband Machine to Machine (M2M) Share Group 1 Plans - Low Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Shared Data Allowance Per Month	**1 MB** (87640)	**5 MB** (87641)	**25 MB** (87642)	**50 MB** (87643)	**150MB** (87644)
Monthly Access Charge	$5.00	$7.00	$10.00	$15.00	$18.00
Overage Rate Per Megabyte	$1.00				

Mobile Broadband Machine to Machine (M2M) Share Group 2 Plans - High Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Data Allowance Per Month	**250 MB** (87645)	**1 GB** (87646)	**5 GB** (87647)	**10 GB** (87648)
Monthly Access Charge	$20.00	$25.00	$38.50	$61.60
Overage Rate Per Megabyte	$0.015			

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Customer may select either the Account Share or Profile Share option on the Mobile broadband Machine-to-Machine (M2M) Share Plans.

Machine to Machine Wireless Backup Router Plan

This Plan is NOT eligible for Monthly Access Fee Discounts.

Monthly Access	**Data Allowance**	**Overage Rate**
$10.00 (86848-4G)	25 MB	$10.00 per GB

Note: This plan is restricted to Verizon Wireless network use only; domestic and international roaming not available.. 4G service requires 4G equipment and 4G coverage. Customer must maintain a minimum of five (5) active M2M Lines to be eligible for this plan. Customer must provide its own Equipment, approved for use on the Verizon Wireless network, when activating service on this plan. Not all wireless routers can be provisioned on this plan.

This plan is approved for use as a backup solution for business continuity only and may not be used for primary connectivity. Verizon Wireless reserves the right to migrate lines on this plan to the standard 5 GB M2M Plan if usage on a line provisioned on this plan exceeds one GB for three consecutive bill cycles.

Public Sector Mobile Broadband Machine to Machine (M2M) Share Plans:

Government Subscribers Only

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge	$34.99 (90231)	$59.99 (90234)	$99.99 (90235)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only.

Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share with each other.

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Custom Flat Rate Mobile Broadband - Government Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	**$34.99**
Domestic Data Allowance*	Unlimited
Overage Rate per KB	NA
NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Throughput speeds on the Custom Flat Rate Mobile Broadband will be limited up to 600kbps throughout the duration of each billing cycle while on the Verizon Wireless 4G network only. Data speeds are not guaranteed while on Extended or roaming partner networks. Devices utilized in conjunction with the Custom Flat Rate Mobile Broadband plan are limited to mobile (non-stationary) applications. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.	

Custom Mobile Broadband Plan II – Government Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	**$44.99**
Domestic Data Allowance	Unlimited
Overage Rate Per KB	NA
NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Verizon Wireless will limit throughput of data speeds should 30GB of data be used within a given bill cycle. Devices utilized in conjunction with the Custom Mobile Broadband Plan II are limited to mobile (non-stationary) applications. Data speeds are not guaranteed while on Extended or roaming partner networks. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.	

Custom 4G Verizon Unlimited Smartphone Plan for Public Sector Government Subscribers Only The calling plan below reflects the monthly access fee discount. No additional discounts apply.	
Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.	
Monthly Access Fee (Discount Applied)	**$50.05**
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	Unlimited[1]
Domestic Mobile Hotspot	Unlimited[2]
Domestic and International Messaging Allowance	Unlimited[3]
Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. (1) In the event of network congestion, after 22GB of data usage on a line during any billing cycle, usage on such line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. (2) Mobile Hotspot is available on all capable devices and allows Corporate Subscribers to use their device and share data allowance with multiple Wi-Fi enabled devices. If 10GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. (3) Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com. (13656)	

The "Custom 4G Unlimited Smartphone Plan for Public Sector – State of Florida Government" is eligible to use Travel Pass SPO code 383.

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Custom Business 5G Ultra Wideband Bolt-On Feature **Government Subscribers Only** **Not eligible for discounts.**	
Monthly Access Fee	$10.00
Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, where available. Current coverage details can be found at www.verizonwireless.com/5G. This feature is only available to 5G UWB capable smartphones on Custom Unlimited Business Plan for Smartphones. (13656)	

4G Business TravelPass Feature[1,::]: Custom 4G Verizon Unlimited Smartphone Plan for Public Sector Government Subscribers Only Rates are not eligible for discounts.	
Canada and Mexico Daily Rate[2]	**$5.00 (SPO 383)**
Rest of World Daily Rate[2,3]	**$10.00/day**
Non-Travel Pass Countries[4]	Pay As You Go Rates
Notes: [1]This feature requires a 4G LTE GSM/UMTS global-capable device. [2]The daily rate covers a 24-hour time period. [3]For eligible countries, [4]non-TravelPass country rates and additional information, see attached International services pricing for further details. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This feature can only be added to lines activated on the following plan Custom 4G Verizon Unlimited Smartphone Plan for Public Sector (13656) under this Agreement. This is a commercially available feature which is subject to availability and change.	

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International Options Monthly Features: Mexico and Canada					
The calling features below reflect the monthly access fee discount. No additional discounts apply.					
International Options Monthly Features: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee	$10.00 (SPO 428)	$20.00 (SPO 426)	$15.00 (SPO 441)	$30.00 (SPO 425)	$25.00 (SPO 443)
Monthly Access Fee less discount	**$10.00**	**$20.00**	**$15.00**	**$22.50**	**$18.75**
Voice Overage Rate	Pay Go		$0.10/minute		$0.05/minute
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB	1 GB
Data Overage Rate After Allowance[2]	$10.00/100 MB				$20.00/1 GB
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming	500 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.10/Sent Message		$0.05/Sent Message

Notes: . [1]The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..

This is a monthly feature and will be removed from the account one month after being added to an account.

International Options Monthly Features : 140+ Countries				
The calling features below reflect the monthly access fee discount. No additional discounts apply.				
International Options Monthly Features: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee	$25.00 (SPO 431)	$50.00 (SPO 433)	$40.00 (SPO 445)	$85.00 (SPO 423)
Monthly Access Fee less discount	**$18.75**	**$37.50**	**$30.00**	**$63.75**
Voice Overage Rate	Pay Go		$0.25/minute	
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance[2]	$25.00/100 MB			
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.25/Sent Message	

Notes: . [1]The data allowance applies in 140+Countries, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..

This is a monthly feature and will be removed from the account one month after being added to an account.

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International Options Monthly Recurring Features: Mexico and Canada

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Recurring Features: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee	$10.00 (SFO 427)	$20.00 (SFO 446)	$15.00 (SFO 434)	$30.00 (SFO 424)	$25.00 (SFO 442)
Monthly Access Fee less discount	**$10.00**	**$20.00**	**$15.00**	**$22.50**	**$18.75**
Voice Overage Rate	Pay Go		$0.10/minute		$0.05/minute
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB	1 GB
Data Overage Rate After Allowance[2]	$10.00/100 MB				$20.00/1 GB
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming	500 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.10/Sent Message		$0.05/Sent Message

Notes: [1]The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..

This is a recurring feature and will remain on the account until removed.

International Options Monthly Recurring Features: 140+ Countries

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Recurring Features: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee	$25.00 (SFO 412)	$50.00 (SFO 432)	$40.00 (SFO 444)	$85.00 (SFO 422)
Monthly Access Fee less discount	**$18.75**	**$37.50**	**$30.00**	**$63.75**
Voice Overage Rate	Pay Go		$0.25/minute	
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance[2]	$25.00/100 MB			
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.25/Sent Message	

Notes: [1]The data allowance applies in 140+ Countries, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..

This is a recurring feature and will remain on the account until removed.

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Global Data Optional Features				
The Data Packages are eligible for monthly access fee discounts and promotions, when available.				
Monthly Access Fee	Allowance	Rate per MB (Canada)	Rate per MB (Mexico)	Rate per MB (Rest of the World)
N/A	N/A	$2.05/MB	$5.12MB	$20.48/MB
Notes:. See Calling Plan Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance. See attached International services pricing for further details.				

SingleRate for Enterprise Domestic Shared Business Email and Messaging with International Travel Voice, Email, and Messaging Government Subscribers Only This plan is not eligible for monthly access fee discounts.		
Monthly Access Fee	**$65.00 (4G) 95266**	**$85.00 (4G) 95268**
Monthly Domestic Voice Allowance in US/Canada/Mexico	Unlimited	Unlimited
Domestic Data Allowance in U.S. (with Sharing)	2 GB	3 GB
Domestic Data Overage Rate	$10.00 per GB	$10.00 per GB
Mobile Hotspot*	Included	Included
Domestic and International Travel Messaging Allowance†	Unlimited	Unlimited
International Travel Voice Allowance (ROW)**	120 Minutes	180 Minutes
International Travel Voice Overage Rate	$0.40 per minute	$0.30 per minute
International Travel Data Allowance††	1 GB	1 GB
International Travel Data Overage Rate	$45.00 per GB	$40.00 per GB
International Long Distance – Toll Free	Included	Included
Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Domestic coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only a 4G LTE GSM/UMTS global-capable smartphone can be activated on these plans. ††The international travel data allowance applies in Canada, Mexico, and the **rest of the world (ROW), where coverage is available; aircraft and cruise ship data usage is not included. To see supported countries, go to www.verizonwireless.com/international. *Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices. International travel voice minutes and international travel data allowances do not share. †Prevailing rates apply to all other messaging types. Verizon Wireless reserves the right to terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to the customer. **Data Sharing (Domestic Only) Profile Share:** Lines on the same profile can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.		

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ADDITIONAL WIRELESS FEATURES

Custom State of Florida SMS/MMS Messaging Features			
The calling features below reflect the monthly access charge discount. No additional discounts apply.			
Text, Picture or Video Messaging for Conventional (Basic) and Smartphone devices only			
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Message Allowance	Overage Rate
77328	$2.00	300 messages	$0.05 per message
77341	$3.00	500 messages	
77329	$7.00	Unlimited	N/A
Text Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Overage Rate applies after allowance. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received, see attached International services pricing for further details.;. **Multi-Media Messaging (MMS):** Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are $0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Messaging features are available to all Basic and Smartphone voice, and voice and data bundles.			

Custom State of Florida Field Force Manager Features			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
Conventional (Basic) Phone or Smartphone			
	Limited	Basic	Pro*
Monthly Access Charge	$9.99 per user (75681 for Basic and Smartphone)	$20.00 per user (76722 - Basic) (76637 – Smartphone)	$25.00 per user (76723 - Basic) (76638 – Smartphone)
Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Field Force Manager (”FFM”) Features may only be added onto a Custom State of Florida calling plan with a monthly access fee of $20.00 or higher. Data plan required. Requires a minimum 500 MB Data Package for Smartphones. FFM is available on select devices only. *FFM Pro is not available on all devices. If the Block Voice Feature is removed, a per minute rate of $0.25 shall apply for all voice calls. Downloading the FFM application requires approximately 2 MB (megabytes) of data.			

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Push to Talk Plus License (PTT+): Government Subscribers Only	
Push to Talk License licenses are not eligible for any further discounts.	
Product	**Monthly Access**
Tablet	$3.75
Inter-carrier (only any device)	$3.75
3rd Party Web (HTML) API Client	$3.75
Dispatch (License) Windows PC with PTT and mapping	$22.50
Notes: . See attached Calling Plan and Feature Details for important information about calling plans, features and options**.** Push to Talk license only. Push to Talk Plus requires PTT+ capable device.	

Land Mobile Radio (LMR) for PTT+ : Government Subscribers Only Push to Talk Plus service is required.	
LMR licenses are not eligible for any further discounts.	
Product	**Monthly Access**
LMR Channel per account	$0.00
Notes: Customer may have multiple channels.	
LMR FEATURE Only (When added to a Basic/Smartphone Device with PTT+)	
Basic/Smartphone Devices (FEATURE)	$4.50 (85280)
Notes: LMR cannot be added to any device without Domestic Push to Talk Plus. Push to Talk Plus requires PTT+ capable device.	
LMR License bundled with PTT+ License	
Tablet	$8.25
Inter-carrier (any device)	$8.25
3rd Party Web (HTML) API Client	$8.25
Notes: . See attached Calling Plan and Feature Details for important information about calling plans, features and options**.** Land Mobile Radio (LMR) Interoperability works with all PTT+ capable devices. To use PTT+, Customer needs a PTT+ feature (or a software license for tablets and dispatch) and a PTT+ compatible device. An Internet Protocol (IP) link is required to connect Verizon's PTT+ service with the customer's LMR network through the "IP Gateway". By purchasing the Land Mobile Radio for PTT+ Customer consents to the tracking of Land Mobile Radio for PTT+ equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data.	

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PTT+ LMR Interoperability Deployment Services.

The below services provide for the integration and deployment of Verizon PTT+ with a customer's LMR network based on either a ROIP (Radio Over IP) or ISSI (Inter Sub-System Interface) LMR network architecture.

Radio Over Internet Protocol (ROIP) and Inter Sub-System Interface (ISSI) Virtual Deployment							
Additional Discounts Not to Apply for Virtual Deployments.							
***Virtual Deployment type**	**Price** **Software Plan Id and Description**	**Provided Via Email**	**Provided Via Phone**	**Project Management**	**Configuration of Equipment**	**Testing of Equipment**	**Up to 4 Talk Groups**
Onetime Fee							
ROIP Assisted Virtual Deployment	$2,500 623458: PTT+/LMR Assisted Install: ONE TIME	Included	Not Included	Not Included	Not Included	Not Included	Not Included
Onetime Fee							
ROIP Managed Virtual Deployment	$8,000 623459: PTT+/LMR Managed Remote: ONE TIME	Included	Included	Included	Included	Included	Included
Onetime Fee							
ISSI Managed Virtual Deployment	$25,000 623461: PTT+/LMR Managed Plus P25: ONE TIME	Included	Included	Included	Included	Included	Included

Note: ***Customer must select a type of Virtual Deployment; selection cannot be mixed and/or matched.** Customer must also purchase separately a ROIP gateway and cables. Customer must physically install the gateway and provide Virtual Private Network ("VPN") connectivity to the gateway. In addition, Customer must purchase an associated Land Mobile Radio ("LMR") feature and associated authorizations.

Virtual Deployments include on-boarding one single facility, accessible by Customer site to site VPN (Verizon Wireless will not go on-site for any Virtual Deployment).

Warranty: Verizon Wireless makes no warranties, express or implied, with respect to ROIP or ISSI Virtual Deployment which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of ROIP or ISSI Virtual Deployment cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY.

ROIP Assisted Virtual Deployment
Customer Requirements:

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Physical Installation and configuration.	Access to add network elements to Customer's network (IT administration).
VPN turn up capability (IP Network expertise).	Purchase and configure ROIP Gateway(s) and cables for connected LMR.
Assign a single point of contact.	Provide mobile radio for connectivity to each channel connected to ROIP Gateway(s).
Assign individual to receive and program ROIP Gateway(s) (The customer must have an acute knowledge on how to program land mobile radio equipment).	Provide VPN peer details.

Virtual Deployment provided: ROIP Assisted Virtual Deployment is only provided via email. Requests for deployment assistance can be reached at KODVZLMRSupport@motorolasolutions.com.

ROIP Assisted Virtual Deployment ends once a successful configuration and functional test occur:

A successful configuration for ROIP and ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group Mobile Directory Number's (MDN) ordered and recorded

A successful functional test occurs when based on the following criteria:

RoIP Virtual Deployment:

- Verizon Push to Talk (PTT) Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

ISSI Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon Push to Talk Plus Service handsets when LMR User is speaking

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment

Virtual Deployment Includes:

Working with Customer to engineer network segments for ROIP	Engage with Customer on VPN solution completion
Develop milestones	Verify Customer is configured in PTT Plus Service
Project manage critical milestones	Finalize ROIP Gateway tuning settings including latency and call setup timers based on Customer's network.
Present final design	Validate all configuration steps of the IP Gateway
Define technical parameters for VPN	Configure ROIP Gateway(s)

Requests for managed deployment assistance can be reached at:
Phone Requests: (469) 476-0820

Email Requests: KODVZLMRSupport@motorolasolutions.com.

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Customer Requirements: Customer shall be required to do the following:

Assign a project Single Point of Contact.	Provide mobile / portable radio for connectivity to each channel connected to ROIP Gateway(s).
Backhaul Technology Selection.	Manage schedule and report availability for turn up.
Provide VPN Peer Details.	Approve necessary authorizations to be billed to the account.
Order IP Gateway.	Review designs.
Complete Site Survey Web Form.	Provide resulting LMR Group MDN authorization numbers assigned in Enterprise Contact Management (ECM) Tool to Verizon.
Physical Installation.	Approve the one-time Virtual Deployment charges for managed install.
Build Talk Groups in PTT+ online portal Enterprise Contact Management (ECM), including ROIP Gateway authorization.	Configure VPN on local network to data center.
Assign single point of contact for VPN configuration.	Customer to confirm the required networking elements completed.
Assign individual to receive ROIP Gateway(s).	Configure network elements as needed (if sourced as a part of project).
Access to add network elements to Customer's network.	Test and successfully complete calls between Push to Talk Plus Service and the LMR network.
Purchase separately ROIP Gateway(s) and cables for connected LMR.	

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment end once a successful configuration and functional test occur:

A successful configuration for ROIP or ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group MDN(s) ordered and recorded

A successful functional test occurs when based on the following criteria:

RoIP Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

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ISSI Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon PTT Plus Service handsets when LMR User is speaking

Name ID Features **The features below reflect the monthly access charge discount. No additional discounts apply**	
Feature	**Monthly Access**
Share Name ID*	$0.00
Company Name ID	$1.99 per line

Note: Depending upon the service provider and/or carrier to which the called party is subscribed, the called party (terminating device) may or may not be able to view the caller's name. The Call Filter Plus feature is purchased separately.

Company Name ID

- Allows Government customers to display their agency name, number and logo on outbound calls on a line-by-line basis to Verizon Call Filter Plus subscribers. It may also display on other carrier devices.
- The ***Logo display service*** is compatible only with Android Devices.
- Users must be subscribed to the My Business portal to use this feature.

Share Name ID

- A free service that allows Government customers to personalize their name (as per Account Owner's Billing Name) on outbound calls to Verizon Call Filter Plus subscribers. It may also display on other carrier devices. .

1. Users must be subscribed to the My Business portal to use this feature.

Call Filter Plus Service Fees **This feature is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee[1]	$0.75

Notes: Additional feature information is attached hereto . [1]This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter.
Call filter features are billed separately; however, all supported options will appear and cannot be blocked.

Call Filter Free Service **This feature is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee[1]	$0.00

Notes: Additional feature information is attached hereto. [1]This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter. ** 4G LTE GSM/UMTS capable devices, require VoLTE/HD Voice.
Call filter features are billed separately; however, all supported options will appear and cannot be blocked.

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ENHANCED SERVICES AND SOLUTIONS

4G Smartwatch with NumberShare[1] Unlimited Plan - Government This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00 (13413)
Domestic Anytime Minutes	Unlimited
Domestic Data Allowance[2]	Unlimited
Domestic and International Messaging Allowance[3]	Unlimited
Notes: This plan is for use only in the United States on the Verizon Wireless 4G network. When NumberShare is active on a 4G Smartwatch, certain services will not work on the Smartwatch device including: Call Forwarding, No Answer Transfer, Busy Transfer, Caller Name ID, Voicemail (access voicemail on the Smartwatch device by dialing the host smartphone number and pin)), and RingBack Tones. Calls and messages to/from blocked contacts will not be blocked on the Smarthwatch when NumberSharing with a host smartphone. Verizon does not guarantee that NumberShare will work at all times in every situation and the service works only with eligible devices. 1. Only lines on select smartwatches with the NumberShare service can be activated on this plan. Certain conditions must be met prior to activation. This plan can only be used when paired with a Verizon Wireless Smartphone that has unlimited data. 2. Usage may be prioritized behind other customers in the event of network congestion. 3. Unlimited messaging from within the United States to anywhere in the world where messaging services are available.	

Verizon Mobile Device Management (MDM): Government Subscribers Only Verizon MDM is not eligible for the monthly access charge discount. No additional discounts apply.	
Verizon MDM Feature	Access Fee
Enterprise Firmware Over the Air (FOTA) Management[1]	$0.00 (license requirement with service)
Device Diagnostics[2]	$0.99 / per device per month
Broadband Hotspot Management[3]	$1.49 / per device per month **OR** $15.00 / per device per year
Unified Endpoint Management	$1.00 / per device per month **OR** $10.00 / per device per year
Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. MDM supports select devices and operating systems and may require installation of a software agent. MDM features are billed separately; however, all supported options will appear and cannot be blocked. Due to a number of features that require HTML 5, Verizon MDM requires Internet Explorer Version 10 and above to work efficiently. [1] Enterprise Firmware Over the Air (FOTA) Management supports Android devices, including Jetpacks and USB devices. [2] Device Diagnostics supports Verizon Android devices operating on OS 4.0 and higher excluding Apple IOS and Google Pixel/Nexus Devices. [3] Broadband Hotspot Management currently supports the MiFi 7730L, AC791L, Jetpack MiFi 6620L, and USB730L.	

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MobileIron Enterprise Mobility Management License Fees

On-Premise (Core)

(Minimum 500+ MI Core Licenses Required for initial order/installation)

A discount has been applied. MobileIron Licenses and Installation services are not eligible for any further discounts.

On-Premise (Core) (Software Subscription License)

Annual Subscription License Bundle per Device with Direct Support				Annual Subscription License Bundle per User with Direct Support (**3 Devices per User**)		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Silver	MobileIron Core (on-premise) EMM Silver Bundle per Device SKU: MICore Silver Per Device	$3.00	$36.00	MobileIron Core (on-premise) EMM Silver Bundle per User SKU: MICore Silver Per User	$4.50	$54.00
Gold	MobileIron Core (on-premise) EMM Gold Bundle per Device SKU: MICore Gold Per Device	$4.50	$54.00	MobileIron Core (on-premise) EMM Gold Bundle per User SKU: MICore Gold Per User	$6.75	$81.00
Platinum	MobileIron Core (on-premise) EMM Platinum Bundle per Device SKU: MICore Platinum Per Device	$5.63	$67.50	MobileIron Core (on-premise) EMM Platinum Bundle per User SKU: MICore Platinum Per User	$8.63	$103.50

On-Premise (Core) (Software Perpetual License)

Annual Subscription License Bundle per Device and Direct Support					Annual Subscription License Bundle per User and Direct Support (**3 Devices per User**)			
Type	Description/SKU	Monthly Cost	Annual Cost	One-Time Cost	Description/SKU	Monthly Cost	Annual Cost	One-Time Cost
Silver License	MobileIron Core (on-premise) EMM Silver per Device Perpetual License SKU: MICore Silver Per Device Perpetual License	-	-	$56.25	MobileIron Core (on-premise) EMM Silver per User Perpetual License SKU: MICore Silver Per User Perpetual License	-	-	$82.50
Silver Support **(REQUIRED)**	Maintenance Support for MobileIron Core (on-premise) EMM Silver per Device Perpetual License SKU: Maintenance Support MICore Silver Per Device Perpetual License	$0.94	$11.25	-	Maintenance Support MobileIron Core (on-premise) EMM Silver per User Perpetual License SKU: Maintenance Support MICore Silver Per User Perpetual License	$1.38	$16.50	-
Gold License	MobileIron Core (on-premise) EMM Gold per Device Perpetual License SKU: MICore Gold Per Device Perpetual License	-	-	$82.50	MobileIron Core (on-premise) EMM Gold per User Perpetual License SKU: MICore Gold Per User Perpetual License	-	-	$123.75

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Gold Support **(REQUIRED)**	Maintenance Support MobileIron Core (on-premise) EMM Gold per Device Perpetual License SKU: Maintenance Support MICore Gold Per Device Perpetual License	$1.38	$16.50	-	Maintenance Support MobileIron Core (on-premise) EMM Gold per User Perpetual License SKU: Maintenance Support MICore Gold Per User Perpetual License	$2.06	$24.75	-
Platinum License	MobileIron Core (on-premise) EMM Platinum per Device Perpetual License SKU: MICore Platinum Per Device Perpetual License	-	-	$105.00	MobileIron Core (on-premise) EMM Platinum per User Perpetual License SKU: MICore Platinum Per User Perpetual License	-	-	$157.50
Platinum Support **(REQUIRED)**	Maintenance Support MobileIron Core (on-premise) EMM Platinum per Device Perpetual License SKU: Maintenance Support MICore Platinum Per Device Perpetual License	$1.75	$21.00	-	Maintenance Support MobileIron Core (on-premise) EMM Platinum per User Perpetual License SKU: Maintenance Support MICore Platinum Per User Perpetual License	$2.63	$31.50	-

PROFESSIONAL SERVICES

On-Premise (Core) Installation[1]		
Support and Maintenance Included		
License Type	Description/SKU	One-time Cost[2]
Silver	MICore Silver Installation MI-PS-DEPLOY1	$3,000.00
Gold	MICore Gold Installation MI-PS-DEPLOY2	$6,000.00
Platinum	MICore Platinum Installation MI-PS-DEPLOY3	$8,000.00
MobileIron Remote Technical Product Training[3]		
Remote Technical Product Training	Up to six (6) hours of training on the features of MobileIron software (e.g. customization, configuration and support) typically divided into three 2-hour sessions.	$1,500.00

Note. Customer must choose one License Type; selection cannot be mixed and/or matched. [1]A minimum of 500 MobileIron licenses are required for On-Premise (Core) for initial order for new MobileIron Customers. [2]On-premise (Core) requires integration and setup with backend systems. Installation charges are prepackaged services providing access to a Professional Services Engineer to assist customer in installing/integrating the MobileIron platform. Pricing above applies to the installation of up to 5,000 MobileIron licenses. If Customer installation requires more than 5,000 MobileIron licenses, MobileIron Premium Implementation Services may apply which provides advisory services and an implementation engineer at a cost of $25,000.00 to manage large scale deployments; alternatively, Customer may use its own installation services. [3]Remote Technical Product Training ("Training") does NOT include any installation or setup activities, project management of the Customer deployment, or roll out or implementation of Software. If Customer should need additional product training hours, additional charges apply. Training must be scheduled within 90 days of MobileIron license and services purchase and must be completed within 180 days of purchase ("Term"). Training costs are nonrefundable.

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MobileIron Enterprise Mobility Management License Fees

Cloud

(Minimum 25+ MI Cloud Licenses Required for initial order/installation)

A discount has been applied. MobileIron Licenses and Installation services are not eligible for any further discounts.

Cloud License

	Annual Subscription License Bundle **per Device** with Direct Support			Annual Subscription License Bundle **per User** with Direct Support (**3 Devices per User**)		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Silver	MobileIron Cloud EMM Silver Bundle per Device SKU: MICloud Silver Per Device	$3.00	$36.00	MobileIron Cloud EMM Silver Bundle per User SKU: MICloud Silver Per User	$4.50	$54.00
Gold	MobileIron Cloud EMM Gold Bundle per Device SKU: MICloud Gold Per Device	$4.50	$54.00	MobileIron Cloud EMM Gold Bundle per User SKU: MICloud Gold Per User	$6.75	$81.00
Platinum	MobileIron Cloud EMM Platinum Bundle per Device SKU: MICloud Platinum Per Device	$5.63	$67.50	MobileIron Cloud EMM Platinum Bundle per User SKU: MICloud Platinum Per User	$8.63	$103.50

PROFESSIONAL SERVICES

Cloud Installation[1]

Support and Maintenance Included

License Type	SKU	One-time Cost[2]
Silver	MICloud Silver Installation MI-PS-DEPLOY1-MICLOUD	$1,500.00
Gold	MICloud Gold Installation MI-PS-DEPLOY2-MICLOUD	$3,000.00
Platinum	MICloud Platinum Installation MI-PS-DEPLOY3-MICLOUD	$4,000.00
MobileIron Remote Technical Product Training[3]		
Remote Technical Product Training	Up to six (6) hours of training on the features of MobileIron software (e.g. customization, configuration and support) typically divided into three 2-hour sessions.	$1,500.00

Note. Customer must choose one License Type; selection cannot be mixed and/or matched. [1]A minimum of 25 MobileIron licenses are required for initial Cloud order for new MobileIron customers. [2]MICloud requires integration and setup with backend systems. Installation charges are prepackaged services providing access to a Professional Services Engineer to assist customer in installing/integrating the MobileIron platform. Pricing above applies to the installation of up to 5,000 MobileIron licenses. If Customer installation requires more than 5,000 MobileIron licenses, MobileIron Premium Implementation Services may apply which provides advisory services and an implementation engineer at a cost of $25,000.00 to manage large scale deployments; alternatively, Customer may use its own installation services. [3]Remote Technical Product Training ("Training") does NOT include any installation or setup activities, project management of the Customer deployment, or roll out or implementation of Software. If Customer should need additional product training hours, additional charges apply. Training must be scheduled within 90 days of MobileIron license and services purchase and must be completed within 180 days of purchase ("Term"). Training costs are nonrefundable.

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MobileIron Enterprise Mobility Management: Government Subscribers On-Premise and Cloud Managed Service Features

All features are available on both On-premise and Cloud managed installations. Included features are determined by MobileIron License Type

Feature	Functionality	Included Features by License		
		Silver	Gold	Platinum
Apple DEP	Supports Apple DEP (for iOS devices)	✓	✓	✓
Android for Work	Supports AFW (on AFW enabled devices)	×	✓	✓
Samsung KNOX	Integrates with Samsung KNOX (KNOX sold separately)	×	✓	✓
Email Access	Secure Active Sync (all bundles) Divide PM (Gold/Platinum bundles for additional fee)	✓	✓	✓
Secure Enterprise Gateway (Sentry)	In-line gateway that manages, encrypts, and secures traffic between the mobile device and back-end enterprise systems. (Requires user setup/installation)	✓	✓	✓
Apps@Work	Enterprise App Store Basic Container	✓	✓	✓
Content Catalog	Secure Doc catalog and publishing (basic content repository)	25 files/ 2MB each	50 files/ 25MB each	
Docs@Work	Access, annotate and share documents from email, and on-premise management repositories	×	✓	✓
AppConnect	Containerization of Application at Rest App wrapping AppConnect ecosystem (3rd Party applications already compatible with MobileIron container)	×	✓	✓
Web@Work	Secure Browser Secure data in motion No VPN required	×	✓	✓
Tunnel	iOS per App VPN native functionality	×	×	✓
Help@Work	Customizable app that enables screen sharing on device for trouble shooting for internal customer trouble shooting	×	×	✓
Identity@Work	MobileIron's ability to proxy Kerberos allows iOS devices that are not on the corporate network to use iOS 7 SSO without needing to expose the Kerberos Key Distribution Center (KDC)	×	×	✓
Service Connect Integrations	ServiceNow integration to streamline IT workflows	×	×	✓

Notes. Customer may purchase MobileIron, Inc. ("MobileIron") licenses and services ("MobileIron Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the MobileIron Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. MobileIron Services are manufactured by MobileIron, Inc. Any license for MobileIron Services must be obtained directly from MobileIron either upon purchase or installation of the MobileIron Services. MobileIron Services are subject to MobileIron's terms and conditions attached hereto. Verizon Wireless will direct MobileIron to fulfill Customer's MobileIron Services order. Customer support for MobileIron Services must be obtained directly from MobileIron, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to MobileIron Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate MobileIron representatives.

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MobileIron Enterprise Mobility Management Remote Technical Product Training: Government Subscribers		
MobileIron Remote Technical Product Training services are not eligible for discounts		
Includes up to six (6) hours of MobileIron software training		
Common Training Project Activities		
Session	**Activity**	**Description**
Administrative Training Session 1	**Administrative Training – Session 1:** 1. MobileIron Architecture 2. Installation/Setup Review 3. MobileIron Admin Portal* 4. System Portal 5. User Management 6. Sentry Overview 7. High Availability Overview (if applicable)	• Walk-through of the overall Software architecture • Review installation basics (review only - no installation activity) • Provide a deep dive into the administration portal features and functionality • Provide deployment and configuration set up best practices • Provide policy configuration guidance for common security, sync, and application control policies • Review setup options for Sentry and Core High Availability
Administrative Training Session 2	**Administrative Training – Session 2:** 1. Device Registration/Management Details* 2. Common Troubleshooting Steps	• Provide a deep dive into registering users and the user management tools • Review the most common troubleshooting tips and tricks MobileIron administrators and help-desk staff members encounter during the operational rollout
Help Desk Training	**Help Desk Training:** 1. MobileIron Architecture 2. UI Basics 3. MobileIron Policies 4. User Management 5. Device Registration/Management Details*	• The same topics as above, but covered for the help desk audience supporting, rather than administering, the MobileIron application

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Canvas

Canvas is a service that helps you replace paper forms and processes with efficient mobile business apps and forms to save money and time on data collection. Canvas offers 3 plans: Startup Business and Professional. Customers can only select one of the plans at a time (e.g. cannot mix plans on the same account.) Monthly or annual subscription available.

Item Name	Canvas Startup	Canvas Business	Canvas Professional
Number of Users Supported	1 - 5	Unlimited	Unlimited
Monthly Service Fee	$15.00	$25.00	$35.00
Annual Service Fee	$156.00	$264.00	$372.00

Canvas Features

Features	Startup	Business	Professional
Form Submissions	Unlimited	Unlimited	Unlimited
3rd Party Cloud Integration	✓	✓	✓
App Builder	✓	✓	✓
PDF Designer	✓	✓	✓
Email/Chat Support	✓	✓	✓
Mobile and Web Editing		✓	✓
Phone Support		✓	✓
Dispatch		✓	✓
Submission Status		✓	✓
HIPPA Compliance		✓	✓
Dedicated Support Representative			✓
Dispatch Scheduling			✓
Advanced Password Management			✓
Webservices			✓
Work flow			✓
Canvas Connect			✓

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SAMSUNG Knox FOR ENTERPRISE

Samsung Knox Premium

Knox Premium is a cloud-based cross-platform enterprise mobility management solution combined with an on-device secure container for Samsung devices.

Subscription	Monthly (Month to month)	1 – Year Term (Paid in advance)	2 – Year Term (Paid in advance)
License Fee	$0.75	$9.00	$18.00
SKU#	Knox Premium EMM - Monthly	Knox Premium EMM - 1-Year	Knox Premium EMM - 2-Year

Samsung Knox Workspace

Knox Workspace is an on-device container that isolates business applications and data from personal ones with government-grade security. Knox Workspace also provides enhanced granular controls over device features to enterprise IT administrators. Requires an additional MDM/EMM (like Knox Premium) to manage the container. Manage the container by integrating Knox IT policies with your existing MDM solution. Only available for Samsung Devices.

Subscription	Monthly (Month to month)	1 – Year Term (Paid in advance)	2 – Year Term (Paid in advance)
License Fee	$2.70	$32.40	$64.80
SKU#	Knox Workspace - Monthly	Knox Workspace - 1-Year	Knox Workspace - 2-Year

Knox Customization

Knox Customization is a comprehensive set of tools and services that allow businesses to customize and deploy end-to-end mobile solutions. Transform Samsung devices into purpose-built solutions for any industry. *Requires upfront proof of device ownership.

One Time Charge	$3.00/per license

Samsung Knox Solutions

Knox™ is Samsung's mobile device defense-grade security platform. The Knox Platform services multiple user segments through three separate offerings.

Samsung Knox Premium is cloud-based device management that allows users to securely manage the business side of corporate devices. **Samsung Knox Workspace**, another offering, is an enterprise device container that acts as a secure and productive environment for work data and apps.

	Package Name	Samsung Knox Premium	Samsung Knox Workspace
	Target Audience	SMB & Enterprise with basic security needs	Enterprise, Government & Regulated Industries
Components	End-to-end secure mobile platform bundled with Samsung cloud EMM for device management	✓	
	Works on both Android and iOS ecosystems	✓	
	Knox container with essential policy controls	✓	✓

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	Knox Workspace container with expanded and advanced policy controls		✓
	IT Admin management of employee devices		✓
	Enterprise can black list/white list apps within the Knox Workspace container		✓
	Can manage VPN profiles in Knox Workspace container		✓

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IBM® MaaS360® Enterprise Mobility Management (EMM)

Unified Endpoint Management (UEM)

IBM MaaS360 Unified Endpoint Management License Fees

A discount has been applied. IBM MaaS360 UEM Licenses and services are not eligible for any further discounts.

IBM MaaS360 UEM offers a comprehensive, highly secure platform that manages and protects Devices and Things (smartphones, tablets, laptops, desktops,), People and Identity (authentication, authorization, Single Sign On, secure use access), Apps and Content combined with cognitive technology.

Subscription License Bundle: **per Device** (One (1) license per device)				Subscription License Bundle: **per User** (One (1) license per single user with multiple devices)		
License Type	**Description/SKU**	**Monthly Cost**	**Annual Cost**	**Description/SKU**	**Monthly Cost**	**Annual Cost**
Essential	EMM Essentials Suite Per Device License SKU: D1P3GLL (Monthly/Annual)	$2.25	$27.00	EMM Essentials Suite Per User SKU: D1P3ILL (Monthly/Annual)	$4.50	$54.00
Deluxe	EMM Deluxe Suite Per Device License SKU: D1P3LLL (Monthly/Annual)	$3.75	$45.00	EMM Deluxe Suite Per User License SKU: D1P3NLL (Monthly/Annual)	$7.50	$90.00
Premiere	EMM Premier Suite Per Device SKU: D1P3RLL (Monthly/Annual)	$4.69	$56.25	EMM Premier Suite Per User License SKU: D1P3TLL (Monthly/Annual)	$9.38	$112.50
Enterprise	EMM Enterprise Suite Per Device	$6.75	$81.00	EMM Enterprise Suite Per User License SKU: D1P3YLL	$13.50	$162.00

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	SKU: D1P3WLL (Monthly/Annual)			(Monthly/Annual)		

Additional UEM License Options			
License Type	**Description/SKU**	**Monthly Cost**	**Annual Cost**
Laptop Location	Laptop Location SKU: D1AM8LL (Monthly/Annual)	$0.38	$4.50

IBM MaaS360 UEM Service Features

Included features are determined by IBM MaaS360 UEM License Type

Feature	Functionality	Included Features by License			
		Essential	Deluxe	Premier	Enterprise
Device Management	Manage smartphones, tablets & laptops featuring iOS, Android, Windows 10 Mobile, Windows 7, Windows 10 & macOS	✓	✓	✓	✓
App Management	Deploy custom enterprise app catalogs Blacklist, whitelist & require apps	✓	✓	✓	✓
Patch and Update Management	Identify & report on missing OS patches Schedule distribution and installation of Windows OS & macOS patches	✓	✓	✓	✓
Identity Management	Single sign-on & touch access Conditional access to trusted devices Identity federation with apps	✓	✓	✓	✓
Advisor	Improve IT operational efficiency by applying best practices & learning from industry & peer benchmarks	✓	✓	✓	✓
Container App	A separate, corporate mobile workplace for iOS, Android & Windows Productivity apps for work in one place	✓	✓	✓	✓
Mobile Expense Management	Monitor mobile data usage with real-time alerts Set policies to restrict or limit data & voice roaming	✓	✓	✓	✓
Secure Mobile Email	Contain emails, attachments & chat to prevent data leakage Enforce authentication, copy/paste & forwarding restrictions FIPS 140-2 compliant, AES-256 bit encryption for data at res	×	✓	✓	✓
Secure Mobile Chat	Contain all chat mobile conversations and data Establish quick connections via corporate directory lookup	×	✓	✓	✓
OS VPN	Leverages the hosted MaaS360 Certificate Authority to issue authentication certs Deployed alongside your corporate VPN solution	×	×	✓	✓
Secure Browser	A feature-rich web browser for secure access to intranet sites Define URL filters & security policies based on categories Block known malicious websites	×	×	✓	✓
Gateway for Browser	Enable MaaS360 Secure Mobile Browser to access enterprise intranet sites, web apps & network resources Access seamlessly & securely without needing a VPN session on mobile device	×	×	✓	✓

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Content Management	Enforce authentication, copy/paste & view-only restrictions	×	×	✓	✓
Gateway for Documents	Secure access to internal files: e.g., SharePoint & Windows File Share	×	×	✓	✓
App Security	Enforce authentication & copy/paste restrictions	×	×	✓	✓
Gateway for Apps	Add per app VPN to Application Security to integrate behind-the-firewall data in private apps	×	×	✓	✓
Mobile Document Editor	Create, edit & save content in a secure, encrypted container	×	×	×	✓
Mobile Document Sync	Restrict copy/paste & opening in unmanaged apps Store content securely, both in the cloud & on devices	×	×	×	✓
Mobile Threat Management	Detect and analyze mobile malware on compromised devices Automate remediation via near real-time compliance engine Take action on jailbroken/rooted devices over-the-air	×	×	×	✓

Notes. Customer may purchase IBM MaaS360 software licenses and services ("IBM MaaS360 Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the IBM MaaS360 Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. IBM MaaS360 Services are manufactured by International Business Machines Corporation, Inc. Any license for IBM MaaS360 Services must be obtained directly from IBM MaaS360 either upon purchase or receipt of notification from IBM of access to IBM MaaS360 Services. IBM MaaS360 Services are subject to IBM MaaS360's terms and conditions attached hereto. Verizon Wireless will direct IBM MaaS360 to fulfill Customer's IBM MaaS360 Services order. Customer support for IBM MaaS360 Services must be obtained directly from International Business Machines Corporation, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to IBM MaaS360 Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate IBM MaaS360 representatives.

Networkfleet Service Options for State of Florida

The Service Options below have been discounted. No additional discounts apply.

Service Options	Purchase Cost
5200-GPS Only	**$17.00**
5500-Diagnostics + GPS	**$19.00**
H6100 Expressfleet	**$13.86**
AssetGuard BX Non-Powered Asset Tracking	**$13.00**
Connect	**$2.95**
Customizable Update Rates ("CUR") 1 Minute	**$0.00**
Customizable Update Rates ("CUR") 45 Seconds	**$1.00**
Customizable Update Rates ("CUR") 30 Seconds	**$2.00**
Customizable Update Rates ("CUR") 15 Seconds	**$3.00**
Satellite	**$34.95**
Data Services	**$0.00**

Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice. Additional terms & conditions apply to Networkfleet Service that are subject to review by end user government agencies.

Customizable Update Rates (CUR). Authorized registered user may change a device update rate through the Self Service Portal (SSP) to 60 seconds at no additional cost. Please note, if the device update rate is changed to a 45 (CUR45), 30 (CUR30), or 15 (CUR15) second update rate, an additional charge per device would apply per the CUR list price for the selected rate.

Networkfleet Device/Hardware Options for State of Florida

The Devices/Hardware Options below have been discounted. No additional discounts apply.

Device/Hardware Options	Purchase Cost
5200-GPS Only	**$85.00**
5500-Diagnostics + GPS	**$85.00**
1009N2VD-6100 Expressfleet	**$55.00**
AssetGuard BX Non-Powered Asset Tracking	**$150.00**

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Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice.

Item Number	Accessory	Price
PARTS030	Reinstallation Kit	$3.00
PARTS031	Tamper Resistant Zip Ties (100 per pack)	$50.00
PARTS032	Combination Antenna A (standard)	$30.00
PARTS037	AT-1400 Replacement Battery	$45.00
PARTS039	AT-1400 Bracket	$20.00
PARTS040	Window-Mount GPS Antenna Module (5500/5200)	$35.00
PARTS041	Sensor Input Harness (5500/5200)	$10.00
PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	$20.00
PARTS043	6-pin Heavy Duty Harness (5500/5200)	$35.00
PARTS044	9-pin Heavy Duty Harness with Square Flange (5500/5200)	$35.00
PARTS045	9-pin Heavy Duty Harness with “D” Mount (5500/5200)	$35.00
PARTS069	OBD Harness Extension	$10.00
PARTS070	16-Pin Heavy Duty Harness	$35.00
PARTS046	Universal Harness (5200)	$10.00
PARTS047	Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	$35.00
PARTS090	Alternate Power/Ground Adapter (5200/5500)	$20.00
PARTS053	Garmin FMI 45 Cable with Traffic for Connect	$145.95
PARTS054	Garmin FMI Modified Cable	$55.00
PARTS057	Pelican Micro Case for 5200 w/ 15’ Universal Harness	$74.95
A-PEM001	PEM Port Expansion Module	$140.00
PARTS059	Quick Install Harness	$10.00
A-SAT001	Satellite Modem	$550.00
PARTSS063	Satellite Antenna	$50.00
PARTSS064	Satellite Harness	$50.00
KIT-SAT	Satellite Kit (includes one modem, antenna & harness)	$650.00
PARTS065	Asset Guard BX Replacement Batter (1)	$75.00
PARTS066	Asset Guard BX Magnet Mount Kit (set of 4) *See Note	$75.00
PARTS095	ID Reader Adapter Install Kit	$30.00
PARTS060	Driver ID Reader	$15.00
PARTS061	Driver ID Key	$3.50
PARTS087	Audible Driver ID Alert	$15.00
PARTS071	Bluetooth Extension	$0.00
PARTS093	Universal Harness (6100)	$10.00
PARTS058	Universal Harness	$10.00
PARTS097	5000 9-Pin “D” Mount Harness Type 2	$35.00
PARTS098	5000 9-Pin Square Harness Type 2	$35.00
PARTS111	USM 9-Pin “D” Mount Harness Type 2 Pins F-G	$35.00
PARTS112	USM 9-Pin Square Harness Type 2 Pins F-G	$35.00

Notes: * Asset Guard BX Magnet Mount Kit includes CalAmp 133561 hardware and lanyard & CalAmp 1M101-MNC25 magnets (set of 4).

Item Number	Installation Type	Pricing (per unit)	Notes
I-INSTALL-UNIT	Base Installation – Plug/Play or 3 Wire	**$65.00**	Base Installation includes 1 Device and 1 Harness
D-INSTALL-UNIT	Limited Lifetime Base Installation	**$2.00**	Monthly Service Fee
I-INSTALL-FMI	Add-On to Base Installation (Garmin)	**$35.00**	
I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	**$65.00**	Sensor Install is $65.00 PER SENSOR
I-INSTALL-AG	Add-On to Base Installation (AssetGuard BX)	**$65.00**	
I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	**$35.00**	
I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	**$35.00**	
I-INSTALL-SAT	Add-On to Base Installation (Satellite)	**$35.00**	
I-INSTALL-DID	Add-On to Base Installation (Driver ID)	**$35.00**	

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I-INSTALL –BTE	Add-On to Base Installation (Bluetooth)	**$35.00**	
D-INSTALL-BTE	Limited Lifetime Add-On to Base Installation (Bluetooth)	**$1.00**	Monthly Service Fee
D-INSTALL-FMI	Limited Lifetime Add-On to Base Installation (Garmin)	**$1.00**	Monthly Service Fee
D-INSTALL-SENSOR	Limited Lifetime Add-On to Base Installation (Sensor)	**$1.00**	
D-INSTALL-AG	Limited Lifetime Add-On to Base Installation (AssetGuard BX/PW)	**$2.00**	
D-INSTALL-PMC	Limited Lifetime Add-On to Base Installation (Pelican Micro Case)	**$1.00**	Monthly Service Fee
D-INSTALL-PEM	Limited Lifetime Add-On to Base Installation (Port Expansion Module)	**$1.00**	Monthly Service Fee
D-INSTALL-SAT	Limited Lifetime Add-On to Base Installation (Satellite)	**$1.00**	Monthly Service Fee
D-INSTALL-DID	Limited Lifetime Add-On to Base Installation (Driver ID)	**$1.00**	Monthly Service Fee
I-SWAP-UNIT	Device Swap	**$65.00**	
I-TRANSFER-UNIT	Device Transfer	**$65.00**	
I-REMOVAL-UNIT	Removal	**$65.00**	Removal of device.
I-NOSHOW	No Show	**$75.00**	Applies per trip if the installer makes the trip and the designated vehicle is not available so the unit cannot be installed.
I-TROUBLESHOOT-UNIT	Troubleshoot; Mileage	**$65.00**	Per Trip
TRAINING-HALF	½ Day Installation Training	**$150.00**	
TRAINING-FULL	Full Day Installation Training	**$300.00**	

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One Talk Solution: Government Subscribers Only

The plans/features below reflect any applicable discount. No additional discounts apply.

One Talk is a business telephone system that combines landline and mobile phone capabilities into a fully integrated mobile and office solution providing **a single telephone number ("Mobile Data Number/MDN")** with the same mobile and landline features.

One Talk Solution: Desk Phone/Mobile Client

Price Plan Type	Line Level Plans
One Talk Primary MDN	Monthly Access
One Talk Price Plan (100 MB Data)	$10.00
One Talk Feature	$15.00
One Talk Line Access Charge	N/A

One Talk Solution: Auto Receptionist (AR)

Auto Receptionist

Price Plan Type	Line Level Plans
One Talk Primary MDN	Monthly Access
One Talk AR Price Plan (100 MB Data)	$10.00
One Talk AR Feature	$10.00
One Talk AR Line Access Charge	N/A

One Talk Solution: Hunt Group (HG)

Hunt Group - Every ECPD profile will be allowed to activate two Hunt Groups by default; additional Hunt Groups can be purchased as long as the ratio of active One Talk lines to Hunt Groups is 3:1 respectively

Price Plan Type	Line Level Plans
One Talk Primary MDN	Monthly Access
One Talk HG Price Plan (100 MB Data)	$0.00
One Talk HG Feature	$0.00
One Talk HG Line Access Charge	N/A

Optional Features

One Talk Premium Visual Voicemail for Android Smartphone	$2.99
One Talk Premium Visual Voicemail for Desk Phone & Mobile Client	$2.99
One Talk Voicemail Talk To Text for iOS Smartphones	$2.99
One Talk Caller Name ID	$2.99

Additional Devices

For MDN's activated on a Smartphone, Desk Phone, Mobile Client, a maximum of up to eight (8) devices can be shared with the MDN as follows: 1 Smartphone, up to 2 desk phones and up to 5 mobile clients.

Smartphone Device	**Desk Phone1**	**Mobile Client2** (Includes Smartphones and Tablets)	**Auto Receptionist/ Hunt Group**
Additional devices (endpoint) incur a $10.00 monthly access	$0.00 for additional devices (excluding Smartphone devices with One Talk Basic Dialer)	$0.00 for additional devices (excluding Smartphone devices with One Talk Basic Dialer)	N/A

Notes: One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk **is not** compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls drop if either party leaves Verizon 4G LTE coverage. When outside of the 4G LTE coverage area and without 3G or WiFi service, the device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user. Mobile client is the One Talk client. [1]One (1) additional Desk Phone can be added as an additional device per MDN. [2]Mobile Client eligible devices (includes devices from other carriers); Smartphones (without One Talk Basic Dialer), wireless and WiFi tablets; limit five (5) total per MDN (including primary device. Installing the One Talk Mobile client consumes an estimated 50MB of data. Additional information regarding One Talk is attached hereto

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4G Business Unlimited One Talk Auto Receptionist Plan Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00 (99319)
Voice Minutes Allowance	Unlimited
Data Allowance[1]	Unlimited

Notes: Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only One Talk Auto Receptionist Devices can be activated on this plan.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

[1]If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

4G Business Unlimited One Talk Mobile Client/Desk Phone Plan Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00 (99320)
Voice Minutes Allowance	Unlimited
Data Allowance[1]	Unlimited

Notes: Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only One Talk Desk Phone Devices can be activated on this plan.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

[1]If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

One Talk Call Queue Government Subscribers Only No Domestic Roaming or Long Distance Charges This plan is NOT eligible for monthly access fee discounts.		
Monthly Access Fee	$25.00	$45.00
Calls in Queue	10 calls held in queue	25 calls held in queue
Monthly Call Queue Agent Feature	$1.00 per line/per month*	

Notes: One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk **is not** compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls drop if either party leaves Verizon 4G LTE coverage. When outside of the 4G LTE coverage area and without 3G or WiFi service, the device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user. Mobile client is the One Talk client. [1]One (1) additional Desk Phone can be added as an additional device per MDN. [2]Mobile Client eligible devices (includes devices from other carriers); Smartphones (without One Talk Basic Dialer), wireless and WiFi tablets; limit five (5) total per MDN (including primary device. Installing the One Talk Mobile client consumes an estimated 50MB of data. For additional information regarding One Talk please refer to the One Talk documents attached hereto.

1. Call queue has a maximum limit of 40 agents per call queue setup.
2. Dial MDN direct or be routed through Auto Receptionist

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NETMOTION					
These products Do Not qualify for additional discounts					
Service Item	**Software Plan ID**	**SKU**	**Frequency/ Payment Plan**	**Price**	**Function**
"Mobility VPN" (Virtual Private Network for wireless connections) - An encrypted, secure tunnel for mobile devices	651968	NMSVZW-GOV-SILVER-Monthly: MONTHLY	Monthly	$4.33	"Mobility VPN" (Virtual Private Network for wireless connections) An encrypted, secure tunnel for mobile devices -- Works with Android, iOS, Windows and Mac devices -- Criminal Justice Information Systems (CJIS) Compliance
	651969	NMSVZW-GOV-SILVER-Annual: ANNUAL	Annual	$52.00	
"Mobility VPN" + "Modules" (Policy, Network Access Control, Mobile Analysis)	651970	NMSVZW-GOV-GOLD-Monthly: MONTHLY	Monthly	$6.93	All features of the Mobility VPN base product, plus the Policy, Network Access Control (NAC) and Mobile Analysis Modules
	651971	NMSVZW-GOV-GOLD-Annual: ANNUAL	Annual	$83.20	
"Mobility VPN" + "Modules" + "Diagnostics" which includes connectivity problem identification, security reinforcement, improved end user productivity and powerful reporting.	651972	NMSVZW-GOV-PLATINUM-Monthly: MONTHLY	Monthly	$8.67	All features of the Mobility VPN base product and the Policy, Network Access Control (NAC) and Mobile Analysis Modules, Plus Diagnostics
	651973	NMSVZW-GOV-PLATINUM-Annual: ANNUAL	Annual	$104.00	
Mobility VPN + "Modules" + "Diagnostics" + "Mobile IQ" which includes performance assessment, threat defense, cost control, location intelligence and inventory, troubleshooting and system-wide status	651974	NMSVZW-GOV-DIAMOND-Monthly: MONTHLY	Monthly	$13.00	All features of the Mobility VPN base product and the Policy, Network Access Control (NAC) and Mobile Analysis Modules, Plus Diagnostics + MobileIQ
	651975	NMSVZW-GOV-DIAMOND-Annual: ANNUAL	Annual	$156.00	
Comprehensive data collection and root cause detection software (add-on feature)	651976	NMSVZW-GOV-DIAGS-Monthly: MONTHLY	Monthly	$4.33	Comprehensive data collection and root cause detection software
	651977	NMSVZW-GOV-DIAGS-Annual: ANNUAL	Annual	$52.00	
Visual troubleshooting, analytics and alerting dashboards (add-on feature)	651978	NMSVZW-GOV-MIQ-Monthly: MONTHLY	Monthly	$4.33	Visual troubleshooting, analytics and alerting dashboards
	651979	NMSVZW-GOV-MIQ-Annual: ANNUAL	Annual	$52.00	
Professional Services - Up to 8 Hours	651980	11NMPS-GOV-8HR-S - One Time: ONE TIME	One-Time	$2,000.00	Off-site Services
Professional Services - Up to 4 Hours	651981	11NMPS-GOV-4HR-S - One Time: ONE TIME	One-Time	$1,000.00	Off-site Services

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Mobility Certification Training	651982	11NMTR-GOV-C - One Time: ONE TIME	One-Time	$2,295.00	Off-site Services
Elite Technical Service (0 - 4,999 licenses)	651983	11NMETS-GOV - One Time: ONE TIME	One-Time	$30,000.00	Off-site Services
Elite Technical Service (5,000+ licenses)	651984	11NMETS5K-GOV - One Time: ONE TIME	One-Time	$50,000.00	Off-site Services
Dedicated Technical Account Manager (1 year)	651985	11NMPS-GOV-TAM - One Time: ONE TIME	One-Time	$40,000.00	Off-site Services

Note: Customer may purchase NetMotion Software, Inc. ("NetMotion") licenses and services ("NetMotion Services") at the prices listed above. NetMotion Services listed in the pricing sheet marked with an asterisks *** cannot be mixed or matched with other NetMotion Licenses or Services. Verizon Wireless is not the licensor of the NetMotion Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. NetMotion Services are manufactured by NetMotion. NetMotion Software is subject to a separate End User License Agreement (EULA) with NetMotion attached hereto,. Use of the NetMotion licenses or NetMotion Services is deemed to be the Customer's acceptance of the terms of the EULA. Customer must accept the EULA as the party liable for each license, and agrees that the Customer will comply with the obligations under the EULA. Verizon Wireless reserves the right to (i) modify or discontinue the Solution in whole or in part and/or (ii) terminate the Solution at any time without cause. Customer's sole and exclusive remedy for any damages, losses, claims, costs, and expenses arising out of or relating to use of the Solution will be termination of service.

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Verizon Wireless will direct NetMotion to fulfill Customer's NetMotion Services order. Basic functionality questions and other general customer support can be obtained by calling Verizon Wireless Customer Support. All other customer support questions and issues for NetMotion Services must be obtained directly from NetMotion Software, Inc. If Verizon Wireless, in its sole discretion, determines that an inquiry from a subscriber is related to NetMotion Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate NetMotion representatives.

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Asavie Moda is a network-based "all-in-one" web portal security and data management solution that enables organizations to easily and effectively manage security and productivity, along with rich reporting insights on all their mobile devices.

The Asavie Moda solution extends the security provided by the customer's Mobile Device Management platform into the network by delivering real-time visibility, control and security of the data in transit for any mobile device.

Asavie Moda Government Customers Only					
The price below reflects the monthly access discounts. No additional discounts apply.					
Description	**SKU Name**	**Plan ID**	**Quantity**	**Annual**	**Monthly**
[1]Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual) 677971 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.85	$6.38
			500-999	$60.75	$5.63
			1000-2499	$52.65	$4.88
			2500-9999	$48.60	$4.50
			10000+	$40.50	$3.75
[2]Asavie Moda Global (OTT) Gov Customers	ModaGLOBAL	677969 (Annual) 677968 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.85	$6.38
			500-999	$60.75	$5.63
			1000-2499	$52.65	$4.88
			2500-9999	$48.60	$4.50
			10000+	$40.50	$3.75

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

[1]Asavie Moda for MPN Gov Customers – ***Does*** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.
[2]Asavie Moda Global (OTT) Gov Customers – ***Does not*** require Private Network.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditionsattached hereto.. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

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Asavie IoT Connect® provides Private Network connectivity on demand for remote sites and IoT devices. Provides direct, enterprise-grade connection that bypasses the public Internet, helping to reduce exposure to possible cyber threats.

Asavie IoT Connect® Government Customers Only					
The price below reflects the monthly access discounts. No additional discounts apply.					
Name	**SKU Name**	**Plan ID**	**Quantity**	**Annual**	**Monthly**
IoT MPN **25 MB**	IOTCMPN25MBG	677959 (Annual) 677958 (Monthly)	1-199	$24.22	$2.24
			200-499	$20.59	$1.91
			500-999	$18.16	$1.68
			1000-2499	$15.74	$1.46
			2500-9999	$14.53	$1.35
			10000+	$12.11	$1.12

Notes. Asavie IoT Connect runs over Verizon's secure Private Network.

[1] Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditionsattached hereto.. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

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Asavie IoT Connect® with Cloud Connect Government Customers Only					
The price below reflects the monthly access discounts. No additional discounts apply.					
IoT MPN **25 MB CC**	IOTCMPN25MBCCG	677953 (Annual) 677952 (Monthly)	1-199	31.46	2.99
			200-499	26.74	2.54
			500-999	23.59	2.24
			1000-2499	20.45	1.95
			2500-9999	18.87	1.80
			10000+	15.73	1.5
IoT MPN **150 MB**	IOTCMPN150MBG	677957 (Annual) 677956 (Monthly)	1-199	$40.42	$3.74
			200-499	$34.36	$3.18
			500-999	$30.31	$2.81
			1000-2499	$26.27	$2.43
			2500-9999	$24.25	$2.25
			10000+	$20.21	$1.87
IoT MPN **150+ MB**	IOTCMPN150MBPLUSG	677955 (Annual) 677954 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.78	$6.37
			500-999	$60.69	$5.62
			1000-2499	$52.60	$4.87
			2500-9999	$48.55	$4.50
			10000+	$40.46	$3.75

Notes. Asavie IoT Connect runs over Verizon's secure Private Network.

[1] Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Asavie Services are subject to Asavie terms and conditions attached hereto. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

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Verizon Secure Cloud Gateway
Powered by iboss

Secure Cloud Gateway is a cloud-based secure web gateway service that provides security for web traffic and protects users from internet-threats through enforcement of internet policy compliance. Built for the cloud and the modern, distributed organization, Secure Cloud Gateway helps meet the cybersecurity needs of today's organizations who are challenged with enforcing internet policy and security across decentralized networks, branch offices, and remote and mobile users. The Secure Cloud Gateway service is powered by iboss, a leading web security company.

These licenses are not eligible for monthly access discounts.

SKU	Price Plan ID	Description	Frequency	Cost
CF-WIRELESS-NNI-SLED	Price plan ID 699515	Core Gateway	Monthly	$2.72
MDF-WIRELESS-NNI-SLED	Price Plan ID 699514	Malware Defense	Monthly	$4.17

Note: Secure Cloud Gateway powered by iboss solution requires a Mobile Private Network Tiered Hierarchy design where iboss operates the parent private network and each mutual customer of iboss and Verizon Wireless must have a private network built as a child of the iboss parent. *A minimum quantity of 100 user licenses per order is required. Licenses bill in full monthly increments with no prorations with a one year line term.

*Devices that are certified for private network include:

- Verizon Jetpacks
- LTE Enabled routers – [Consult with sales and product manager for the number of licenses associated with multi user devices.]
- LTE enabled tablets, phones and laptops

[1]These SKUs are mutually exclusive and cannot be combined.

Verizon Secure Cloud Gateway Core Package: Web Gateway	Verizon Secure Cloud Gateway Plus Package: Malware Defense
Core Package delivers compliance based web gateway features to all devices	**Plus Package** delivers all Core Package features **and** advanced malware defense
• Web and Content Filtering • Protection for outdated browsers and Operating System (OS) • Secured Socket Layer (SSL) visibility and traffic management • Single pane of glass management • Cloud apps and social media controls • Advanced, near real-time reporting • Flexible data traffic re-direction for devices, virtually everywhere	• Advanced malware detection and prevention for polymorphic threats. • Command and Control (CnC) callback monitoring across enterprise ports and protocols. • Signature based intrusion detection and prevention. • Protection across all devices and locations including HQ, remote offices, mobile and Bring Your Own Device (BYOD). • Behavioral Malware Sandboxing
Note: Pricing includes 24/7 Mission Critical Support and Basic Implementation Support (8 hours of policy setup and dashboard help).	

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Lookout Mobile Endpoint Security

These products do not qualify for further discounts.

Lookout Mobile Endpoint Security helps organizations prevent data loss and leakage through mobile devices by delivering advanced security and comprehensive policy-based protection against the spectrum of mobile risk.

SKU	Description	Term	Price
MES-GOV-C-P-U1Y-PU	GOV Comprehensive - User w Phishing	Annual	$75.60
MES-GOV-C-P-U1Y-PD	GOV Comprehensive/Dev w Phishing	Annual	$54.00
GOV-SPT-MES-PRMPLS-U1Y-PD	GOV Prem Plus Support/Device	Annual	$8.10
GOV-SPT-MES-PRMPLS-U1Y-PU	GOV Prem Plus Support/User	Annual	$11.34
GOV-SPT-MES-PRM-U1Y-PD	GOV Premium Support/Device	Annual	$4.50
GOV-SPT-MES-PRM-U1Y-PU	GOV Premium Support/User	Annual	$6.75

Note: In order to be able to purchase Lookout Mobile Endpoint Security, Customer is required to maintain a minimum of one (1) active and billing Verizon Wireless line of service. Additionally, Customer is required to provide an active corporate email address to complete the activation process.

Verizon provides support for ordering Lookout Mobile Endpoint Security licenses, billing, and will provide Tier one (1) customer support for Lookout.

Lookout will provide Tier two (2) when required through a Verizon Wireless call transfer.

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LTE Vehicle Internet These hardware Sku bundles are not eligible for further discounts.			
The LTE Vehicle Internet solution supports in-Vehicle connectivity providing ruggedized routers and cloud-managed services. Services are designed to allow departments to deploy, configure, manage and scale quickly and in real time. Devices support dual carrier with SIM-based Auto-Carrier Selection, Public Safety and Data plans, and are available on many public-sector contract vehicles.			
SKU#	Description	OEM P/N	Price
5642701	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA1-900F120B-XFA	$1,097.10
5642703	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA5-900F120B-XFA	$1,853.10
5642698	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA1-170F120B-XFA	$1,574.10
5642700	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA5-170F120B-XFA	$2,330.10
5642692	1-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA1-0900120B-NNA	$899.10
5642694	5-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA5-0900120B-NNA	$1,358.10
5584528	1-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA1-1700120B-NNA	$1,448.10
5642691	5-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA5-1700120B-NNA	$1,943.10
5691111	3-yr NetCloud IoT Essentials Plan and IBR600C router with WiFi (150 Mbps modem), North America	TB3-600C150M-NNN	$458.10
5691112	5-yr NetCloud IoT Essentials Plan and IBR600C router with WiFi (150 Mbps modem), North America	TB5-600C150M-NNN	$512.10
5642722	1-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA1-2200120B-NNN	$1,412.10
5642723	3-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA3-2200120B-NNN	$1,655.10
5642724	5-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA5-2200120B-NNN	$1,916.10
5691113	3-yr NetCloud IoT Gateway Essentials Plan and IBR200 router with WiFi (10 Mbps modem) for Verizon	TB3-020010M-VNN	$278.10
5691114	5-yr NetCloud IoT Gateway Essentials Plan and IBR200 router with WiFi (10 Mbps modem) for Verizon	TB5-020010M-VNN	$332.10
5642707	LTE Advanced Pro (1200Mbps) modem upgrade for Mobile.	MA-MC400-1200M-B	$539.99

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	Includes IBR1700 & COR Dock doors, no antennas		
5584526	3-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem), no AC power supply or antennas, North America	MA3-17001200-NNA	$1,682.10
5642693	3-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem), no AC power supply or antennas, North America	MA3-09001200-NNA	$1,123.20

Note: NetCloud functions vary for FIPS Hardware enabled devices. Consult the Cradlepoint website for specifics. .
Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. These hardware bundles can be used with 4G Mobile Broadband, Machine to Machine, and Public Safety Mobile Broadband Price Plans. A data plan is required for each modem purchase. There are no returns or exchanges and no Proration's. Reference Cradlepoint terms of service attached hereto.

LTE Vehicle Internet

These Accessories Sku's are not eligible for further discounts.

SKU#	Description	OEM P/N	Price
4765224	COR IBR1700, IBR900 power supply North America	170716-000	$22.49
3715571	Dual-band 2.4/5.0 GHz external WiFi antenna for AER3100, AER2100, IBR900, IBR1100 (1X)	170628-000	$13.49
5427545	Black, Universal 600MHz-6GHz 3G/4G/LTE 2dBi/3dBi 6 in antenna with SMA connector (1x)	170760-000	$13.49
3774498	Vehicle power adapter for COR	170635-000	$22.49
5503087	3 meter power and GPIO cable (direct wire) for IBR1700, IBR9x0	170585-001	$13.04
4381062	Serial DB9 to GPIO cable, 3 meters	170676-000	$16.19
4979362	Panorama antenna 5IN1 Blk dome 2LTE 2WIFI 1GPS	LP-IN1958-B	$283.78
4979363	Panorama antenna 5IN1 Wht dome 2LTE 2WIFI 1GPS	LP-IN1958-W	$283.78
5166824	Panorama antenna 9IN1 Blk dome 4LTE 4WIFI 1GPS	LG-IN2293-B	$461.83
5166826	Panorama antenna 9IN1 Wht dome 4LTE 4WIFI 1GPS	LG-IN2293-W	$461.83

Note: There are no returns or exchanges. Accessories can be purchased separately from hardware bundles. Reference Panorama Antenna terms attached hereto.

LTE Business Internet 10 Mbps Speed Tier Machine-to-Machine Plans*

These plans are eligible for monthly access fee discounts.

Monthly Access Fee[1]	$70.00 (41121)	$90.00 (41135)	$140.00 (41205)	$190.00 (41212)
Speed Tier Limit (Up to)[2]	10 Mbps	10 Mbps	10 Mbps	10 Mbps
Data Deprioritization Threshold[3]	25 GB	50 GB	100 GB	150 GB
Data Throughput Limit Threshold[4]	50 GB	100 GB	200 GB	300 GB
Throttled Speed (Up to)	600 Kbps	600 Kbps	600 Kbps	600 Kbps

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Notes: These plans are restricted to the Verizon Wireless 4G network (domestic and international roaming are not available). Only select Customer-provided 4G data routers can be activated on these plans. [1]The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle. [2]Speeds represent the maximum speed but may be lower in the event of network congestion. [3]After the data deprioritization threshold is met on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. [4]If the data throughput limit threshold is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage to the applicable throttled speed. Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls. Text messages cannot be sent or received on these plans. If the text message block feature is removed, there will be a $0.20 per message charge for messages sent or received. These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, web hosting, and public/guest Wi-Fi systems without prior approval from Verizon Wireless. *These plans are for machine-to-machine service ("M2M Service"). "M2M Service" refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

Single Basic Phone Unlimited Talk Plus 500MB Plan **Government Subscribers Only** **No Domestic Roaming or Long Distance Charges** **This plan is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee	$30.00
Monthly Anytime Minutes	Unlimited
BPC Data Rate 500 MB	$10.00 per GB
Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. *May only be activated on a Verizon Wireless Home Phone Approved Device (BPC100). This is not a Home Phone Service. This service is generally utilized to replace POTS lines.	

Custom wireless Home Phone Connect Plan **Government Subscribers Only** **No Domestic Roaming or Long Distance Charges** **This plan is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee	$20.00
Monthly Anytime Minutes	Unlimited
Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Activation on this phone requires a separate billing account. Activations on this plan are limited to no more than 9 lines per account. *May only be activated on a Verizon Wireless Home Phone Approved Device. This is not a Home Phone Service. This service is generally utilized to replace POTS lines. Wireless Home Phone is not compatible with any data applications.	

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Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

This plan is not eligible for monthly access fee discounts.

Mission Critical

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.	
Monthly Access Fee	**$39.99**
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance(1)	Unlimited
Domestic Messaging Allowance	Unlimited
Optional Features	
Domestic Mobile Hotspot	$5.00 additional per month
Push-to-Talk	$2.00 additional per month

Notes: . No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. (1) Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event a user consumes more than 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP# 16807)

621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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Custom Unlimited Basic Phone Plan for National Security, Public Safety, and Emergency Preparedness Government Liable Subscribers Only **This plan is not eligible for monthly access fee discounts.** This Public Safety Plan does not provide a Mission Critical service standard.	
Monthly Access Fee	**$22.99**
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	100MB
Domestic Messaging Allowance	Unlimited
Domestic Data Overage	$10.00 per GB
Notes: . No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP# 16810)	
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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Custom Unlimited Push to Talk Only Plan for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

This plan is not eligible for monthly access fee discounts.

This Public Safety Plan does not provide a Mission Critical service standard.

Monthly Access Fee	**$17.99**
Monthly Push to Talk Minutes	Unlimited
Domestic Voice Per Minute Rate	$0.25

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP#96625/4G Only – PP#96625 3G/4G)

621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

Mobile Broadband Priority Feature for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

Mission Critical

Monthly Access Fee	**$0.00**

Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. This feature is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP#86124)

621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders

Government Liable Subscribers Only.
This plan is not eligible for monthly access fee discounts.

Mission Critical

Only 4G LTE GSM/UMTS global-capable devices can be activated on this plan.	
Monthly Access Fee	**$36.05**
Domestic Data Allowance(1)	Unlimited

Notes: . No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Data usage on this plan is restricted to Verizon Wireless network use only; roaming is not available. (1) Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and Internet of Things ("IoT") devices* are expressly prohibited on this rate plan. This plan is only available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes**: (PP# 20664)

621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Internet of Things ("IoT") devices. Devices other than smartphones, aircards, jetpacks, modems, and tablets that transfer data over the network (e.g. M2M).
**Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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Verizon Wireless Preemption Service Feature for National Security, Public Safety, and First Responders

Government Liable Subscribers Only,

Mission Critical

Monthly Access Fee Per MDN	**$0.00**

NOTE: Preemption Service ("Preemption") is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. It helps ensure our national security, public safety, and first responder customers can continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 3G and 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless's domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: Calls to 911 are never preempted. This feature is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes: (PP# 86428 Basic/Smart Phone and 86433 Non-Phone)

621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

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Private Responder Core Service for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

Mission Critical

Monthly Access Fee	**$0.00**

Verizon Wireless Private Responder Core Service for National Security, Public Safety, and Emergency Preparedness ("Private Core"): Private Core extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). This service is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*:

National Security/ First Responders / Public Safety
- 621910 Ambulance Service
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection (except private)
- 922190 Other Justice, Public Order and Safety Activities
- 928110 National Security
- 921190 Other General Government Support
- 921110 Executive Offices

921150 American Indian/Alaska Native Tribal Governments

Water
- 924110 Water Infrastructure
- 221320 Sewage Treatment Facilities
- 221310 Water Supply and Irrigation Systems

Transportation
- 482111 Railway Transportation
- 481111 Passenger Air Transportation
- 481112 Freight Air Transportation
- 483111 Shipping Transportation
- 926120 Transportation Administration
- 491110 Postal Service
- 926120 Public Transportation
- 926120 Regulation and Administration of Transportation Programs

Information Technology
- 541512 Computer Integration
- 541519 Computer Disaster Recovery

Chemical
- 561612 Protective Services
- 541330, 541690 Chemical Engineering and Consulting
- 239210 Pharmaceutical

Communications
- 517110 Telecommunications, Wired
- 517212 Cellular and other Wireless Telecommunications
- 238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
- 237310 Highway, Street and Bridge Construction
- 811310 Industry Equipment Repair
- 236210 Industrial Building Construction
- 211113 Extraction; 236220 Construction Management
- 926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors

Energy
- 333611 Wind Turbine
- 221111 Hydroelectric Power Generation
- 221122 Electric Power Distribution
- 221118 Other Electric Power Generation
- 221210 Natural Gas Distribution
- 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities
- 221113 Nuclear Electric Power Generation
- 562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
- 621112 Health Care Practitioners
- 923120 Public Health Programs

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN)
Government Subscribers Only

Metered Data Pricing only. Not compatible with Unlimited Data Plans.

Mission Critical

The plans below reflect any applicable discount. No additional discounts apply.

Class of service ("CoS")	Customer can allocate bandwidth for applications into the Mission Critical CoS according to the PNTM Service Option selected.
Mission Critical CoS Applications	Recommended for video, Voice over IP, interactive services, and other mission critical applications.
Best Effort CoS Applications	Suitable for best effort applications (e.g. email, web browsing)

PNTM Service Options:	**Enhanced (Entry Level)**	**Premium (Mid Level)**	**Public Safety (Highest Level)** (Qualifying Public Safety NAICS Only)
Monthly Access Fee (per line)	Waived - $0.00	Waived - $0.00	Waived - $0.00
Mission Critical CoS Speeds	Mapped Up to 0.5 Mbps	Mapped Up to 2 Mbps	Mapped Up to 2 Mbps
Best Effort CoS Applications Speeds	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth
RF Priority on access network	N/A	N/A	During heavy network usage periods

Qualifying Public Safety NAICS: Public Safety Subscribers classified with the following NAICS codes*, performing First Responder responsibilities only. The Public Safety PNTM service option is not an on demand service. The Public Safety PNTM must be provisioned on the account prior to use in the event of an emergency situation.

621910 Ambulance Services
922110 Courts
922120 Police Protection
922130 Legal Counsel and Prosecution
922140 Correctional Institutions
922150 Parole Offices and Probation Offices
922160 Fire Protection (except private)
922190 Other Justice, Public Order, and Safety Activities
928110 National Security
926120 Regulation and Administration of Transportation Programs
926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
921150 American Indian/Alaska Native Tribal Governments
921190 Other General Government Support
921110 Executive Offices

Notes. 4G LTE Private Network subscribers with unlimited data plans are ineligible for Private Network Traffic Management. This service is only available while on Verizon Wireless' 4G network and is not available while roaming. VZ Private IP (MPLS) connectivity required. PNTM relies on customer's applications (VoIP, video, etc.) to appropriately mark IP sessions in order to prioritize their application over the 4G LTE Private Network using Internet Protocol Differentiated Services Code Point (IP DSCP). PNTM 4G LTE device must be certified for use on the Verizon Wireless network (e.g. Open Development/Open Access certified, validated for Private Network and Private Network Traffic Management.)

* North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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DNS Safeguard Plus Feature for Public Safety
National Security, Public Safety, and First Responders
Government Liable Subscribers Only

Mission Critical

These features are not eligible for access discounts.

DNS Safeguard Plus Feature for Public Safety is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyberattacks.

Code	Description	Device Provisioning	Monthly Access Fee
87898	DNS Safe Guard Plus RPC PS	Android and other OS devices only (Non-Apple).Provisions PSINTERNET and DNS Security Plus	$0.00
87901	DNS Safe Guard Plus RPC PS APPLE	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Plus.	$0.00

Note: These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Plus features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

National Security/ First Responders / Public Safety

- 485111 Mixed Mode Transit Systems (Rail & Buses)
- 485112 Commuter Rail Systems
- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection (except private)
- 922190 Other Justice, Public Order, and Safety Activities
- 923120 Administration of Public Health Programs
- 928110 National Security
- 926120 Regulation and Administration of Transportation Programs
- 926150 Regulation, Licensing, and Inspection of Commercial Sectors
- 926130 Regulation and Administration of Comms, Electric, Gas, Utilities
- 921150 American Indian and Alaska Native Tribal Governments
- 921190 Other General Government Support
- 921110 Executive Offices

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DNS Safeguard Plus Feature for Public Sector
National Security, Public Safety, and First Responders
Government Liable Subscribers Only

Mission Critical

DNS Safeguard Plus Feature for Public Sector is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyberattacks.

Code	Description	Device Provisioning	Monthly Access Fee
87896	DNS Safe Guard Plus RPC PS	Android and other OS devices only (Non-Apple).Provisions PSINTERNET and DNS Security Plus	$1.25
87900	DNS Safe Guard Plus RPC PS APPLE	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Plus.	$1.25

Note: These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Plus features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems

Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
491110 Postal Service

Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and

Consulting
239210 Pharmaceutical

Communications
517110 Telecommunications, Wired
517212 Cellular and other Wireless

Telecommunications
238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction;
236220 Construction Management

Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

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DNS Safeguard Advance Feature for Public Safety and Public Sector
National Security, Public Safety, and First Responders
Government Liable Subscribers Only

Mission Critical

DNS Safeguard Advance Feature for Public Sector is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyberattacks.

Code	Description	Device Provisioning	Monthly Access Fee
87897	DNS Safe Guard Adv RPC	Android and Other OS Devices only (Non-Apple) Smartphones, Tablets, Routers, Modems, etc. Provisions PSINTERNET and DNS Security Advanced.	$2.00
87899	DNS Safe Guard Adv RPC APPL	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Advanced.	$2.00

Note: These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Advance features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.
These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

National Security/ First Responders / Public Safety
621910 Ambulance Service
922110 Courts
922120 Police Protection
922130 Legal Counsel and Prosecution
922140 Correctional Institutions
922150 Parole Offices and Probation Offices
922160 Fire Protection (except private)
922190 Other Justice, Public Order and Safety Activities
928110 National Security
921190 Other General Government Support
921110 Executive Offices
921150 American Indian/Alaska Native Tribal Governments
Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems
Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
926120 Transportation Administration
491110 Postal Service
Public Transportation
926120 Regulation and Administration of Transportation Programs
485111 Mixed Mode Transit Systems (Rail & Buses)
485112 Commuter Rail Systems
Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and Consulting
239210 Pharmaceutical
Communications
517110 Telecommunications, Wired
517212 Cellular and other Wireless **Telecommunications**
238210, 334290 and 561620 Alarm Systems
Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction
236220 Construction
Management
926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors
Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal
Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

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Push To Talk Responder Public Safety Mission Critical			
Product Description	**Monthly Access**		**Notes**
Push to Talk Responder Service Voice Only [1] (87911)	$12.00 per month		Calls will not be rated
Optional Feature Must be added with above if selected			
Push to Talk Responder with Interoperability [2] (87694)	$10.00 per month		Calls will not be rated
Software			
Push to Talk Responder licenses are not eligible for any further discounts.			
Dispatch SW License	VZMCPTTDISPCLSW	$3,000 per chair	One time charge

Note: Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States Is not supported. Lines activating on these plans must be on 4G HD voice-capable smartphones. **^Lines will need to add the Responder Private Core Internet APN Feature code to be on Push to Talk Responder.**

Push to Talk Responder users have the capability to make PTT calls, video calls, send and receive message and send/receive data files via the Push to Talk Responder application. Push to Talk Responder services will be charged based on the type of services the user is using as follows:

1. Push to Talk Responder service voice only can be added to any Smartphone plan as a stand-alone feature.

Public Safety NAICS Codes:

485111 Mixed Mode Transit Systems (Rail & Buses)
485112 Commuter Rail Systems
621910 Ambulance Services
922110 Courts
922120 Police Protection
922130 Legal Counsel and Prosecution
922140 Correctional Institutions
922150 Parole Offices and Probation Offices
922160 Fire Protection (except private)
922190 Other Justice, Public Order, and Safety Activities
923120 Administration of Public Health Programs
928110 National Security
926120 Regulation and Administration of Transportation Programs
926150 Regulation, Licensing, and Inspection of Commercial Sectors
926130 Regulation and Administration of Comms, Electric, Gas, Utilities
921150 American Indian and Alaska Native Tribal Governments
921190 Other General Government Support
921110 Executive Offices

****These features cannot be used with any other Push to Talk Plus plans or features****

Push To Talk Responder Public Sector Customers (extended NAICS Codes) Mission Critical		
Product Description	**Monthly Access**	**Notes**
Push to Talk Responder Service Voice Only [1]	$15.00 per month	Calls will not be rated
Optional Feature Must be added with above if selected		

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Push to Talk Responder with Interoperability [2]		$10.00 per month	Calls will not be rated
Software			
Push to Talk Responder license are not eligible for any further discounts.			
Dispatch SW License	VZMCPTTDISPCLSW	$3,000 per chair	One time charge

Note: Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States Is not supported. Lines activating on these plans must be on 4G HD voice-capable smartphones.

^ As a condition for accessing and using Push to Talk Responder, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.

Push to Talk Responder users have the capability to make PTT calls, video calls, send and receive message and send/receive data files via the Push to Talk Responder application. Push to Talk Responder services will be charged based on the type of services the user is using as follows:

1. Push to Talk Responder service w/o video can be added to any Smartphone plan as a stand-alone feature.
2. Push to Talk Responder Interoperability calls cannot be stand-alone features with any Smartphone plan. They must be added with the Push to Talk Responder service w/o video.

****These features cannot be used with any other Push to Talk Plus plans or features****

Customers must be on the below qualifying NAICS Codes:

Water
- 924110 Water Infrastructure
- 221320 Sewage Treatment Facilities
- 221310 Water Supply and Irrigation Systems

Transportation
- 482111 Railway Transportation
- 481111 Passenger Air Transportation
- 481112 Freight Air Transportation
- 483111 Shipping Transportation
- 926120 Transportation Administration
- 491110 Postal Service
- 926120 Public Transportation

Information Technology
- 541512 Computer Integration
- 541519 Computer Disaster Recovery

Healthcare and Public Health
- 621112 Health Care Practitioners

Chemical
- 561612 Protective Services
- 541330, 541690 Chemical Engineering and Consulting
- 239210 Pharmaceutical

Communications
- 517110 Telecommunications, Wired
- 517212 Cellular and other Wireless Telecommunications
- 238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
- 237310 Highway, Street and Bridge Construction
- 811310 Industry Equipment Repair
- 236210 Industrial Building Construction
- 211113 Extraction; 236220 Construction Management

Energy
- 333611 Wind Turbine
- 221111 Hydroelectric Power Generation
- 221122 Electric Power Distribution
- 221118 Other Electric Power Generation
- 221210 Natural Gas Distribution
- 221113 Nuclear Electric Power Generation
- 562211 Hazardous Waste Treatment and Disposal

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Group First Response provides the next tier, in terms of Push To Talk features. Specifically it allows, fast setup time, ability to handle very large groups, and a strong security and priority handling. Group First Response is based on international 3GPP standards (Mission Critical Push To Talk (MCPTT)) that ensures that the user gets "LMR like" features

Group First Response for
National Security, Public Safety, and First Responders
Government Subscribers Only

Mission Critical

Features $25.00 and above are eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response[1]	87781	$35.00
Push to Talk Plus Video[1, 2]	87787	$20.00

Note: Group First Response features work with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network.

[1]**Group First Response is a Push to Talk Plus bolt-on feature. All lines must have a Push to Talk Plus feature to be eligible to purchase Group First Response.**

[2]Customers must have the Group First Response feature enabled to be eligible for the Push To Talk Plush Video bolt-on feature.

^As a condition for accessing and using Group First Response, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

****Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the below NAICS (formerly SIC) codes.

National Security/ First Responders / Public Safety
- 485111 Mixed Mode Transit Systems (Rail & Buses)
- 485112 Commuter Rail Systems
- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection (except private)
- 922190 Other Justice, Public Order, and Safety **Activities**
- 923120 Administration of Public Health Programs
- 928110 National Security
- 926120 Regulation and Administration of Transportation Programs
- 926150 Regulation, Licensing, and Inspection of Commercial Sectors
- 926130 Regulation and Administration of Comms, Electric, Gas, Utilities
- 921150 American Indian and Alaska Native Tribal **Governments**
- 921190 Other General Government Support
- 921110 Executive Offices

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Group First Response for Non Public Sector Customers

Mission Critical

Features $25.00 and above are eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response[1]	87781	$35.00
Push to Talk Plus Video[1, 2]	87787	$20.00

Note: Group First Response features work with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network.

[1]**Group First Response is a Push to Talk Plus bolt-on feature. All lines must have an active Push to Talk Plus feature to be eligible to purchase Group First Response.**

[2]Customers must have the Group First Response feature enabled to be eligible for the Push To Talk Plush Video bolt-on feature.

^Group First Response requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

****Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the below NAICS (formerly SIC) codes

Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems

Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
491110 Postal Service

Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and

Consulting
239210 Pharmaceutical

Communications
517110 Telecommunications, Wired

Telecommunications
238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction;
236220 Construction Management

Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

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517212 Cellular and other Wireless	

Group First Response Dispatch and Video Bundles
National Security, Public Safety, and First Responders
Government Subscribers Only

Mission Critical

Description	License Bundles	Frequency	Price
Dispatch Group Command With Video	DIS_PTT_GROUP_CMD_VIDEO	Monthly	$300.00
Dispatch Group Advance with LMR and Video	DIS_PTT_GROUP_ADV_LMR_VIDEO	Monthly	$281.00
Dispatch Group Command with LMR and Video	DIS_PTT_GROUP_CMD_LMR_VIDEO	Monthly	$306.00
Dispatch PTT+ with LMR and Video	DIS_PTT_LMR_VIDEO	Monthly	$236.00
Dispatch Group Advance with Video	DIS_PTT_GROUP_ADV_VIDEO	Monthly	$275.00
Dispatch PTT+ with Video	DIS_PTT_VIDEO	Monthly	$230.00

Note: Is there a note for the Sku's?? I can state that these are licenses that the customers can cancel at any time. Is there anything else you want to state? Command and advanced had paragraphs on how they worked etc. where is that for these?

All lines must have a Group First Response compatible device with an active Push to Talk Plus feature to be eligible to purchase Group First Response Dispatch and Video Bundles. These features are available to National Security, Public Safety, and First Responder customers only as defined by the NAICS (formerly SIC) codes.

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Interoperability

Mission Critical

Interoperability licenses are not eligible for any further discounts.

Software Sku's

Sku	Sku Description	Pricing Frequency	Price
U960-985-005-GOV	Public Safety IWS Edge Clients[1]	Monthly	$139.95
U960-991-001-GOV	Public Safety Multimedia PTT Clients[2]	Monthly	$7.95
U960-610-001-GOV	Public Safety Radio Gateway Interconnection[3]	Monthly	$39.95
U960-240-001-GOV	Public Safety Video Gateway Interconnection[4]	Monthly	$46.95
U960-260-001-GOV	Public Safety Telephone Interconnection[5]	Monthly	$19.98
U961-985-001-GOV	Public Safety Soft Panic SW[6]	Monthly	$112.50

Hardware Sku's One time charge

Sku	Sku Description	Pricing Frequency	Price
U980-100-001	All Network provisioning	One time	$795.00
U990-800-001	All Staging Testing	One time	$300.00
U500-614-001	4 PORT HW RADIO GATEWAY	One Time	$3,000.00
U500-612-001	2 PORT HW RADIO GATEWAY	One Time	$2,400.00
U500-610-001	1 PORT HW RADIO GATEWAY	One Time	$1,995.00
M840-475	VIDEO STREAMING DEVICE	One Time	$2,100.00
M400-351	SMART CABLE FOR VIDEO SCARPING	One Time	$399.00

Note: Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G HD voice-capable smartphones.

Mutualink solution provides the interoperability required when an active incident occurs (robbery, shooting etc.), and there is a need for different public safety agencies, schools, or commercial establishments to work together. Specifically allow all parties to exchange video, files (e.g. floor plans), messages, in addition to instant Push To Talk for voice communication.

Interoperability – Mutualink solution improves collaboration (Audio, Video, Data) during emergencies in real-time. Overcome silos by enabling you to share information, between first responders, schools, and private security personnel, when you need it.

1. IWS Edge Client – Has a way of allowing drag and drop of participants and creating an active incident. Sharing audio/video data.
2. Multimedia PTT Client – Group communication to share audio/video data.
3. Radio Gateway Interconnection – Monthly charge for connecting the radio gateway to the hosted solution
4. Video Gateway Interconnection - Monthly charge for connecting the radio gateway to the hosted solution
5. Telephone Interconnection - Monthly charge for connecting the radio gateway to the hosted solution (Wireline)
6. Soft Panic SW – Allows customer to create an incident with predefined participants automatically

**** The above Sku's are mutually exclusive from one another. They cannot be used on the same MDN at the same time****

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Local Network Command – National Security, Public Safety, and First Responders

This feature is NOT eligible for monthly access fee discounts.

Mission Critical

Monthly Access Fee for First Responders (88112)	$0.00	Customers may process an uplift that may auto renew within a 23 hr. period

Notes: Local Network Command (LNC) is a tool that provides on-demand local control of pre-selected users' network quality of service enhancement on a temporary basis. LNC requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature. Below are the eligible NAICS codes:

**Uplift will renew up to three (3) times after original uplift request, based on the length of time of the original uplift. Total uplift time (original and renewed) cannot exceed 23 hours.

National Security/ First Responders / Public Safety

- 485111 Mixed Mode Transit Systems (Rail & Buses)
- 485112 Commuter Rail Systems
- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection (except private)
- 922190 Other Justice, Public Order, and Safety Activities
- 923120 Administration of Public Health Programs
- 928110 National Security
- 926120 Regulation and Administration of Transportation Programs
- 926150 Regulation, Licensing, and Inspection of Commercial Sectors
- 926130 Regulation and Administration of Comms, Electric, Gas, Utilities
- 921150 American Indian and Alaska Native Tribal Governments
- 921190 Other General Government Support
- 921110 Executive Offices

Local Network Command – Government Subscribers

This feature is NOT eligible for monthly access fee discounts.

Mission Critical

Monthly Access Fee for Government Agencies (88111)	$1.00	Customers may process an uplift that may auto renew within a 23 hr. period

Notes: Local Network Command (LNC) is a tool that provides on-demand local control of pre-selected users' network quality of service enhancement on a temporary basis. LNC requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature. Below are the eligible NAICS codes:

**Uplift will renew up to three (3) times after original uplift request, based on the length of time of the original uplift. Total uplift time (original and renewed) cannot exceed 23 hours.

Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems

Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
491110 Postal Service

Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical

Telecommunications
238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction;
236220 Construction Management

Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
221113 Nuclear Electric Power Generation

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561612 Protective Services 541330, 541690 Chemical Engineering and **Consulting** 239210 Pharmaceutical **Communications** 517110 Telecommunications, Wired 517212 Cellular and other Wireless	562211 Hazardous Waste Treatment and Disposal **Healthcare and Public Health** 621112 Health Care Practitioners 923120 Public Health Programs

Local Network Command – Enterprise Customers

This feature is NOT eligible for monthly access fee discounts.

Mission Critical

Monthly Access Fee for Enterprise/B2B Customers (NAICS Qualified) (8776)	$2.50	Customers may process an uplift that may auto renew within a 23 hr. period

Notes: Local Network Command (LNC) is a tool that provides on-demand local control of pre-selected users' network quality of service enhancement on a temporary basis. LNC requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature. Below are the eligible NAICS codes:
**Uplift will renew up to three (3) times after original uplift request, based on the length of time of the original uplift. Total uplift time (original and renewed) cannot exceed 23 hours.

Water 924110 Water Infrastructure 221320 Sewage Treatment Facilities 221310 Water Supply and Irrigation Systems **Transportation** 482111 Railway Transportation 481111 Passenger Air Transportation 481112 Freight Air Transportation 483111 Shipping Transportation 491110 Postal Service **Information Technology** 541512 Computer Integration 541519 Computer Disaster Recovery **Chemical** 561612 Protective Services 541330, 541690 Chemical Engineering and **Consulting** 239210 Pharmaceutical **Communications** 517110 Telecommunications, Wired 517212 Cellular and other Wireless	**Telecommunications** 238210, 334290 and 561620 Alarm Systems **Critical Manufacturing** 237310 Highway, Street and Bridge Construction 811310 Industry Equipment Repair 236210 Industrial Building Construction 211113 Extraction; 236220 Construction Management **Energy** 333611 Wind Turbine 221111 Hydroelectric Power Generation 221122 Electric Power Distribution 221118 Other Electric Power Generation 221210 Natural Gas Distribution 221113 Nuclear Electric Power Generation 562211 Hazardous Waste Treatment and Disposal **Healthcare and Public Health** 621112 Health Care Practitioners 923120 Public Health Programs

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WIRELESS EQUIPMENT

Equipment Pricing (NEW)
One (1) Basic voice device at no charge on rate plans with a monthly access fee of $14.99 or higher per 24 months/ per line. Make and model at Verizon Wireless sole discretion, subject to availability.
SOFL Approved Government Equipment Matrix devices. Verizon Wireless Government 10K 2yr matrix pricing only.
All devices shall include an AC charger at no additional cost with the initial purchase. Additional or replacement AC chargers may be purchased
Enterprise Network Extender at 25% off retail. 25% discount applies to the non-discounted, full retail price only of qualifying equipment.
Notes: Verizon Wireless reserves the right to add or discontinue models. Equipment is subject to availability. Verizon Wireless' Government Equipment Matrix is updated at a minimum quarterly based upon equipment availability, changes in technology, and market conditions. Not eligible for any other promotional pricing offers. Equipment becomes eligible for upgrade after 24 months in service.

Accessory Discount
Government Subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories.

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Other Services and Fees

Non-recurring Verizon Wireless Fees	
Insufficient Funds Check	Waived
Bill Reprint	Waived
Late Fee	Waived
Record Change/Upgrade Fee	Waived

Fulfillment/Shipping	
Standard: 2-day (orders received before 4PM)	Waived
Urgent: Priority Overnight (delivery by 10:30 AM) (orders received before 4PM)	$14.99
Saturday: (shipping by noon)	$19.99

Directory Assistance: 411 Search℠	
Our wireless 411 Search℠ is an enhanced directory assistance service with automatic connection. 411 Search offers phone numbers, addresses and information providing quick, safe and convenient service with up to three listings and one call connection per call or text.	
Voice call	$1.99 (subject to change) per call plus applicable airtime, toll, wireless long distance and landline charges
Message Sent via text	With messaging bundle: $1.99 plus airtime for the call, and the message will be subtracted from the monthly allowance
	Per text message: $1.99 plus airtime for the call and $0.20 for the text message

Block all calls except local calls (as defined by call plan): This is not permissible, but Flexible Business Plans are toll free nationwide. No blocking available to Canada or for premium calls such as 411. Toll charges may apply.

Block spam and robocalls: Verizon Call Filter helps you avoid unwanted callers with spam protection, and allows you to set up a spam filter by level of risk, preventing unsolicited calls by sending them directly to voicemail. The basics (spam detection, blocking and reporting) are available at no charge.

Block inbound/outbound text messages: Inbound and outbound text messaging can be blocked, including both at the same time at no charge.

Block international calls to and from North America only: International Services Enabled (ISE) is required to permit calls to Mexico. Blocking is available within the North America dialing pattern, which includes the U.S. and Canada. Toll charges may apply. Incoming calls can originate anywhere in the world.

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Feature	Basic Voicemail	Basic Visual Voicemail	iPhone Visual Voicemail	Voicemail to Text for iPhone	Premium Visual Voicemail
Monthly Access Fee	Free	Free + Data	Free + Data	$2.99 + Data	$2.99 + Data
Storage Capacity (Messages)	20	20	40	40	40
Message Duration	3 minutes	3 Minutes	3 Minutes	3 Minutes	5 Minutes
Transcription	NA	NA	NA	X	X
Distribution Lists	15	15	NA	NA	20
Distribution Members	10	10	NA	NA	50
Call Return	NA	X	X	X	X
Save Voicemails to device	NA	X	NA	NA	X
Caller Dependent Greetings	NA	NA	NA	NA	20
Caller Dependent Greeting Members per group	NA	NA	NA	NA	50
Reply by Text and E-Mail	NA	X	X	X*	X
Forward by Text and E-Mail	NA	NA	NA	NA	X
Voicemail to Text	NA	NA	NA	X	X
Mobile Application**	NA	X	X	X	X
Reply by FaceTime**	NA	NA	X	X	NA

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Legacy Pricing

LEGACY: Custom State of Florida Nationwide Push to Talk Plus (PTT) Per Line Calling Plan or Feature				
The calling plan below reflects the monthly access charge discount. No additional discounts apply.				
Conventional (Basic) Device Plan		Smartphone Device Feature		
SOFL Plan Number	Monthly Access Charge Per Line	Tier Domestic Anytime PTT Plus Lines Per Month	Domestic Anytime Voice Allowance Minutes Per Month	
			Conventional (Basic) Device Plan	Smartphone Device Feature
2B.1 *through* 2B.18 (PTT+ 94976)	$10.00	1 - 8,999	0	Per selected voice calling plan requirements
Mobile to Mobile Calling	Unlimited			
Data Sent/Received	Per the data package selected or Per the voice calling plan.			
PTT Plus service requires PTT Plus enabled device and coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.				

Legacy: Custom State of Florida Nationwide Push to Talk Plus (PTT) Per Line Calling Plan or Feature (INTEROPERABILITY)				
The calling plan below reflects the monthly access charge discount. No additional discounts apply.				
Conventional (Basic) Device Plan		Smartphone Device Feature		
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Anytime PTT Plus Lines Per Month	Domestic Anytime Voice Allowance Minutes Per Month	
			As a plan: 0	As a feature: Per the voice calling plan
2B.1 *through* 2B.18 (PTT+ 94976)	$10.00	1 - 8,999		
Mobile to Mobile Calling	Unlimited			
Data Sent/Received	Per the data package selected or Per the voice calling plan.			
PTT Plus service requires PTT Plus enabled device and coverage. PTT Plus Interoperability requires an Interoperability Gateway, PTT Plus enabled device, and coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.				

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LEGACY: Custom State of Florida SMS Per Message Feature				
The calling features below reflect the monthly access charge discount. No additional discounts apply.				
SMS (Text Messaging)				
SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per SMS Message Rate (Sent/Received)
3.1 *through* 3.13 (77847)	$0.00	0	1 - 450,999	$0.02
SMS (Text) Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received see attached International services pricing for further details... Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.				

LEGACY: Custom State of Florida MMS Per Message Feature				
The calling features below reflect the monthly access charge discount. No additional discounts apply.				
MMS (Picture and Video Messaging)				
SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per MMS Message Rate (Sent/Received)
3.1 *through* 3.25 (77848)	$0.00	0	1 - 1,608,999	$0.05
Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are $0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.				

LEGACY: Custom State of Florida SMS Broadcast Per Message Feature				
The calling features below reflect the monthly access charge discount. No additional discounts apply.				
SMS Broadcast (Text) Messaging				
SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per SMS Message Rate (Sent/Received)
3B.1 through 3B.25 (77847)	$0.00	0	1 – 130,999	$0.02
SMS (Text) Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.				

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LEGACY: Custom State of Florida Voice Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Unlimited Night & Weekend Minutes

SOFL Plan Number	Domestic Anytime Minutes	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Domestic Voice Roaming (Outside Florida)
6.1a (86192)	250	$20.60	$0.041	$0.103
6.4a (86193)	600	$30.90	$0.041	$0.103
Data Sent or Received		$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

LEGACY: Custom State of Florida Unlimited Voice Calling Plan

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

No Domestic Long Distance Charges

SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Domestic Voice Roaming (Outside Florida)
6.6a(86194)	Unlimited	$41.20	N/A	$0.103 (includes PTT+)
Data Sent or Received		$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

LEGACY: Custom State of Florida Unlimited Nationwide Voice Calling Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Voice Roaming (Canada and Mexico)
6.6a (86197)	Unlimited	$51.50	N/A	$0.69 (includes PTT+)
Data Sent or Received		$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

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LEGACY: Custom State of Florida All Inclusive Unlimited Nationwide Voice & Messaging Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Conventional and Smartphone/BlackBerry Devices

SOFL Plan Number	Monthly Access Charge Per Line	Nationwide Voice Allowance	Domestic Tethering Allowance	Overate Rate	Unlimited Text, Picture, Video Messaging and Data
6.1d(86768-3G)	$51.00	Unlimited	5GB	$10.30/GB	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage.

LEGACY: Custom State of Florida All Inclusive Unlimited Nationwide Voice & Messaging Plan (Hotspot)

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Conventional and Smartphone/BlackBerry Devices

SOFL Plan Number	Monthly Access Charge Per Line	Nationwide Voice Allowance	4G Domestic Hotspot/Tethering	Overate Rate	Unlimited Text, Picture, Video Messaging and Data
6.1d (86769-4G)	$51.00	Unlimited	5GB	$10.30/GB	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage.

LEGACY: Custom State of Florida BlackBerry Data Feature Packages

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS Messaging
6.10b(77294 and 79789)	$15.45	500MB	$0.00849per MB	Included*
6.11b(77295 and 79790)	$20.60	1,000MB		
Exhibit 6B(79740 and 79791)	$23.69	2,000MB		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage. *Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans

LEGACY: Custom State of Florida BlackBerry Unlimited Data Feature Package

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Data for BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS messaging and tethering
6.12b(79407-4G and 79409-3G), (79781-4G and 79780-3G	$32.96	Unlimited*	N/A	Included**

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be

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reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice **Not available when bundled with the State of Florida Nationwide Custom Pooled Voice Services Plans

LEGACY: Custom State of Florida Mobile Broadband Connect Feature			
The calling feature below reflects the monthly access charge discount. No additional discounts apply.			
With a Mobile Broadband Connect capable Smartphone/BlackBerry devices only			
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Per Minute Rate and Long distance
6.1f (76404-4G, 76405-3G)	$10.00	Unlimited*	Per the Voice Plan

Notes: See attached Plan and Feature Details for important information about plans, features and options. Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. Feature may only be added onto an eligible plan coupled with a Custom State of Florida Smartphone or BlackBerry Data Feature Package (SOFL Plans 6.6b, 6.7b, 6.10b, 6.11b and Exhibit 6B). Per Minute Rate applies to voice calls and other data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice

LEGACY: Custom 4G Unlimited Smartphone Plan for Public Sector State of Florida - Government Subscribers Only **This plan is not eligible for additional monthly access fee discounts.**	
Monthly Access Fee	**$50.00**
Data Allowance[1]	Unlimited
Mobile Hotspot[2]	Unlimited
Monthly Anytime Minutes	Unlimited
Domestic Long Distance Toll Free	Included
Domestic and International Messaging Allowance[3]	Unlimited

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing see attached International services pricing for further details.. Only a 4G smartphone can be activated on this plan.

[1]After 10 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p.

[2]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If 10 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

[3]Unlimited messaging from within the United States to anywhere in the world where messaging services are available. See attached International services pricing for further details.

The "Custom 4G Unlimited Smartphone Plan for Public Sector – State of Florida Government" is eligible to use Travel Pass SPO code 383.

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Verizon Wireless Plan and Feature Details

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses END or the call disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, Airtime may be charged when dialing toll-free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. . Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States,
(ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viiii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Push to Talk Plus: Push to Talk Plus capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk Plus Calling Plan to another calling plan may not be able to use certain Push to Talk Plus capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party.. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. . In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take

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the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please refer to the attached One Talk terms of service.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries.

International Roaming Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. International rates and destinations are subject to change without notice. You must add International Eligibility to your account to roam in many destinations. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM International Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Ask your account manager for the most current list of participating foreign carriers.

Data Services

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at $0.25/minute.

Verizon Wireless is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please refer to the Network Performance attachment. .

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please refer to the Network Performance attachment.. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

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Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders, "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless" requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See the attached Verizon Full Privacy Policy]**

Unlimited Data Plans and Features (such as Mobile Broadband, and Push to Talk Plus) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine–to–machine connections or peer–to–peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited , Mobile BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited Mobile BroadbandAccess and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited Mobile BroadbandAccess services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync. Unlimited Mobile BroadbandAccess and data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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Data Roaming: International Eligibility is needed to roam in many destinations. See attached International services pricing for further details.

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a Mobile BroadbandAccess PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

M2M Data Plans and Feature Details

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Data Roaming: International eligibility is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO. Please refer to the attached international services pricing for additional details.

M2M Data Plan Share Options:

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans on the same billing account, in the same usage group (e.g. Low Usage and High Usage plans cannot share with each other). Unused allowance will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines on the same billing account that have exceeded their allowance during the same monthly billing period. At the end of each bill cycle any unused allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Profile Share: Customer may activate one (1) share group per profile (e.g. Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Profile Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: [1]A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

One Talk℠ and Message+ from Verizon - Government Terms of Service

One Talk from Verizon, together with its related devices, software and applications ("Service" or "One Talk"), is a commercially available business telephone solution that brings together the functions of office phones and mobile devices (smartphones and tablets) into a unified system, with all devices sharing the same communication features. Please refer to the One Talk Features as attached hereto for a listing of features currently available with the Service.)

The following terms of service apply to the One Talk Service. "Customer" means the eligible entity purchasing the One Talk service under the Contract along with any Customer end users using the Service.

1. **Customer Agreement.** Customer's use of the Service is subject to all Contract terms. This applies regardless of whether the end user device is on the Customer's account or paid for by the end user (e.g. a Bring Your Own Device arrangement between Customer and end user).

2. **How the Service Works.** For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared with up to eight (8) devices (which can include one (1)

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smartphone using One Talk in Basic Dialer mode (if available), five (5) smartphones and/or tablets using the One Talk Mobile App, and two (2) desk phones. (Note that desk phones are not required for the Service.) You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. The Service is not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract.

Customer is solely responsible for managing its end user access to the One Talk Service, management of end user devices and management of information transmitted via the Service. Addition of devices and associated Service features is managed and administered by the Customer through Verizon Wireless' web portal.

A. One Talk Components

One Talk Basic Dialer. If available, the One Talk Basic Dialer adds various business features to a compatible device's native dialer, which on a compatible smartphones.) With One Talk in Basic Dialer mode, Customer's One Talk phone number will be the same as its Verizon Wireless phone number. Other devices that you select will share the same One Talk phone number.

One Talk Mobile App. The One Talk Mobile App is available for smartphone and tablets either from the Google Play™ Store for devices with Android™ 5.0 or higher or from the Apple® App Store for devices with iOS 9.0 or higher. To use the Service, Customer must add a One Talk phone number to the Mobile App and end users must use the Mobile App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Mobile App. With the Mobile App, the device will have two phone numbers – one for its original native dialer (if available), and the other for the One Talk number. Other associated devices will share the same One Talk number. Users may install the One Talk Mobile App on a compatible device, including devices receiving service from other carriers. In such circumstances, One Talk phone numbers must be added to their devices, and the users will be Verizon Wireless subscribers for purposes of the Service only, even if they continue to use a different carrier for their original mobile telephone numbers. In order to use messaging through the One Talk Mobile App, the customer also must add the Message + App.

Message+ App. The Message+ App provides an integrated and customized messaging experience across an end user's mobile phone, tablet, PC, and other devices, and an integrated calling experience across a user's mobile phone and tablet. (Note that integrated calling is not part of the One Talk Service.) An end user can also send group, location and other multimedia messages ("MMS") in addition to traditional text messages. The Message+ App includes an Integrated Messaging feature that lets users send and receive text and multimedia messages on an end user's smartphone, tablet, computer or the web using a user's Verizon One Talk mobile telephone number. The service syncs up to 90 days of messages across an end user's devices.

One Talk Desk Phones. One Talk desk phones are Voice-over-Internet Protocol (VoIP) devices that must be purchased from Verizon Wireless. At your location, you will need separate broadband service (from Verizon or another ISP), either Ethernet or Wi-Fi connectivity, and AC power. Check with your Verizon Wireless sales representative for the availability of desk phones under the Contract.

Auto Receptionist: Hunt Group. In order to utilize either of these features, Customer must activate a new Verizon Wireless line or port in a line from another carrier. The settings for the line must be configured using the One Talk section of the My Business web portal.

B. Charges

For each One Talk line, you will be charged a monthly recurring fee for the Service, in addition to the charges for data, voice, and messaging based on your service plan. Charges for international use may apply. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each mobile phone number during the applicable billing cycle.

Desk Phones. Voice and video calls to and from One Talk desk phones will consume data on your existing broadband, cellular, or Wi-Fi connection. The following applies if you use the VZW network to connect to the Service:

One Talk Basic Dialer. Adding the One Talk feature to a smartphone does not consume any data. If you have a device that supports video calling, the voice portion will be billed as minutes of use and the video portion will be billed as data. Voice calls will be billed as minutes of use only.

One Talk Mobile App. Your download of the One Talk Mobile App will consume approximately 30 MB of data. Your use of the Service (including your download of the One Talk Mobile App) will be billed as data.

Auto Receptionist; Hunt Group. You will be charged a monthly recurring fee for each Auto Receptionist and Hunt Group line in your company's profile.

3. **Integrated Calling Charges (Message+).** Integrated Calling does not have a separate monthly service fee, but data usage charges will be incurred in accordance with Customer's service plan. If a call is transferred among connected devices, each transfer will be billed as a separate call. Also, depending on the service address, Customer may be assessed an additional 911 charge if required by law. Any call made from a tablet to a U.S. number will be treated as a domestic call, no matter where the call originates. Any call made from a tablet to a non-U.S. number will be treated as an international long distance call that originates in the U.S., which is subject to U.S. taxes, fees and Verizon surcharges, no matter where the call actually originates. These calls will be billed in accordance with Customer's international calling plan and/or international Contract rates.

4. **Emergency 911 Calls.** End users can make a 911 call over a Wi-Fi connection when using the Service, but whenever possible, end users

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should avoid doing so because 911 calls over a WiFi connection will not work if there is a failure of your broadband connection or electrical power, or if the 911 system doesn't recognize the address. In addition, when using a One Talk desk phone, voice functionality (including the ability to make and receive 911 calls) will not be available during a power outage, broadband connection failure or other service disruption. Before any desk phone can be activated or the Service can be activated on any device, Customer must enter the U.S. address where Customer wants emergency services to be sent if end users call 911. It is not necessary to use the same address for all devices. It is very important that Customer updates its 911 address whenever Customer changes its location for any of these devices because this is the location that will be given to emergency services when end users dial 911. End users can go to their mobile device's Settings and change their 911 address at any time. Customer can change the 911 address for a desk phone on the One Talk section of the My Business web portal. (Note: With a smartphone using the One Talk Mobile App, emergency services will use the 911 address only if you use Wi-Fi to make the 911 call. If end users are using the Verizon Wireless Network, their smartphone's built-in capabilities will provide the location of the end user's device.)

5. **Integrated Messaging Text Message Feature.** To send and receive SMS messages, Mobile devices associated with either One Talk Basic Dialer (if available) or One Talk Mobile App must download the Message+ App to the device. The Integrated Messaging functionality of Message+ enables you to synchronize messages across multiple devices, including smartphones, tablets and the web. Text messages sent and received while using the Service are separate from the native texting app (dual numbers) and are only temporarily retained on the One Talk message platform in the cloud. End users with access to the Service on a Smartphone or the Mobile Client can retrieve/download any text message sent or received using the Service.

6. **HIPAA**. Integrated Messaging is not designed for secure transmission or storage of personal healthcare information. Therefore, Customer agrees not to use Service to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA"). Covered Entities and Business Associates (as defined by HIPAA) will not use Integrated Messaging to store or transmit PHI. Customers that do not want its end users to save messages to the cloud (including all Covered Entities and Business Associates, as defined by HIPAA), must have an authorized representative block Integrated Messaging. For further information One Talk Verizon Messages terms of service.. To learn more about HIPAA, go to: http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html.

7. **Service Limitations.** The Service is not compatible with fax machines, credit card machines or certain security systems. Your Verizon Wireless representative can suggest other possible solutions for some of these functions. Please check with your provider to confirm the compatibility requirements of your security system.

8. **Important Service Disclosures**. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS CUSTOMER MAY HAVE. CUSTOMER AGREES TO USE THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICES IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON VERIZON WIRELESS, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

CUSTOMER IS ON NOTICE THAT ANY TEXT MESSAGES DELIVERED TO A DEVICE USING THE SERVICE WILL REMAIN ON THAT DEVICE, EVEN AFTER THE MESSAGING FEATURE IS REMOVED OR END USER IS DEREGISTERED AND NO LONGER HAS ACCESS TO THE SERVICE. END USERS CONTROL THE DELETION OF MESSAGES RECEIVED ON THEIR DEVICES.

9. **Software**. In connection with the Service, Verizon Wireless will provide software that is owned by us, our affiliates or third-party licensors ("**Software**"). Verizon Wireless may update the Software from time to time and Customer and/or end user failure to install any update may affect Customer's Service and/or use of the Software. Customer may use the Software only as part of, or for use with, the Service as authorized in this Addendum.

Verizon Wireless grants Customer a limited, non-exclusive, non-transferable license to use the Service and the Software solely as authorized in this Addendum. All rights regarding use of the Service and Software not expressly granted in this Addendum are reserved by Verizon Wireless and/or any third-party licensors. The Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code; which are available for review in the One Talk attachments.

Software was developed solely at private expense, and Customer has no other rights in software than those set forth herein. As such, customer may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service or Software, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). Customer also agrees to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and/or reinstallations of Software and obtaining available patches to address security, interoperability and/or performance issues.

10. **Disclaimer of Warranty.** THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VERIZON WIRELESS, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "VERIZON PARTIES"), INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON- INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE

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OPERATORS FROM WHICH YOU DOWNLOAD THE ONE TALK MOBILE APP WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

Networkfleet Terms and Conditions

1. DEFINITIONS. In these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

“Customer Website Pages” means the web pages on the Networkfleet Website designated by Networkfleet for use by Customer.

"Devices" means the Networkfleet wireless device(s) identified on an accepted order.

"Networkfleet Services" means the services ordered hereunder including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) any proprietary data feed or elements thereof or any APIs provided by Networkfleet; (c) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (d) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (e) Customer access and usage of Customer Website Pages; and (f) Device installation services.

"Networkfleet Website" means the Networkfleet website currently located at www.networkfleet.com.

“Network Fleet” is a wholely owned subsidiary of Verizon Communications, Inc, and an affiliate of Cellco Partnership, d/b/a Verizon Wireless which is the “Contractor” under the Verizon Wireless State of Florida Contract DMS-10/11-008C

"Service Partners" means the entities that Verizon Wireless works with, from time to time, to provide the Networkfleet Services, including, but not limited to, installers, website operators, mapping data providers and licensors.

"Vehicle" means any vehicle equipment equipped with a Device and owned or under the control of Customer.

2. NETWORKFLEET LICENSE. During the time that Customer is entitled to receive Networkfleet Services hereunder, the Customer shall have a non exclusive, non transferable license to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Verizon Wireless in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions. Redistribution or resale of this information by the Customer is prohibited without prior written consent.

3. INSTALLATION SERVICES. If Verizon Wireless accepts an order for Device installation services, such services may be performed by Service Partners who will install the Device at a mutually agreed location, in accordance with Networkfleet’s Installation Policy, located at in the Networkfleet attachements., as it may be amended from time to time, which is available at the Networkfleet Website. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Verizon Wireless is not obligated to restore the Vehicle after removal of the Device.

4. CUSTOMER OBLIGATIONS. Customer shall limit its use of the Devices, Networkfleet Services, Networkfleet Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply with all applicable laws and regulations and with Networkfleet's Website Acceptable Use Policy, Privacy Policy and all other policies that Networkfleet may establish from time to time, which are, or will be available, on the Networkfleet Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Networkfleet Services and that the Networkfleet Services include the collection of data points associated with the Vehicle’s location and manner of operation.

5. LIMITED WARRANTY. (a) Verizon Wireless warrants to Customer that a Device purchased hereunder (other than an Asset Tracker device) will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of a Device. The period may be extended though the same period of time as the Customer has continuously paid for Networkfleet Services for the Device;
(b) Verizon Wireless warrants to Customer that an Asset Tracker device which has been purchased new from Networkfleet by Customer, will be free from defects in material and workmanship that prevent it from functioning in accordance with its specifications for a period of three (3) years from initial activation, excluding the battery.
(c) Verizon Wireless warrants to Customer that all accessories that are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment,
(d) Verizon Wireless warrants to Customer that installation services will be free from defects in workmanship for a period of one (1) year from completion of any such installation services (unless Customer has purchased an extended installation warranty). Verizon Wireless warrants that extended warranty

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installation services will be free from defects in workmanship for a period of one (1) year following completion of such services. The period may be extended through the same period of time as the Customer has continuously paid for such extended warranty installation service.
(e) Warranty claims must be made by notifying Verizon Wireless in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Networkfleet's current applicable warranty policy as attached hereto. Verizon Wireless will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device.
(f) THE REMEDIES IN THIS SECTION ARE THE SOLE OBLIGATIONS AND REMEDY FOR BREACH OF ANY WARRANTY.

6. EXCLUSIONS. The Limited does not cover repair, replacement or correction of any defect, damage or malfunctions caused by: (i) failure to properly install the Devices as described in the Networkfleet installation guides (if installation is not performed by Networkfleet); (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of Nature; (iii) failure of the facilities Customer uses to access the Networkfleet Website or to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing.

7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5, VERIZON WIRELESS MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VERIZON WIRELESS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VERIZON WIRELESS DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

8. LIMITATION OF LIABILITY. (a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. VERIZON WIRELESS' CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VERIZON WIRELESS. (b) WITHOUT LIMITING THE FOREGOING, VERIZON WIRELESS AND THE SERVICE PARTNERS ARE NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING NETWORKFLEET SERVICES OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT WIRELESS COMMUNICATIONS NETWORKS ARE USED TO CONNECT THE DEVICES WITH NETWORKFLEETS DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE NETWORKFLEET SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE NETWORKFLEET SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VERIZON WIRELESS DO NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

9. PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Networkfleet Service and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet, its affiliates or the Service Partners (including, with respect to the Networkfleet Website, materials that may be proprietary to Service Partners and suppliers, and that Networkfleet, its affiliates, including Verizon Wireless and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet, its affiliates and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website and grant such Customers a limited license for purposes of utilizing the services for the purposed outlined in this agreement. Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any Device or the Networkfleet Website or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose. Customer agrees that with respect to the Networkfleet Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Networkfleet Services to any third party; (b) except with the express written consent of Verizon Wireless, combine, embed or incorporate the Networkfleet Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Networkfleet Devices; (c) reverse engineer, translate, convert, decompile the Networkfleet Services; (d) remove or alter any proprietary notices in the Networkfleet Services;(e) use the Networkfleet Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (f) use the Networkfleet Services in any manner that threatens the integrity, performance, or availability of the Networkfleet Service; or (g) use the Networkfleet Service in any manner that violates local, state or federal laws, regulations or orders. The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement reference Networkfleet MAXAR DigitalGlobe attached hereto.

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10. MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided such changes do not materially adversely affect Customer's use of the Networkfleet Services or Networkfleet Website. Subject to the foregoing, such changes may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Services unavailability.

11. DATA. Customer represents and warrants that it has all rights and authority with respect to the data Verizon Wireless, Networkfleet, and the Service Partners acquire and transmit through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("Business Data") and grant the rights and approvals set forth in this Agreement and further grants to Verizon Wireless, Networkfleet, its affiliates and the Service Partners the nonexclusive, license and right to collect, access and use Business Data, and to access, copy and use the Business Data in the course of performing the Networkfleet Services and to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others and for other purposes of Networkfleet and its affiliates, including the development of data products for sale, licensing and distribution to third parties during the term of its contract with the Customer; provided, however, that except as may be required under law or court order, Networkfleet will not disclose or distribute Business Data to a third party in a form that permits identification of Customer.

12. EXPORT CONTROL. Customer understands and agrees that: (i) the software used in connection with the Service is controlled by US export control laws; (ii) further transfer or export of the software may be subject to US export control laws or similar laws of other countries; (iii) Customer will abide by such laws; and (iv) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that: (i) Customer is not now located in, does not maintain an office or residence in, is not a citizen of, nor does Customer intend to travel to (without agreeing to follow any specific federal regulatory parameters on such travel), any of the following countries: Cuba, Iran, North Korea, Sudan, Syria, or other locations where the United States or other governments may have restrictions; and (ii) Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

13. OWNERSHIP AND ACCEPTANCE. Title transfer and acceptance of products and services occur upon shipment or provision of service.

14. GENERAL. (a) No amendment, change, modification or waiver to any provision of any accepted order or these Terms and Conditions will be binding unless signed by an authorized representative of each party. (b) The parties' respective rights and obligations under Sections 7. DISCLAIMER OF WARRANTIES, 9. PROPRIETARY RIGHTS, and 11. DATA survive termination of an order.

Call Filter Service Attachment to Verizon Wireless Agreement: Government Terms of Service

This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

1. **Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to take manage its calls (the "Service").

2. **Call Filter and Call Filter Plus Service Description**. Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features for a monthly charge, which are set forth in the Call Filter Plus Service Fees exhibit attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. . Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.

3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter

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utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.

4. **Spam Protection and the Call Filter Application**. Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.

5. **Caller ID**. Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device. Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.

6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).

7. **Data Charges**. Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in the Call Filter Plus Service Fees exhibit.

8. **Privacy**. Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, please refer to the attached Verizon Full Privacy Policy. . In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.

9. **Licenses and Restrictions**. Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-exclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.

10. **Restrictions on Use**. Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.

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11. **Branding**. All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.

12. **User Content**. For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.

13. **Digital Millennium Copyright Act Notice**. If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

    Verizon Copyright Department
    1320 North Courthouse Road, Floor 9
    Arlington, Virginia 22201, U.S.A.
    Fax 703.351.3669
    Email DMCA@verizon.com

    NOTE: No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

    1. Signature of copyright owner or person authorized to act on behalf of the owner;
    2. Identification of copyrighted work claimed to be infringed;
    3. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
    4. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
    5. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
    6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

14. **Open Source and Third Party Licenses**. Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service. Please refer to the Call Filter open source licenses attached hereto. :
    - [This link is broken. Our technical team reached out to the vendor and that vendor is working on the links, but it has not yet been resolved.
    -
    - This link is broken. Our technical team reached out to the vendor and that vendor is working on the links, but it has not yet been resolved.

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15. **Termination**. Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.

16. **DISCLAIMER OF WARRANTIES**. THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULLNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDLENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.

17. **LIMITATIONS OF LIABILITY**. TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN ($10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.

18. **[Reserved]**

19. **Export Control**. Use of the Service may be subject to the export and import laws of the Unites States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasure Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.

20. **Safety**. Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer's full attention.

Verizon Push to Talk Responder (PTT Responder) Terms and Conditions

This Agreement is between you, as our Customer or End User, and Verizon Wireless ("**VZW**") and it sets forth the terms and conditions under which you agree to use and we agree to provide PTT Responder, a mission-critical push to talk solution (also known as the "Service"). By using or accessing PTT Responder, you accept these Terms & Conditions. VZW may change these terms and conditions from time to time as permitted by applicable law. By continuing to use the Service after VZW has notified you of changes, you are accepting those changes.

1. **Customer Agreement.** For business customers, PTT Responder is subject to your company's major account agreement with VZW.

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2. **How the Service Works**. You can access PTT Responder in the following ways: (i) through a mobile application (the "**Mobile App**"), or (ii) by downloading computer software from the VZW website (the "**Computer Client**"). Not all PTT Responder service features are available through all access methods.

3. **Charges.** Your download of PTT Responder will be billed according to the applicable data plan. Your use of PTT Responder will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan, please see the Public Safety Services document attached

4. **Privacy.** VZW may use information about your activity in PTT Responder, subject to our Privacy Policy and applicable law attached hereto. .

5. **Licenses.** Mobile App, Computer Client, or any other executable associated with your access or use of PTT Responder is referred as "PTT Responder Software". You have a limited, non-exclusive, non-transferable license to use PTT Responder in the U.S. and the object code version of PTT Responder Software solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers and, for the sake of clarity, is not for resale and is not sublicensable. The PTT Responder Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code, and information about these items is available in the attached Open Source document. . Nothing in this Agreement will be construed to limit any rights granted under such open source licenses.

6. **Maps.** If you are using PTT Responder Dispatcher Request Location from Client and PTT Responder Dispatch with MAP Integration as standalone products (not in conjunction with Push to Talk Plus), such use will require use of OpenStreetMap (© OpenStreetMap contributors). Use of OpenStreetMap within PTT Responder is subject to the Open Data Commons Open Database License (ODbL) licensed by the OpenStreetMap Foundation (OSMF). Please refer to the attached Open Street map document. . The ODbL may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the ODbL including all limitations and restrictions therein as may be updated by OpenStreetMap from time to time, you may not use PTT Responder. Your use of the OpenStreetMap service within PTT Responder will constitute your acceptance of the ODbL. If there is a conflict between these Terms and that license, the ODbL license terms will control.

7. **Consent to Share Location Information.** PTT Responder Dispatcher Request Location from Client and PTT Responder Dispatch with MAP require sharing of your "Location Information" (data that can be used to describe, determine or identify the location of the mobile device you use while accessing PTT Responder). With your consent, your Location Information will be shared with your employer, for business purposes only.

8. **Additional Terms for Device Call Logging and Recording.** For PTT Responder, the Device Call Logging and Recording feature within PTT Responder permits your employer to log and record your calls while you are using a mobile device with PTT Responder. By using PTT Responder, you consent to calls on your mobile device being logged and recorded by your employer, and you consent to any person authorized by your employer listening to your conversation(s) for training and other legitimate business purposes. Employers shall restrict access to the Device Call Logging and Recording feature of PTT Responder to only authorized employees, who shall only use the feature during business hours for training and other legitimate business purposes.

9. **Restrictions on Use.** You may not, or allow others to (i) transfer, assign or sublicense its license rights to any other person or entity or use the PTT Responder Software on any equipment other than the equipment on which it was originally installed, and You acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (ii) make error corrections to or otherwise modify or adapt the PTT Responder Software, create derivative works based upon the PTT Responder Software, or permit third parties to do the same; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the PTT Responder Software to human-readable form or attempt to reconstruct or discover the source code, underlying ideas or algorithms of any components of the PTT Responder Software, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (iv) use or permit the PTT Responder Software to be used to perform services for third parties, whether on a service bureau or time-sharing basis or otherwise, without the express written authorization of Verizon; (v) remove or obscure any proprietary notices from the PTT Responder Software, documentation or other materials furnished or made available hereunder; (vi) disclose, provide, or otherwise make available trade secrets contained within the PTT Responder Software and documentation in any form to any third party without the prior written

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consent of Verizon; (vii) enable any PTT Responder Software features or capacity (e.g., additional storage hours, agents, ports or mailboxes) which is licensed as separate products without Verizon's prior written consent; and/or (viii) permit or encourage any third party to do any of the foregoing. Customer shall implement reasonable security measures to protect such trade secrets.

10. **Termination**. VZW may terminate or discontinue PTT Responder at any time without notice, including if you breach these Terms and Conditions, subject to the applicable contracts disputes act if you are a government entity.

11. **Disclaimer of Warranty; Limitation on Liability.** PTT RESPONDER AND ANY INCLUDED SOFTWARE IS PROVIDED 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).

12. **Export Control.** You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not export, or allow the export or re-export of PTT Responder in violation of any such restrictions, laws or regulations. By downloading or using PTT Responder, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country or on any restricted parties list.

13. **Safety.** Please do not endanger yourself and others by using PTT Responder while driving or engaging in any other activity that requires your full attention.

Verizon Local Network Command Terms and Conditions

1. GENERAL
1.1 Service Definition
1.2 Service Availability
2. SUPPLEMENTAL TERMS
2.1 Customer Agreement
2.2 Privacy
2.3 Licenses
2.4 Consent to Share Location Information
2.5 Disclaimer of Warranty; Limitation of Liability
3. CUSTOMER RESPONSIBILITIES
3.1 Restrictions on Use
4. FINANCIAL TERMS
4.1 Responsibility for Charges

1. GENERAL

1.1 **Service Definition.** Local Network Command is a local control solution allowing for temporary uplift of mobile devices to enhanced network performance (also known as the "Service").

1.2 **Service Availability**. You can access the Service through a web-based tool hosted at the VZW MyBiz portal. The account single point of contact (SPOC) must preselect the users for uplift through the Service. The account SPOC can preselect users individually or as part of a group. The account SPOC must also create and designate specific users as Incident Commanders. Incident Commanders will have the ability to create incidents using the Service and uplift preselected users during an incident.

2. SUPPLEMENTAL TERMS

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2.1 **Customer Agreement**. For enterprise customers, the Service is subject to your organization's major account agreement with VZW.

2.2 **Privacy**. VZW may use information about your activity in using the Service, subject to our Privacy Policy and applicable law, which are attached hereto

2.3 **Licenses**. You have a limited, non-exclusive, non-transferable license to use the Service solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers.

For Location Information (defined below), the Service requires use of MapQuest. Use of MapQuest within the Service is subject to:

- the MapQuest Terms of Service attached hereto
- the MapQuest 3rd Party Notices and Licenses MapQuest Attributions attached hereto.,
- the Mapbox Notices MapQuest Mapbox as attached hereto, and
- the MapQuest Privacy Policy MapQuest System1 Privacy Policy as attached hereto

The MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices and MapQuest Privacy Policy may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices or MapQuest Privacy Policy, including all limitations and restrictions therein as may be updated by MapQuest from time to time, you may not use the Service. Your use of MapQuest within the Service will constitute your acceptance of the MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices and MapQuest Privacy Policy

2.4 **Consent to Share Location Information**. The Service will require sharing of "Location Information" (data that can be used to describe, determine or identify the location of all mobile devices subject to the Service). In using the Service, you represent and warrant that you have obtained all necessary consent(s) from individual users whose mobile devices will be subject to the Service, and that VZW has no responsibility to obtain such consent(s).

2.5 **Disclaimer of Warranty; Limitation of Liability**. THE SERVICE IS PROVIDED 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).

3. **CUSTOMER RESPONSIBILITIES**

3.1 **Restrictions on Use**. You may not, or allow others to, adapt, alter, modify, de-compile, reverse engineer, translate, or create derivative works of the Service. The Service is intended for those devices with a clear need for temporary uplift to enhanced network improvement. You agree not to abuse the Service as determined by the sole discretion of Verizon. "Abuse" may include, but not be limited to, the indiscriminate uplift of all devices within a specific geographic area where such action adversely affects the Verizon wireless network.

4. **FINANCIAL TERMS**

4.1 **Responsibility for Charges**. Your use of the Service will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan

VERIZON DNS SAFEGUARD for PUBLIC SAFETY

1. GENERAL

1.1 Service Definition

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1.2 Service Features for DNS Service Plus

1.3 Service Features for DNS Service Advanced

2. SUPPLEMENTAL TERMS

2.1 Service Activation and Implementation

2.2 Services Agreement Flow Down Terms

2.3 Customer Responsibilities

2.4 Warranties

2.5 Use of Data

2.6 Term and Termination

3. FINANCIAL TERMS

3.1 General

4. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Verizon DNS Safeguard for Public Safety (DNS Service) is a cloud-based security platform intended to provide a first line of defense against threats on the Internet by detecting and blocking inappropriate and malicious sites and content before the Internet Protocol (IP) connections are established. DNS Service is enhanced with threat intelligence feeds from the Verizon Threat Research Advisory Center which, learning from internet activity patterns, automatically uncovers current and emerging threats to continually keep the network safe.

The DNS Service platform operates as a DNS resolver that converts domain names to IP addresses which allows the platform to prevent IP connections to known malicious sites. When a legitimate domain is resolved, the DNS Service returns the actual IP address.

The DNS Service consists of two offerings: DNS Service Plus and DNS Service Advanced.

1.2 **Service Features for DNS Service Plus.** The following service features are included with DNS Service Plus:

1.2.1 **DNS Layer of Breach Protection.** DNS Service is able to detect and block malicious sites and content before they reach the network as a DNS request is made before IP connections are established. Malware, ransomware, phishing, spyware, botnets, and command & control call-backs are blocked over any port or protocol before such threats can reach users and network.

1.3 **Service Features for DNS Service Advanced.** The following service features are included with DNS Service Advanced.

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1.3.1 **Premium Threat Feeds.** DNS Service Advanced includes the Basic Threat Feeds described in the DNS Service Plus and additional threat feeds from the Verizon Threat Research Advisory Center's display of threat analytics and intelligence it gathers from third party proprietary and open source data.

2. SUPPLEMENTAL TERMS

2.1 Service Activation and Implementation

2.1.1 **Service Activation**. The DNS Service will begin Activation Date is 10 Business Days following the Order Confirmation Date.

2.1.2 **Offshore Support**. Customer agrees that the DNS Service may be provided by, and all related information (including data) accessed and/or stored by, resources located within and outside the United States. Customer consents to such performance of services, including access and storage of data, from outside the United States.

2.2 Services Agreement Flow Down Terms

2.2.1 **Acceptance of Terms.** From time to time, Verizon may update the functionality, add new features to the DNS Service, and/or change the access configuration for the DNS Services. In such event, these terms shall also apply to any upgrades or updates subsequently provided by Verizon for the DNS Services.

2.2.2 **Use of the DNS Services.** Customer accepts the non-assignable, non-transferable, non-sublicensable, and non-exclusive right to access and use the DNS Service only as authorized in this Agreement and related documentation for the duration of the Service Commitment and for the number of licenses purchased by and allocated to Customer.

2.3 Customer Responsibilities

2.3.1 **Internet Access.** Customer must have wireless internet access in place to use DNS Service. **Customer must have a subscription to Verizon's Responder Private Core in place to use DNS Service.**

2.3.2 **Prohibited Use.** Customer will not: (i) use the Services for any unlawful, unauthorized, fraudulent or malicious purpose, (ii) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Services (except to the limited extent applicable laws specifically prohibit such restriction); (iii) bypass any measures Verizon may use to prevent or restrict access to the Services or otherwise interfere with any other party's use and enjoyment of the Services; or (iv) use Customer's account or the Services to infringe any intellectual property or other right of any other third party. Verizon may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Subject to Verizon's Privacy Policy, Verizon reserves the right at all times to disclose any information as Verizon deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Verizon's sole discretion.

2.4 Warranties

2.4.1 **Verizon's Disclaimer of Warranties.** Verizon does not warrant that any network, computer systems, or any portions thereof, are secure. Verizon does not warrant that use of DNS Service will be uninterrupted or error-free or that any defect in DNS Service will be correctable or that incidents will be fully contained. Customer acknowledges that impenetrable security

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cannot be attained in real-world environments and that Verizon does not guarantee protection against breaches of security, or the finding or successful prosecution of individuals obtaining unauthorized access. Verizon does not warrant the accuracy of information provided to Customer hereunder.

CUSTOMER'S USE OF THE DNS SERVICES IS AT CUSTOMER'S SOLE RISK. ALL DNS SERVICES ARE PROVIDED ON AN AS IS OR AS AVAILABLE BASIS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW,VERIZON EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. VERIZON, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS MAKE NO WARRANTY THAT THE SERVICES ARE ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY PROBLEMS ENCOUNTERED WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SERVICE ATTACHMENT ARE VERIZON'S EXCLUSIVE WARRANTIES AND CUSTOMER'S SOLE REMEDIES FOR BREACH OF WARRANTY, IF ANY, BY VERIZON.

2.4.2 **Customer Warranty.** Customer represents and warrants that Customer (a) will use the DNS Safeguard services, including all reporting, deliverables, documentation, and other information provided in connection with DNS Service solely for purposes of protecting Customer from abusive, fraudulent, or unlawful use or access to its information, systems and applications including public internet service provided by Verizon and Customer will not market, sell, distribute, lease, license or use any such deliverables, documentation or information for any other purposes; and (b) will comply with all applicable laws and regulations.

2.4.3 **Third Party Warranties.** For any third party products and/or services incorporated as part of Service, Customer will receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.

2.5 **Use of Data.** As part of Customer's use of the Services, Customer will be providing certain (i) Network Data, (ii) User Data and/or Feedback. Some Network Data is necessary for the essential use and functionality of the Services. Network Data is also used to provide associated services such as technical support and to continually improve the operation, security, efficacy and functionality of the Services.

2.5.1 **User Data**. Customer grants Verizon a worldwide, royalty-free, sublicensable license to use, modify, reproduce, publicly display, publicly perform, and distribute the User Data only as reasonably required to provide the Service.

2.5.2 **Network Data.** Customer hereby grants to Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use (i) the Network Data that is aggregated and de-identified so that it does not identify Customer for the purpose of enhancement of the Services, and (ii) any information that Verizon learns in evaluating Network Data to create the Statistical Data for the purpose of enhancing, developing, and/or promoting the Services.

2.5.3 **Feedback.** De-identified Feedback may be incorporated into the Services, and Customer hereby grants Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use de-identified Feedback for any purpose whatsoever, including, without limitation, for purposes of enhancing, developing and/or promoting products and services, including the Services.

2.6 **Term and Termination**

2.6.1 **Service Commitment.** The Service Commitment is for the terms specified in the Customer's purchase order as accepted by Verizon.

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2.6.2 **Service Cancellation**. If Customer requests cancellation of Service, or Verizon cancels Service as a result of Customer's failure to provide the necessary information or reasonable assistance required by Verizon to provision such Service, Customer will pay any set-up fees and other amounts accrued for such Service through the date of such termination, plus an amount equal to any applicable annual third party license fee, which Customer acknowledges are liquidated damages reflecting a reasonable measurable of actual damages and not a penalty. Customer will pay the invoice for such charges in accordance with the terms of the Agreement.

3. **FINANCIAL TERMS**

3.1 **Responsibility for Charges**. Your use of the Service will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan.

Verizon Wireless Private Network Terms and Conditions

1. Verizon Wireless Private Network Service ("Private Network"): Private Network extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). Customer's use of Private Network is subject to the Private Network Roles and Responsibilities Customer Guidelines, which are available from your Sales representative.

2. Customer Minimum Line Requirement: Customer must maintain a minimum of 100 Machine-to-Machine lines at all times during the term of its Agreement in order to remain eligible for Private Network. If Customer falls below the 100-line minimum, Verizon Wireless reserves the right to discontinue Private Network for non-use.

3. Connection to Verizon Wireless Facility: Customer must establish a direct-connect circuit from its facilities to Verizon Wireless's facilities by the use of Virtual Private Network, Verizon Private IP, or Fixed End System connections. Customer is solely responsible for making arrangements with a local access provider for installation and ongoing maintenance of such a connection, with sufficient data throughput to meet Customer's anticipated data needs. Customer is also responsible for all charges incurred directly or through a third party associated with establishing the connection, as well as for accessing Private Network, including Internet access fees, hardware, software, license fees, and telecommunications charges.

4. Customer Provided Equipment ("CPE"): Customer must procure routers and any other CPE that meet Verizon Wireless requirements for Private Network connectivity. Customer is responsible for ensuring any CPE meets its data capacity and throughput needs.

5. IP Addresses: Customer is responsible for procuring private IP addresses, which must be communicated to Verizon Wireless during implementation. Private Network supports static and dynamic addressing for 1X service and/or EVDO service; 4G LTE service; and Internet addressing system Internet Protocol version 4. Direct Internet access requires static IP addressing.

6. Dynamic Mobile Network Routing ("DMNR"): DMNR allows configuration of Private Network for dynamic routing to the subnets it serves (up to eight) to other devices on Customer's network and as support for mobile or stationary routers. DMNR is based off Mobile IPv4-based Network Mobility protocol and requires the router to be configured to support this capability. Customer is responsible for any charges associated with the customization of its CPE to support DMNR.

7. Service Based Access ("SBA"): SBA is an optional configuration of Private Network that enables customers to access Verizon's Visual Voice Mail; multimedia messaging services; and 3G location-based services assisted Global Positioning System. Customer is responsible for any charges associated with the customization of its CPE to support SBA.

Verizon Wireless Private Network Traffic Management

8. Private Network Traffic Management (PNTM): PNTM allows Customer to configure its Private Network to allow differentiated Quality of Service (QoS) by application over Verizon Wireless's LTE network using standards-based IP packet marking. Customer can identify applications on its 4G LTE devices to get priority QoS over its Private Network. Verizon Wireless makes no guarantee of PNTM bandwidth allocations, which are subject to the limitations of wireless service availability as detailed in the Agreement. Customer is responsible for any charges associated with the customization of its CPE to support PNTM.

a. PNTM for Public Safety: Eligible public safety accounts can take advantage of priority access to a data channel over the Wireless Service for its data traffic during times of heavy network demand. While PNTM for Public Safety enables a dedicated data channel, Verizon Wireless makes no guarantee of Wireless Service availability, which is subject to the limitations of wireless service availability as detailed in the Agreement. PNTM for Public Safety is only available to Customers approved by Verizon Wireless that qualify as Public Safety Entities classified by the following Qualifying Public Safety NAICS codes a) 621910 Ambulance Services; b) 922110 Courts; c) 22120 Police Protection; d) 922130 Legal Counsel and Prosecution; e) 922140 Correctional Institutions; f)

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922150 Parole Offices and Probation Offices; g) Fire Protection; h) 922190 Other Justice, Public Order, and Safety Activities or i) National Security.

9. Customer Private Network Contact: Customer must designate a Private Network representative and provide contact information, including a phone number and email address. The Private Network contact will work with the Verizon Wireless solution engineer through the Private Network implementation and testing processes detailed below. The contact shall be available during business hours and any other time period that Customer utilizes Private Network for the purpose of assisting to resolve service problems and trouble shooting.

10. Private Network Implementation and Testing: Verizon Wireless will implement Customer's Private Network, which requires Customer to a) provide any information (e.g., account numbers, IP address ranges, router/CPE information) necessary to compete the Private Network Connectivity Form; b) participate in a Private Network turn-up call to ensure that CPE is properly configured to support the Private Network connection; and c) participate in a Solution Validation call to confirm that Private Network is working properly from Verizon Wireless to Customer's applications.

11. Wireless Devices/Network Access: Customer must use Private Network-compatible end-user Equipment and at Customer's expense must submit any devices not identified as Private Network compatible to Verizon Wireless, for network testing and Private Network certification. Private Network functionality is available on the Verizon Wireless 3G and 4G data network, subject to the limitations defined in this Addendum. While Private Network functionality may also be available on the networks of Verizon Wireless's domestic and international roaming partners, Verizon Wireless makes no representation of Private Network availability or reliability on such networks.

12. Permitted Use/Fraud: Customer shall use Private Network only for lawful purposes and shall not send or enable via the Private Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Customer engage in any mail-bombing or spoofing via Private Network. Customer is responsible for the security of its network and end-user devices and is responsible for any unauthorized access to the Private Network. Verizon Wireless will treat any traffic over the Private Network as authorized by Customer. Verizon Wireless reserves the right but is not obligated to filter fraudulent usage.

13. Maintenance/Service Changes/Termination of Private Network Service: Verizon Wireless may limit access to Private Network in order to perform maintenance to the service and will use reasonable efforts to provide Customer with prior notice of such maintenance. With reasonable advance notice, Verizon Wireless has the right to modify and reconfigure Private Network as it deems necessary to enhance Customer's experience or to safeguard the Verizon Wireless network. In addition, VERIZON WIRELESS CAN WITHOUT NOTICE LIMIT, SUSPEND OR CANCEL CUSTOMER'S ACCESS TO OR USE OF PRIVATE NETWORK IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS ADDENDUM OR FOR GOOD CAUSE. Good cause includes (a) breach of the terms of this Addendum or the Agreement; (b) unlawful use of Private Network; (c) using Private Network in a way that adversely affects the Verizon Wireless network or Verizon Wireless's customers; (d) breach of an obligation of Customer to comply with any applicable federal, state and local government laws, rules and regulations, industry practices, third-party guidelines, or other applicable policies and requirements; (e) the suspension or termination by any governmental body of competent jurisdiction of Customer's service or the institution of a requirement, ruling or regulation that conflicts with this Addendum; or (f) for operational or governmental reasons.

14. No Warranties: Verizon Wireless makes no warranties, express or implied, with respect to Private Network, which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of Private Network cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law. Verizon Wireless makes no representation that it supports any service levels with respect to the availability, performance, capacity, uptime or any similar metrics of Private Network.

15. NO RESELLING: Customer cannot resell Private Network /Private Network Traffic Management service(s) or allow third parties to use Private Network/Private Network Traffic Management service(s) or access Private Network/Private Network Traffic Management service(s) without prior written permission from Verizon Wireless.

16. Subject to the Customer's Government Agreement: The terms of this Addendum supplement the Customer's Government Agreement. The terms of the Agreement are applicable to Customer's use of Private Network. If there are any inconsistencies between the terms of this Addendum and the Customer's Government Agreement, the terms of this Addendum shall control with respect to Private Network.

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Revision History		
Version	Date	Description
1.0	2/12/21	Pricing Offer
2.0	5/14/21	Best and Final Offer

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Employee Discount Supplement

It is Verizon's intent to continue offering its Employee Program consistent with the terms and conditions provided under the current DMS 1011-008C contract, Exhibit 7.

Individual-Liable Service Pricing Discount	
Category	**% Discount**
Equipment	0
Services	19
Accessories	25*
Activation Fees	Waived
*Individual-Liable Subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories.	

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State of Florida Contract Pricing

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State of Florida DMS 10/11-008C Price Plans

CODES	DESCRIPTION	ACCESS	GUIDELINES & OPTIONAL PLAN FEATURES
Nationwide Per Minute			
86680	$.049 Per Minute **Nationwide** Voice Plan-includes 600 M2M and 600 N&W	**$0.00**	**N/A on feature codes 77294, 77295, and 79740, 79407, and 72409. Must use 79789, 79790, 79791, 79780, or 79781. Please see smartphone feature codes below**
80245	200 Text/Pix/Flix Messages-**Optional on price plan 86680 only**	**$0.00**	
94976 (All current PTT	Unlimited Push to Talk w/ Unlimited Mobile 2 Mobile .049 per min rate	**$10.00**	**PTT Plus-** (auto attaches-81814)
Smartphone Standalone Nationwide Per Minute			
93445	Unlimited Nationwide Blackberry/ Smartphone Data / Unlimited Domestic Text.Pix, Flix Messaging, Unlimited Mobile 2 Mobile & Nights/Weekends ($.052 Per Minute Nationwide Voice Plan)/Mobile Hotspot-5GB)	**$35.99**	**Mobile Hotspot (5 GB auto attached)-** 76404 and 79048 **Block Mobile Hotspot-**78485 **Optional-PTT Plus-**$5 (80598 for all smartphones, 80590 for Kyocera Brigadier) **TXT Block -** 73572
Smartphone All Inclusive Nationwide Price Plan			
86769	Unlimited Nationwide Calling w/ Unlimited Domestic Text/Pix/Flix Messaging; Email and Data, 5GB of data hotspot/Tethering	**$51.00**	**4G Smartphone -$0 Hotspot-** 76065 (auto attached built into the price plan) **Optional-PTT Plus-**$5 (80598 for all smartphones, 80590 for Kyocera Brigadier)
Nationwide			
86195	Nationwide 250 Anytime Min ($.052 per min overage rate) w/ Unlimited Mobile 2 Mobile, Push 2 Talk, Nights/Weekends	**$25.75**	**PTT Plus-** (auto attaches-81814)
86196	Nationwide 600 Anytime Min ($.052 per min overage rate) w/ Unlimited Mobile 2 Mobile, Push 2 Talk, Nights/Weekends	**$36.05**	**PTT Plus-** (auto attaches-81814)
86197	Unlimited Nationwide Calling w/ Unlimited Push 2 Talk	**$51.50**	**PTT Plus-** (auto attaches-81814)
22901	4G Custom Nationwide Unlimited Mins+Msg Unlimited Data +Email MHS	**$50.00**	**TravelPass compatible.**
Features			
Smartphone Data Features			
77294	500 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text/Pix/Flix Messaging	**$15.45**	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79789	500 MB Data allowance ($.00849 per MB overage rate)	**$15.45**	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
77295	1,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	**$20.60**	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79790	1000 MB Data allowance ($.00849 per MB overage rate)	**$20.60**	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
79740	2,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	**$23.69**	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79791	2000 MB Data allowance ($.00849 per MB overage rate)	**$23.69**	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
79407	Unlimited MBB Data Plan w/ Unlimited Domestic Text Messaging	**$32.96**	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79781	Unlimited MBB Data Plan	**$32.96**	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
Messaging Features			
77847/77848	$0.02 Per SMS messaging rate/$0.05 Per MMS messaging rate	**$0.00**	
77328	300 SMS/MMS Messages (.05 Per Message overage rate)	**$2.00**	
77341	500 SMS/MMS Messages (.05 Per Message overage rate)	**$3.00**	
77329	Unlimited SMS/MMS Messages	**$7.00**	
Aircard/Tablet Data Packages			
86226	500 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text	**$20.60**	
86227	1,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	**$25.75**	
86228	2,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	**$30.90**	
86229	Unlimited MBB Data Plan w/ Unlimited Domestic Text Messaging	**$36.05**	$0 Text Messaging code 47309 is avl to add if needed
90237	5GB Public Sector Mobile Broadband Share Plan	**$34.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
90240	10GB Public Sector Mobile Broadband Share Plan	**$59.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.

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90241	20GB Public Sector Mobile Broadband Share Plan	**$99.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
Machine to Machine			
86693	$.099 Per MB data rate for Machine to Machine or Customer provided equipment	**$0.00**	**Do not offer for note books, tablets, ipads, etc. Must be CPE certified device or Jetpack/MiFi at MTM pricing in Equip Guide
87640	1MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	**$5.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87641	5MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	**$7.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87642	25MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	**$10.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87643	50MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	**$15.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87644	150MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	**$18.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87645	250MB Machine to Machine Share ($.015 per MB overage rate) Tier 2	**$20.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87646	1GB Machine to Machine Share ($.015 per MB overage rate) Tier 2	**$25.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87647	5GB Machine to Machine Share ($.015 per MB overage rate) Tier 2	**38.50 (25%)**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87648	10GB Machine to Machine Share ($.015 per MB overage rate) Tier 2	**61.60 (25%)**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
90231	5GB Public Sector M2M Share Plans	**$34.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
90234	10GB Public Sector M2M Share Plans	**$59.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
90235	20GB Public Sector M2M Share Plans	**$99.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
86847 (3G)	25MB Machine to Machine 3G Backup Router Plan 25MB $10/GB $10	**$10.00**	Overage rate is $10 per GB
86848 (4G)	25MB Machine to Machine 4G Backup Router Plan 25MB $10/GB $10	**$10.00**	Overage rate is $10 per GB

***If you are on the $35.99 (93445) plan or (86769) $51.00 plan with unl Text, Pix, Flix, you can block text with code 73572. If you remove block later, add code 73502 to re-add unlimited

Disclaimer: Information contained in this document is provided for review purposes only and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this document. In the event of any ambiguities or inconsistencies between the information in this spreadsheet and the pricing contained in the Verizon Price Sheet for State of Florida DMS-10/11-008C, the latter shall prevail.

verizon

SOFL Equipment Matrix-Smartphones

Samsung Galaxy

												
Model	**A42 5G**	**A51**	**XCover Pro**	**A71 5G UW**	**S10e**	**Note20 5G**	**Note20 Ultra 5G**	**Samsung Galaxy S20 FE 5G UW**	**Samsung Galaxy Z Fold2 5G UW**	**Galaxy S21 5G**	**Galaxy S21+ 5G**	**Galaxy S21 Ultra 5G**
SKU	**(128GB)** SMA426U2KV	SMA515UZKVZ / **5G UW** (SMA516V2BVZ)	SMG715UZKVZ	SMA716VTKVZ	**128GB** (SMG970UZKAM)	SMN981UZAV	**128GB** (SMN986UZKV) / **512GB** (SMN986UZKFV)	SMG781VZBV	SMF916UZKV	**128GB** (SMG991UZAV) / **256GB** (SMG991UZAEV)	**128GB** (SMG996UZKV) / **256GB** (SMG996UZKEV)	**128GB** (SMG998UZKV) / **256GB** (SMG998UZKEV) / **512GB** (SMG998UZKFV)
Retail Price	$399.99	$399.99 / $549.99	$499.99	$649.99	$529.99	$999.99	$1,299.99 / $1,449.99	$699.99	$1,999.99	$799.99 / $849.99	$999.99 / $1,049.99	$1199.99 / $1,249.99 / $1,379.99
Contract Price	$159.99	$149.99 / $249.99	$199.99	$299.99	$69.99	$499.99	$799.99 / $949.99	$329.99	$1,499.99	$319.99 / $369.99	$499.99 / $549.99	$699.99 / $749.99 / $879.99
Operating System	Android 11	Android 10	Android 10	Android 10	Android 9.0 Pie	Android 10	Android 10	Android 10	Android 10	Android 11	Android 11	Android 11
Camera	48MP/13MP Front	48MP/32MP front	25MP/13MP font	64MP/ No Front	12 MP/10 MP Frong	64MP/10MP front f2.2	108MP/10MP front f2.2	12MP / 32MP front	12MP / 10MP front	64MP / 10MP front	64MP / 10MP front	64MP / 10MP front
Removable Memory	1TB capable	512GB capable	512GB capable		512 GB capable	N/A	1 TB capable	1TB capable	None-Int Only	None-Int Only	None-Int Only	None-Int Only
Hearing Aid Compatible	M3/T3	M4/T4	M3/T3	M4/T3	M4/T3	M3/T3	M3/T3	M4/T3	M4/T3	M3/T3	M3/T3	M3/T3
Mode	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G**	All Digital (Quad Band) **Global 5G**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**
Field Force Manager	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A	N/A
Other Features	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz x 4 / 1.8 GHz x 4 Octa core, Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) 2.3 GHz x 4 / 1.7 GHz x 4 Octa core, Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) 2.3 GHz x 4 / 1.7 GHz x 4 Octa core, Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Processor Quad Core Quad Core 2.4GHz / 2.2GHz / 1.8GHz Processor: Octa-Core (Dual Quad Core Processors) 2.4 GHz x 1 / 2.2 GHz x 1 /1.8 Ghz x 6 Octa Core // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	5.8 inch screen FIPS 140-2 compliant government grade encryption for Email, Calendar, and Contacts. All three models have dual rear cameras	Processor: Octa-Core (Dual Quad Core Processors)/Octa Core 3.1GHz / 2.4GHz / 1.8Ghz //Onboard Memory (Actual available/formatted amount may be less)+128 Gigabyte Onboard RAM Memory+8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octa Core 3.1GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 12 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octa Core 2.8GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) Octa core 3.09GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 256 Gigabyte Onboard RAM Memory 12 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octa Core 2.8GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 / 256 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octa Core 2.8GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 / 256 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octa Core 2.8GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 / 256 Gigabyte Onboard RAM Memory 8 Gigabyte RAM

Apple, Blackberry, Google & Sonim

														
Model	**iPhone SE (2020)**	**iPhone XR (2020)**	**iPhone 11 (2020)**	**iPhone 11 PRO**	**iPhone 11 PRO MAX**	**iPhone 12 Mini 5G**	**iPhone 12 5G**	**iPhone 12 Pro 5G**	**iPhone 12 Pro Max 5G**	**Blackberry KEY2 LE**	**Google Pixel 4a 5G UW**	**Google Pixel 4a**	**Google Pixel 4**	**Google Pixel 5 5G UW**	**Sonim XP8 64GB**
SKU	**64GB** (MHG43LL/A) / **128GB** (MHG73LL/A) / **256GB** (MHGA3LL/A)	**64GB** (MH63LL/A) / **128GB** (MH6S3LL/A) / **256GB** (MT3D2LL/A)	**64GB** (MHC43LL/A) / **128GB** (MHC43LL/A) / **256GB** (MHCH3LL/A)	**64GB** (MWAM2LL/A) / **256GB** (MWAT2LL/A) / **512 GB** (MWAX2LL/A)	**64GB** (MWGF2LL/A) / **256GB** (MWGK2LL/A) / **512GB** (MWGP2LL/A)	**64GB** (MG6G3LL/A) / **128GB** (MG6M3LL/A) / **256GB** (MG6L3LL/A)	**64GB** (MGF43LL/A) / **128GB** (MGF93LL/A) / **256GB** (MGF73LL/A)	**128GB** (MGK43LL/A) / **256GB** (MGX93LL/A) / **512GB** (MGKF3LL/A)	**128GB** (MG9A3LL/A) / **256GB** (MG9F3LL/A) / **512GB** (MG9K3LL/A)	BBKEY2LE-VZW	GA01945-US	GA01738-US	**64GB** (GA01242-US) / **128GB** (GA00678-US)	GA01955-US	999000343
Retail Price	$399.99 / $449.99 / $549.99	$499.99 / $549.99 / $749.99	$599.99 / $649.99 / $749.99	$999.99 / $1149.99 / $1,349.99	$1,099.00 / $1249.99 / $1,449.99	$699.99 / $749.99 / $1,449.99	$799.99 / $849.99 / $949.99	$999.99 / $1,099.99 / $1,299.99	$1,099.99 / $1,199.99 / $1,399.99	$449.99	$599.99	$379.99	$799.99 - $899.99	$699.99	$648.00
Contract Price	$0.99 / $49.99 / $99.99	$49.99 / $99.99 / $299.99	$149.99 / $199.99 / $299.99	$549.99 / $699.99 / $899.99	$649.99 / $799.99 / $999.99	$249.99 / $299.99 / $399.99	$349.99 / $399.99 / $499.99	$549.99 / $649.99 / $849.99	$649.99 / $749.99 / $949.99	$99.99	$279.99	$79.99	$349.99 / $449.99	$349.99	$249.99
Operating System	iOS 13	iOS 13	iOS 12	iOS 12	iOS 12	iOS 14	iOS 14	iOS 14	iOS 14	Android 8.1 Oreo	Android 11	Android 10	Android 10	Android 10	Android 8.1 Oreo
Camera	12MP / 7MP front	12MP/ 12MP front	12MP / 7MP front	12MP / 7MP front	12MP / 7MP front	12MP / 12MP front	12MP / 12MP front	12MP / 12MP front	12MP / 12MP front	13 MP / 8.0 front	12.2MP / 8MP front	12.2MP / 8MP front	16 MP/ 8MP front	12.2MP/ 8MP front	12 MP/ 8 MP Front
Removable Memory	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	256GB capable	Internal only	Internal only	Internal only	Internal only	64GB
Hearing Aid Compatible	M4/T3	M4/T3	M3/T4	M3/T4	M3/T4	M3/T4	M3/T4	M3/T4	M3/T4	M4/T3	M4/T4	M4/T4	M4/T4	M4/T3	M4/T3
Mode	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**
Field Force Manager	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other Features	Processor Dual Core, Apple A13 Bionic 64 bit / M11 Motion Core Processor 4.7" Liquid Retina HD Display. Offering Haptic Touch, Display Zoom, and True Tone display/Wireless Charging / *No charging block or earbuds*	Apple A13 Bionic 64 bit Quad Core. The dual camera system captures highest quality video in a smartphone. *No charging block or earbuds*	Apple A13 Bionic 64 bit Quad Core. A transformative triple camera system that adds tons of capability without complexity.	All-new Liquid Retina display - the most advanced LCD in the industry. **6.1 inch screen size.**	All-new Liquid Retina display - the most advanced LCD in the industry. **6.1 inch screen size.**	Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Processor Hexa-Core A14 Bionic chip with 64bit architecture Neural Engine // Onboard RAM Memory 4 Gigabyte RAM	Processor Hexa-Core A14 Bionic chip with 64bit architecture Neural Engine // Onboard RAM Memory 4 Gigabyte RAM	Processor Hexa-Core A14 Bionic chip with 64bit architecture Neural Engine // Onboard RAM Memory 4 Gigabyte RAM	Octa-Core (Dual Quad Core Processors) 1.8GHz (KyroGold) + 1.6GHz (KyroSilver) Type C charging port Gorilla Glass 3	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz x4 / 1.8 Ghz x4 Octa core /Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz x4 / 1.8 Ghz x4 Octa core /Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor Octa-Core 2.84 Ghz x 1 / 2.42 Ghz x 3 / 1.8 Ghz x 4 // Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) 2.4 GHz x 1 / 2.2 GHz x 1 /1.8 Ghz x 6 Octa Core // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors), 2.2 GHz Octa core, Push-to-Talk Plus (PTT+)

LG, Motorola & Kyocera

														
Model	**LG K51**	**LG V60 ThinQ 5G**	**LG Wing (5G)**	**moto g power**	**moto g stylus**	**Motorola one 5G UW**	**Motorola edge+ 5G**	**Motorola razr**	**DuraForce Ultra 5G**	**DuraForce Pro 2**					
SKU	LM-K500UMT	LM-V600VML	LM-F100VMY	MOTXT20417	MOTXT20435	MOTXT20753	MOTXT20811	MOTXT20001	KYOE7110	KYOE6910					
Retail Price	$168.00	$949.99	$999.99	$249.99	$299.99	$549.99	$999.99	$999.99	$899.99	$444.00					
SOFL Contract Price	$59.99	$449.99	$549.99	$59.99	$79.99	$229.99	$499.99	$549.99	$399.99	$179.99					
Operating System	Android 10	Android 10	Android 10	Android 10	Android 10	Android 10	Android 10	9.0 - Android Pie & Android 10	Android 10	Android 10					
Camera	13 MP front only	64MP /10MP front	64MP /32MP front	13 MP/ 5.0 front	48 MP/ 16 front	48 MP / 16 front	108 MP / 25 front	16MP / 5MP front	24 MP / 8M front	13 MP / 5M front					
Removable Memory	2TB capable	2TB capable	2TB capable	512GB capbable	512GB capbable	1TB capable	Internal only	N/A	1TB capable	512 capable					
Hearing Aid Compatible	M3/T3	M4/T3	M4/T3	M3/T3	M3/T3	M3/T3	M3/T3	N/A	M3/T4	M3/T4					
Mode	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global & 5G**	All Digital (Quad Band) **Global & 5G**	All Digital (Quad Band) **Global & 5G**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**					
Field Force Manager	x	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X	X					
Other Features	Processor: Octa-Core (Dual Quad Core Processors) Quad 2.0 GHz / Quad 1.5 GHz / Onboard Memory (Actual available/formatted amount may be less) 32 Gigabyte USB Mass Storage Onboard RAM Memory 3 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octo core 1.8 Ghz (3 x 2.4 GHz / 1 x 2.8 GHz / 4 x 1.8 GHz) // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte USB Mass Storage Onboard RAM Memory	Processor: Octa-Core (Dual Quad Core Processors) 2.4 GHz x 1 / 2.2 GHz x 1 / 1.8 Ghz x 6 Octa Core // Onboard Memory (Actual available/formatted amount may be less) 256 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) 1.8 GHz Octa core, Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte Onboard RAM Memory	Processor: Octa-Core (Dual Quad Core Processors) 2.0 GHz Octa core, Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 4 Gigabyte RAM //	Onboard Memory (Actual available/formatted amount may be less) 256 Gigabyte Onboard RAM Memory 12 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz Octa core// Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) 2.4 GHz x 1 / 2.2 GHz x 1 /1.8 Ghz x 6 Octa Core MIL-Standard 810H	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz x4 / 1.8 Ghz x4 Octa core MIL-Standard 810H Shock/Dust/Water Resistant					

verizon

*Click Verizon logo from any page to return to table of contents

SOFL Equipment Matrix- Tablets & Internet Devices

Tablets & Books

											
Make & Model	**Samsung Galaxy Tab A 8.4 32GB**	**Samsung Galaxy Tab S5e 64GB**	**Samsung Galaxy Tab S7 5G UW**	**Samsung Galaxy Tab S7+ 5G UW**	**Apple iPad Mini 7.9**	**Apple iPad 10.2 (8th Gen)**	**iPad Air 10.9 (4th Gen)**	**iPad Pro 11 Inch (2nd Gen)**	**Apple iPad Pro 12.9 (4th Gen)**	**iPad Pro 11 Inch (3rd Gen 2021) 5G**	**iPad Pro 12.9 Inch(5th Gen 2021) 5G**
SKU	SMT307UZNA	SMT727VZSA	SMT878UZKA	SMT978UZKA	**64GB:** MUY12LL/A / **256GB:** MUY82LL/A	**32GB:** MYMP2LL/A / **128 GB:** MYMT2LL/A	**64GB:** MYH82LL/A / **256GB:** MV1T2LL/A	**128GB:** MY2X2LL/A **256GB:** MXED2LL/A **512GB:** MXEF2LL/A **1TB:** MXEH2LL/A	**128GB:** MY3F2LL/A **256GB:** MXFF2LL/A **512GB:** MXFH2LL/A **1TB:** MXFK2LL/A	**128GB:** MHMT3LL/A **256GB:** MHMV3LL/A **512GB:** MHMX3LL/A **1TB:** MHN03LL/A **2TB:** MHN23LL/A	**128GB:** MHNR3LL/A **256GB:** MHNW3LL/A **512GB:** MHNY3LL/A **1TB:** MHP13LL/A **2TB:** MHP43LL/A
Retail Price	$279.99	$479.99	$849.99	$1,049.99	$529.99 / $679.99	$459.99 / $559.99	$729.99 / $879.99	$949.99 / $1,049.99 / $1,249.99 / $1,449.99	$1,149.99 / $1,249.99 / $1,449.99 / $1,699.99	$999.99/ $1,099.99/ $1,299.99/ $1,699.99/ $2,099.99	$1299.99/ $1,399.99/ $1,599.99/ $1,999.99/ $2,399.99
Contract Price (2yr)	$279.99	$479.99	$849.99	$1,049.99	$529.99 / $679.99	$459.99 / $559.99	$729.99 / $879.99	$949.99 / $1,049.99 / $1,249.99 / $1,449.99	$1,149.99 / $1,249.99 / $1,449.99 / $1,699.99	$899.99/ $999.99/ $1,199.99/ $1,599.99/ $1,999.99	$1199.99/ $1,299.99/ $1,499.99/ $1,899.99/ $2,299.99
Operating System	Android 9.0 Pie	Android 8.1 Oreo	Android 10	Android 10	iPadOS 13 / 14	iPadOS 14	iPadOS 14	iOS 13	iOS 13	iPadOS 14	iPadOS 14
Camera	Rear (13 MP) and front facing (8.0MP)	Rear (13 MP) and front facing (8.0MP)	Rear (13 MP) and front facing (8.0MP)	Rear (13 MP) and front facing (8.0MP)	Rear (8 MP) and front facing (7.0MP)	Rear (8.0MP) and front facing (1.2MP)	Rear (12 MP) and front facing (7.0MP)	Rear (12 MP) and front facing (7.0MP)	Rear (12 MP) and front facing (7.0MP)	Rear (12 MP) and front facing (12MP Ultra Wide)	Rear (12 MP) and front facing (12MP Ultra Wide)
Removable Memory	Up to 400 GB	Up to 400 GB	Up to 512GB	Up to 512GB	Internal only	Internal only	Internal only	Internal only	Internal only	Internal only	Internal only
Other Features	Processor: Octa-Core (Dual Quad Core Processors) 1.8 GHz x 2 / 1.6 GHz x 6 Octa core // Onboard Memory (Actual available/formatted amount may be less) 32 Gigabyte Onboard RAM Memory 3 Gigabyte RAM	Processor Hexa-Core 2.0 Ghz x 2 / 1.7 Ghz x 6 Hexa-Core CPU // Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte USB Mass Storage Onboard RAM Memory 4 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octo Core 3.09Ghz x1 / 2.4Ghz x3 / 1.8Ghz x4 // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte USB Mass Storage Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) Octo Core 3.09Ghz x1 / 2.4Ghz x3 / 1.8Ghz x4 // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte USB Mass Storage Onboard RAM Memory 6 Gigabyte	Processor Dual Core Apple A12 Bionic 64 bit neural engine with Embedded M12 coprocessor	Processor Dual Core Apple A12 Bionic 64 bit neural engine with Embedded M12 coprocessor	Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) Apple A12Z Bionic chip with 64-bit architecture Embedded M12 coprocessor	Dual core processor: Apple A12X Bionic 64 bit neural engine with Embedded M12 coprocessor	Processor: Octa-Core (Dual Quad Core Processors) Apple M1 8 Core CPU 4 performance cores/ 4 efficincy cores	Processor: Octa-Core (Dual Quad Core Processors) Apple M1 8 Core CPU 4 performance cores/ 4 efficincy cores

Internet Devices

							
Make & Model	**5G MiFi M1000**	**MiFi 8800L**	**Ellipsis Jetpack 900LS**	**USB730L**	**Orbic Speed**	**Inseego MiFi M2100 5G UW**	**Skyus 160**
SKU	INSGM1000	MIFI8800L	MHS900LS	USB730L	ORB400LBVZRT	INSGM2100	SK160-VZ
Retail Price	$649.99	$199.99	$79.99	$249.99	$99.99	$399.99	$249.99
Contract Price	$499.99	$99.99	$29.99	$79.99	$99.99	$249.99	$99.99
4G LTE	5G	X	X	X	X	5G	X
Rev A	No	X	No	No	No	No	No
Form Factor	Hotspot	Hotspot	Hotspot	Aircard	Hotspot	Hotspot	Router
Mac Compatible	X	X	X	X	X	X	
External Antenna		No	No	No	No	No	N/A
Vista Compatible	No	No	X	No	No	No	N/A
Mode	All Digital (Ultra Wide Band XLTE Band 13)	All Digital (Quad Band) **Global**	4G LTE	All Digital (Quad Band) **Global**	4G LTE / XLTE Band 13 / 4 (700/1700 MHz)	All Digital (Ultra Wide Band XLTE Band 13)	4G LTE
Other Features	**5G Mobile Hotspot up to 15 devices** VPN Client Capable USB 3.0 Support **•Ultra Wide Band (UWB): n261 (27.5-28.35 GHz); n260 (37-40 GHz)**	**4G Mobile Hotspot up to 15 devices** VPN Client Capable **Battery life up to 24 hours**	**4G Mobile Hotspot up to 8 devices** VPN Capable 1.4 GHz Dual Core Processor **Battery life up to 24 hours**	**One Step Access** Easy to adjust **Type A USB Port compatibility**	Processor Quad Core 1.3 GHz Quad-Core Processor // Onboard Memory (Actual available/formatted amount may be less) 512 Megabyte Onboard RAM Memory 256 Megabyte RAM	**5G Mobile Hotspot up to 15 devices** VPN Client Capable USB 3.0 Support **•Ultra Wide Band (UWB): n261 (27.5-28.35 GHz); n260 (37-40 GHz)**	Processor: Qualcomm MDM9230 // Onboard Memory (Actual available/formatted amount may be less) 8 Gigabyte Onboard RAM Memory 1 Gigabyte RAM

verizon

*Click Verizon logo from any page to return to table of contents

SOFL Equipment Matrix - Basic & One Talk Phones

One Talk Desk phones

										
Yealink Deskphone	**T41S IP**	**T41SW IP**	**T42S IP**	**T46S IP**	**T46SW IP**	**T49G IP**	**VZP59 IP**	**W60 DECT**	**CP920 IP Conference Phone**	**CP960 IP Conference Phone**
SKU	T41S	T41SW	T42S	T46S	T46SW	T49G	VZP59	W60	CP920	CP960
Retail Price	$85.00	$115.00	$115.00	$145.00	$170.00	$349.00	$399.00	$169.00	$395.00	$499.00
Number of contacts	1000	1000	1000	1000	Memory Dependent	1000	1000	1000	1000	1000
Accessibility	PoE support 6 Way conferencing support	PoE support 6 Way conferencing support	PoE support 6 Way conferencing support	Multi-Language 6 Way conferencing support	Multi-Language 6 Way conferencing support	6 Way conferencing support	6 Way conferencing support	Indoor Range 150 Feet / Outdoor range 900 Feet Tactile-discernible number, feature, and navigation keys	Multi-Language Supports conection to a mobile phone or PC for conference calls 6 Way conferencing support	Multi-Language Supports conection to a mobile phone or PC for conference calls 6 Way conferencing support
Form Factor	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 2 x RJ45 10/100M Ethernet Ports 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), Class 2 1XRJ12 (6P6C) EHS port 1 x USB 2.0 port Desk Phone	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 2 x RJ45 10/100M Ethernet Ports 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), Class 2 1XRJ12 (6P6C) EHS port Desk Phone	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 2 x RJ45 10/100M Ethernet Ports 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), Class 2 1XRJ12 (6P6C) EHS port Desk Phone	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), class 0 1 x USB 2.0 port Desk Phone	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), class 0 1 x USB 2.0 port Desk Phone 10 line keys can be programmed up to27 paperless DSS keys (3-page view)	HDMI Port Integrated stand with 2 adjustable angles HDMI output for connection to Monitor/Storage Applications Message Waiting Indicator (MWI) 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port 1 x USB 2.0 port Desk Phone	HDMI Port Integrated stand with 2 adjustable angles HDMI output for connection to Monitor/Storage Applications Message Waiting Indicator (MWI) 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port 1 x USB 2.0 port Desk Phone	Headphone Port 3.5mm Wall Mountable Message Waiting Indicator (MWI) Power over Ethernet (IEEE 802.3af), Class 2 Desk Phone	1 x RJ45 10/100M Ethernet port Power over Ethernet (IEEE 802.3af), class 0 1 x USB 2.0 port 1x Mobile phone/PC port: 3.5mm Desk Phone 20 feet and 360 degree voice pickup	Headphone Port 3.5mm 1 x RJ45 10/100M Ethernet port Power over Ethernet (IEEE 802.3af), class 0 1x Mobile phone/PC port: 3.5mm Desk Phone 20 feet and 360 degree voice pickup Built-in three-microphone array Available expansion microphones (wired or wireless sold seperatly)
Technology	Yealink Optima HD voice SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IP assignment: static/DHCP USB 2.0 Supported	Wi-Fi 802.11 n - 2.4 and 5GHz only 802.11 a/b/g/n/ac Yealink Optima HD voice SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IP assignment: static/DHCP USB 2.0 Supported	Wi-Fi 802.11 n - 2.4 and 5GHz only 802.11 a/b/g/n/ac Yealink Optima HD voice SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IP assignment: static/DHCP USB 2.0 Supported	Yealink Optima HD voice Dual Port Gigabit Ethernet PoE(802.3af) class support Supports Bridging that allows T41P, T46G, T46GW and T49G to monitor incoming calls IPv6 OpenVPN, IEEE802.1X IP assignment: Static / DHCP / PPPoE	Wi-Fi 802.11 b/g/n 802.11 n - 2.4 and 5GHz only 802.11 a/b/g/n/ac Yealink Optima HD voice Dual Port Gigabit Ethernet PoE(802.3af) class support Supports Bridging that allows T41P, T46G, T46GW and T49G to monitor incoming calls SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 OpenVPN, IEEE802.1X IP assignment: Static / DHCP / PPPoE USB 2.0 Supported	Wi-Fi 802.11 a/b/g/n 802.11 n - 2.4 and 5GHz only Yealink Optima HD voice Up to 16 SIP accounts Dual Port Gigabit Ethernet Supports Bridging that allows T41P, T46G, T46GW and T49G to monitor incoming calls SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IPv4 OpenVPN, IEEE802.1X IP assignment: Static / DHCP / PPPoE USB 3.0 Supported	Wi-Fi 802.11 n - 2.4 and 5GHz only 802.11 a/b/g/n/ac Yealink Optima HD voice Up to 16 SIP accounts Dual Port Gigabit Ethernet Supports Bridging that allows T41P, T46G, T46GW and T49G to monitor incoming calls SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IPv4 OpenVPN, IEEE802.1X IP assignment: Static / DHCP / PPPoE USB 3.0 Supported USB 2.0 Supported Noise Proof Technology	Auto Answer Function Yealink Optima HD voice SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 SRTP security encryption Noise Reduction System SIP SIP v1 (RFC2543) SIP v2 (RFC3261) UDP/TCP/TLS Out-of-band DTMF(RFC 2833) In-band DTMF SIP INFO DTMF Rport (RFC3581) Digest/basic authentication Peer-to-peer SIP link mode Loose routing and strict routing support PRACK (RFC3262) Error-information support Reliability of provisional responses (RFC3262) Offer/answer (RFC3264) Message Waiting Indication (RFC3842) Subscription for MWI events (RFC3265) Dialog-state monitoring(RFC 4235) Event list subscription support (RFC4662) REFER (RFC3515)	SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IPv4 IP assignment: static/DHCP OpenVPN, IEEE802.1X Background Noise Suppression Call Recording via local USB	Wi-Fi 802.11 n - 2.4 and 5GHz only 802.11 b/g/n/ac SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IPv4 IP assignment: static/DHCP OpenVPN, IEEE802.1X Background Noise Suppression Call Recording via local USB USB 2.0 Supported Noise Proof Technology Five-way conference call capability

Standard Voice & PTT devices

						
Make & Model	**Alcatel Go Flip V**	**Orbic Journey V**	**Kazuna eTalk**	**Sonim XP5s**	**Sonim XP3**	**DuraXV Extreme**
SKU	ALCATEL-4051S	ORB2200LBVZ	KAZF119VWQ	999000144	999000389	KYOE4810
Retail Price	$99.99	$99.99	$79.99	$288 - $648	$199.99	$240.00
Contract Price	$49.99	$49.99	$29.99	$149.99	$0.99	$99.99
Camera	2.0 MP	2.0 MP	2.0 MP	5.0 MP	5.0 MP	5.0 MP
Bluetooth	X	X	X	X	X	X
Removable Memory	Up to 32GB	2.0 MP	Up to 32GB	Up to 64GB	Up to 128GB	Up to 512GB
Hearing Aid Compatible	X (M3/T3)	X (M3/T3)	X (M4/T4)	X (M3/T4)	X (M3/T4)	X (M3/T4)
Mode	All Digital (Quad Band) **Global**		All Digital (Quad Band) **Global**	All Digital (Quad Band)	All Digital (Quad Band)	
Field Force Manager	X	X	X	X	X	X
Other Features	1.1 Ghz Quad Core Processor **HD Voice capable** 2.8 Inches LCD display and large keys **Not CDMA compatible**	**Processor Quad Core** 1.1 Ghz Quad CoreScreen **Resolution** TFT QVGA 320 x 240 / 142.8 PPI **Screen Size** 2.8 Inches	1.1 Ghz Quad Core Processor **HD Voice capable** 2.8 Inches display and large keys **Not CDMA compatible**	3-year warranty **Gorilla Glass 3 by Corning** 1.2 Ghz Quad Core Processor **PTT compatible** Meets Mil-Standard 810G standards for Dust, Shock, Water Resistance.	Processor Quad Core 1.1 Ghz Quad Core, HD Voice capable Push-to-Talk Plus (PTT+)	**Screen Resolution:** QVGA TFT (240 x 320 pixels) / **Screen Size:** 2.6 Inches/ 1. G102 Ghz Quad Core / Push-to-Talk Plus (PTT+)

For specific product functionality and features, device and calling plan/feature compatibility, and for the latest equipment pricing, see your Verizon Government Account Manager. The above Equipment prices are effective as of 04-01-19 and are subject to change. Customer may purchase at the then current State of Florida Government Equipment Matrix pricing or Government promotional pricing, whichever is less at the time of purchase. Verizon may make certain equipment available at no charge; however, Verizon does not guarantee that we will always be able to offer equipment at no charge through the term of the resulting agreement. Government Subscriber Equipment Pricing listed in this matrix is not available for activations or upgrades on Verizon Telemetry plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. Verizon's Government Equipment matrix is updated at a minimum quarterly, based upon equipment availability, changes in technology and market conditions. Equipment is promotional and subject to availability, Verizon reserves the right to add or discontinue models. Pricing above is at the 2 yr price point. Existing customers can upgrade at this price 20 months into their current contract.

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STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

ITN NO: DMS-19/20-006 MOBILE COMMUNICATION SERVICES (MCS-2)

REQUEST FOR BEST AND FINAL OFFER

DUE: May 14, 2021 BY 11:59 PM ET

INTRODUCTION

Pursuant to the Mobile Communication Services ITN Sections 4.4.3., Revised Replies and Best and Final Offers, and 4.4.4, Other Department Rights During Negotiations, the Department requests a Best and Final Offer. Please submit the Best and Final Offer by 11:59 PM ET on May 14, 2021, to the Procurement Officer, Caitlen Boles, at Caitlen.Boles@dms.fl.gov

Respondents must email the Best and Final Offer with files attached as a .pdf or in their native format (.docx or .xlsx where applicable) to the Procurement Officer. If the Best and Final Offer exceeds the file limit to submit via email, the Respondent must submit its Best and Final Offer on a thumb drive to the Procurement Officer by the above-stated deadline.

Best and Final Offers are expressly understood to be for the provision of services and features with no minimum guaranteed purchase of services or features.

All revisions made by the Department to the attachments provided with this Request for Best and Final Offer are reflected in track changes; track changes reflect changes made to the original documents posted with the ITN, and as modified by Addendum No. 2. Any Respondent-proposed edits not reflected in the attachments were deemed not acceptable to the Department. Do not make any changes, revisions, exceptions, or deviations to the Department's language in the provided documents.

BEST AND FINAL OFFER SUBMISSION

The Best and Final Offer must include the following requested documents:

A. ATTACHMENT A – FINAL STATEMENT OF WORK

Please submit a response to each subsection in Attachment A – Final Statement of Work where a response is requested, including Section 4 Public Safety if the Respondent is proposing public safety services. Identify all modifications and/or revisions, if any, to the responses provided in the Statement of Work from Respondent's initial ITN Reply via track changes.

B. ATTACHMENT B – FINAL CONTRACT

By submitting a Best and Final Offer, the Respondent confirms acceptance of Attachment B – Final Contract, as is; ***do not make any changes, revisions, exceptions, or deviations.***

C. ATTACHMENT C – FINAL SERVICE LEVEL AGREEMENTS

By submitting a Best and Final Offer, the Respondent confirms acceptance of Attachment C – Final Service Level Agreements, as is; ***do not make any changes, revisions, exceptions, or deviations***.

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D. FINAL VENDOR'S DEVICE LIST AND VENDOR'S SERVICES AND DISCOUNTS PRICING (EUPL)

Please submit Vendor's Device List and Vendor's Services and Discounts Pricing. If the Respondent is proposing public safety plans and devices, these shall be included within these documents.

The Respondent is required to submit a Vendor's Device List and Vendor's Services and Discounts Pricing that includes the Respondent's best pricing for the Department's consideration based on the revisions contained in the Request for Best and Final Offer and attachments. Given these revisions made by the Department, the Department is anticipating reductions in the Respondent's pricing.

The Vendor's Device List and Vendor's Services and Discounts Pricing must comply with ITN Section 3.10, Respondent's Pricing. Pricing in either document shall not include State of Florida and Federal Taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

E. WIRELESS SERVICE GUIDES

Please submit the plans and features government terms of service with the terms agreed upon in negotiations. If awarded a contract, the intent is for these terms to be incorporated into the EUPL.

SUPPLEMENTAL INFORMATION

The Best and Final Offer shall constitute the Respondent's final Reply to this ITN and should be reflective of all terms and conditions applicable to the Respondent's proposed services.

Should the Respondent's BAFO response contain website references, that are external to the documents, the information referenced on the website should be provided in the BAFO response. However, if the information has been previously supplied to the negotiation team in the information request in January and no changes have been made, it is not necessary to resubmit.

The Respondent is under no obligation to submit a Best and Final Offer; however, the Respondent will no longer be considered for an award if the Department does not receive a Best and Final Offer.

By the submission of its Best and Final Offer, the Respondent certifies that, if awarded a Contract, it will comply with all terms and conditions found in the aforementioned documents included with this Request for Best and Final Offer.

REDACTED COPY

If the Respondent considers any portion of the documents, data, or records submitted to the Department to be trade secret or otherwise exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Respondent must provide the Department with a separate, electronic redacted copy of the Best and Final Offer in accordance with Section 3.8 of the ITN.

STATE OF FLORIDA EMPLOYEE DISCOUNTS

If the Respondent intends to offer any discounted pricing to State of Florida employees (including state agencies, OEUs, or their retirees), please provide the discount percentage in the Best and Final Offer.

Please note that the decision to offer discounted rates is wholly within the Respondent's discretion and will NOT be considered as part of the State's best value determination (see ITN Section 4.5, Final Selection and Notice of Intent to Award Contract).

Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

INVITATION TO NEGOTIATE

FOR

MOBILE COMMUNICATION SERVICES

ITN NO: DMS-19/20-006

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

Procurement Officer: Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.3Y
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-9226312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES
Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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Attachments:

Attachment A – Statement of Work
Attachment B – Draft Contract
Attachment C – Service Level Agreements
Attachment D – Business Case
Attachment E – Definitions and Acronyms

Forms:

FORM 1 – CONTACT INFORMATION
FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – NON-COLLUSION STATEMENT
FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS
FORM 6 – BUSINESS EXPERIENCE

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SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The State of Florida (State), Department of Management Services (Department or DMS) is seeking to establish, through this Invitation to Negotiate (ITN), a contract or contracts (Contract) for cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories and features, collectively referred to herein as Mobile Communication Services (MCS). MCS is part of the DMS SUNCOM group of contracts providing voice and data services to SUNCOM Customers. The Department intends to award multiple Contracts but reserves the right to award to one Respondent or to make no award.

The resulting Contract(s), if any, will be used by State agencies and other authorized entities, collectively referred to as "Customers," in accordance with Chapter 282, Florida Statutes.

If more than one (1) Contract is awarded, then the use of the terms "Contract," "Contractor," "Reply," and "Respondent" include the plural when applicable.

1.2 Background

Prior to issuance of this solicitation, the Department contracted with a private vendor to assist in the development of a business case for MCS, in accordance with section 287.0571, Florida Statutes. The business case examined options for the future path of MCS and recommended that the Department issue an ITN for the services. That Mobile Communication Services Business Case is attached to this procurement as Attachment D – Business Case for background informational purposes only and does not contain specifications for this solicitation.

The Department has estimated that the annual total enterprise expenditures on the Contract resulting from this solicitation will be approximately $85 million. This estimate is for informational purposes only. Under no circumstances should this estimate be construed as representing actual, guaranteed, or minimum spend under any new Contract.

1.3 Term

The term of the Contract will be five (5) years. Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part for up to five (5) additional years. Renewals are contingent upon satisfactory performance evaluations by the Department and are subject to the availability of funds (see section 287.057(13), Florida Statutes).

1.4 Questions Being Explored

a) What is the best model for delivery of cost-efficient and high-quality MCS, including nationwide coverage?
b) What service options meet a variety of Customer needs?
c) How we the Department maintain competitive pricing throughout the initial and renewal year of the Contract?
d) What is the best model for the Department to achieve the objectives state in Attachment A – Statement of Work (SOW), Subsection 1.3?

1.5 Goals of the ITN

The goals of this ITN are to establish:

a) The delivery of cost-efficient and high-quality MCS, including nationwide coverage;
b) Service options to meet a variety of Customers' needs;

c) Competitive pricing throughout the initial and any renewal years of the Contract; and
d) The objectives stated in Attachment A - Statement of Work (SOW), Subsection 1.3.

1.6 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.fl.gov. Requests for accommodation for meetings must be made at least five (5) Business Days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.7 Procurement Officer

The Procurement Officer is the **sole point of contact** for this procurement. Direct all contact with the Department to the Procurement Officer in writing by email.

Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.3Y
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: dms.purchasing@dms.myflorida.com

*****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER*****

If a Respondent is claiming that any portion of an email is trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or Federal Law, the Respondent is to place the word "Confidential" in the subject line. (See Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, of this ITN for more information on confidential information.)

Any contact with the Department by an affiliate, a person with a relevant business relationship with a Respondent, or an existing or prospective subcontractor to a Respondent is assumed to be on behalf of a Respondent unless shown otherwise.

1.8 Timeline of Events

The table below contains the anticipated Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Respondent's responsibility to check the VBS for any changes. The Respondent is responsible for ensuring the Department receives all required documentation by the dates and times (Eastern Time) specified below (or as revised by addenda).

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020

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TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 9, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 23, 2020
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149	3:00 PM	November 23, 2020
Anticipated Evaluations Phase.		December 1, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to April 12, 2021
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477	10:00 AM	April 19, 2021

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TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477		
Anticipated date to post Notice of Intent to Award on the VBS.		April 26, 2021
Anticipated Contract Execution.		May 2021

SECTION 2. SOLICITATION PROCESS

2.1 General Overview

The ITN is a method of competitively soliciting contractual services under section 287.057(1)(c), Florida Statutes. This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting a Reply are to comply with all terms and conditions described in this solicitation. The Department will hold a public opening of the Replies at the date, time, and location provided in the Timeline of Events.

The ITN process is divided into two (2) phases: the evaluation phase and the negotiation phase. The evaluation phase involves the Department's evaluation of Replies in accordance with this ITN. During this phase, the Department evaluates all Responsive Replies using the assessment scale against all evaluation criteria to establish a competitive range of Replies reasonably susceptible of award. The Department then selects one (1) or more Respondents within the competitive range with which to commence negotiations.

The negotiation phase involves negotiations between the Department and one or more Respondents whose evaluated Replies were determined to be within the competitive range, in accordance with this ITN. During this phase, the Department may request revised Replies and best and final offers (BAFOs) based on the negotiations.

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Once negotiations have concluded and BAFO(s) have been received and reviewed, the Department will hold a negotiation team public meeting to recommend Contract award(s). The Department intends to post a notice of Intent to Award Contract(s), identifying the responsive and responsible vendor(s) that provide the best value to the State based on the selection criteria set forth in Subsection 4.5, Final Selection and Notice of Intent to Award Contract, of the ITN.

Any reservation or listing of reservations of the Department's rights provided in this ITN is not intended to be exhaustive and shall not be construed to limit the rights of the Department in conducting this procurement.

2.2 Questions and Answers

Respondents will submit all questions during the Question and Answer period in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in Subsection 1.8, Timeline of Events.

The Department requests that all questions have the solicitation number in the subject line of the email and be submitted in the following format:

Question #	Respondent Name	Section	Page #	Question

Questions will not constitute a formal protest of the specifications of the solicitation. Department answers to written questions will be issued by addendum via the VBS.

2.3 Addenda to the Solicitation

The Department reserves the right to modify this solicitation by issuing addenda posted on the VBS. It is the responsibility of the Respondent to check the VBS for information and updates.

2.4 Receipt of Replies

2.4.1 Reply Deadline

The Respondent is responsible for ensuring the Department receives the Reply no later than the date and time provided in Subsection 1.8, Timeline of Events, of this ITN (or as revised by addenda). Address the Reply to the Procurement Officer at:

Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.1X
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

All methods of delivery or transmittal to the Procurement Officer are exclusively the responsibility of Respondents, and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondents.

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2.4.2 Clarifications to Replies

No changes, modifications, or additions to the Replies will be allowed after the Replies have been opened, except as negotiated during the negotiation phase. However, the Department reserves the right to seek clarifications from any Respondent at any time.

2.5 Respondent Firm Offer

The Department may enter into a Contract within three hundred and sixty-five (365) calendar days after the date the Notice of Intent to Award is posted, during which period Replies shall remain firm and shall not be withdrawn. If a Contract is not executed within three hundred and sixty-five (365) days, the Replies shall remain firm until either the Contract is executed or the Department receives from a Respondent written notice that the Reply is withdrawn.

SECTION 3. GENERAL INSTRUCTIONS

3.1 General Instructions to Respondents (PUR 1001 Form)

The PUR 1001 Form, General Instructions to Respondents, is incorporated by reference into this solicitation but is superseded to the extent set forth herein. The form can be accessed at: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

Sections 3, 5, 9, and 14 of the PUR 1001 Form are inapplicable and are replaced as follows:

Section 3. Electronic Submission of Offers
Replies shall be submitted in accordance with Subsection 3.5, How to Submit a Reply.

Section 5. Questions
Submit questions in accordance with Subsection 2.2, Questions and Answers.

Section 9. Respondent's Representation and Authorization.
In submitting a Reply, the Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- The Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery,

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collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or a position involving the administration of funds:
  - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one (1) or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- The commodities or contractual services offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Reply.
- The Respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees, against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's Reply.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Reply. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.
- If at any point during the course of the procurement, circumstances change so that any of the above acknowledgements are no longer true, the Respondent will notify the Procurement Officer as soon as practicable.

Section 14 – Firm Response
The offer will be held firm in accordance with Subsection 2.5, Respondent Firm Offer.

3.2 MFMP Registration

The awarded Respondent(s), if any, must have completed this process prior to Contract execution. For additional information, please visit: https://Respondent.myfloridamarketplace.com/.

The awarded Respondent(s) will be required to pay the required MFMP transaction fee(s) as specified in Subsection 3.7, MyFloridaMarketPlace Transaction Fee, of Attachment B - Draft

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Contract, unless an exemption has been requested and approved pursuant to Rule 60A-1.031, Florida Administrative Code.

3.3 Florida Substitute Form W-9 Process

A State of Florida contractor ***must*** have registered and completed an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Respondents provide on the Form W-9.

For instructions on how to complete the Florida Substitute Form W-9, please visit: http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf

The awarded Respondent(s), if any, must have completed this process prior to Contract execution.

3.4 Website References

Respondents should not incorporate or reference dynamic links that are external to the Reply documents. Provide screen shots in lieu of references to websites. References to dynamic links (Universal Resource Locators) will not be considered as part of the Respondent's Reply.

3.5 How to Submit a Reply

Respondents are responsible for submitting their Replies by the date and time specified in the Timeline of Events of this solicitation. Respondents are to submit the Reply in a sealed package containing the following:

3.5.1 One (1) hard copy of a cover letter as specified in Section 3.7, Contents of Reply.

3.5.2 One (1) electronic Reply in Adobe (.pdf) on a USB flash drive (CD/DVD format is also acceptable). Files are to be organized in accordance with Section 3.7, Contents of Reply. The Vendor's Device List; Vendor's Services and Discounts Pricing; and Vendor's Services and Discounts Pricing, Public Safety (if submitting), should be submitted in either Adobe (.pdf) or Microsoft Excel.

3.5.3 If applicable, one (1) electronic redacted copy of the entire Reply on a USB flash drive (CD/DVD format is also acceptable), as described in Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, of this ITN. Large files should be scanned as separate files.

All electronic documents are to be searchable to the fullest extent practicable.

Clearly mark on the outside of the sealed package the solicitation number, company name, and Procurement Officer name.

Submit Replies to the Procurement Officer at the address listed in Subsection 1.7, Procurement Officer.

Prepare Replies simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The emphasis of each Reply should be on completeness and clarity of content.

Replies that are not timely submitted with all required information may be deemed nonresponsive. The risk of submitting a blank or unreadable USB flash drive or CD/DVD rests with the Respondent.

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3.6 Mandatory Responsiveness Requirements

The Department will not evaluate Replies that do not meet the minimum mandatory requirements listed below. Responses to the SOW will be scored at the evaluation phase. Responses to the SOW and evaluator scores will not be used to determine the responsiveness of the Replies.

The Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State.

3.6.1 The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a "nationwide service provider" in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here: https://docs.fcc.gov/public/attachvments/FCC-18-181A1.pdf

The certifications required in Subsections 3.6.2 through 3.6.4 must be accomplished through the execution of Form 5, Mandatory Responsiveness Requirements, below. A Reply will be deemed nonresponsive if it fails to contain a signed Form 5.

3.6.2 The Respondent must certify that it is in compliance with Subsection 3.1, General Instructions to Respondents (PUR 1001 Form), of this ITN.

3.6.3 The Respondent must certify that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.

3.6.4 The Respondent must certify that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.

3.6.5 The Respondent must certify that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website: www.sunbiz.org

3.7 Contents of Reply

All Replies are to be organized in sections as directed below. Submit the sections of the Reply in one (1) sealed package to the Procurement Officer, organized as follows:

1. **A cover letter on the Respondent's letterhead with the following information:**

   a. Company name and physical address;
   b. Primary location from where the work will be performed;

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c. Contact information for primary point of contact, including phone number and email address; and
d. Federal Employer Identification (FEID) Number.

2. Completed forms:

FORM 1 – CONTACT INFORMATION
FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – NON-COLLUSION STATEMENT
FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 6 – BUSINESS EXPERIENCE

3. Mandatory Responsiveness Requirements:

A signed FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS.

4. Respondent's Reply to the Statement of Work (Technical Reply)
Respondent will provide a response to each subsection in the SOW, where it is requested, by either inserting a narrative in the response blocks below the text of the numbered subsection (preferred method) or by attaching a narrative with a reference to the corresponding SOW subsection.

Note: It is the Respondent's responsibility to ensure responses are properly aligned with the corresponding SOW sections. The Department will not be responsible for evaluating portions of responses that are improperly aligned with the SOW subsections. See also Subsection 1.1, Instructions for Response Blocks, of the SOW regarding SOW Reply instructions.

Provide responses to the SOW in a font color for narrative that is different than the SOW font color.

5. Respondent's Experience Reply
Respondent will provide an Experience Reply that provides all the information required by this section.

The Respondent will supply a brief narrative of Respondent's prior relevant experience and ability to provide the proposed Wireless Voice Services (WVS) and Wireless Data Services (WDS) described in Attachment A – Statement of Work, including, at a minimum, a description of:

a. Respondent's market penetration for WVS and WDS services.
b. Respondent's experience providing services of similar scope to other public sector clients comparable to the State of Florida.
c. Respondent's experience supporting devices and software systems of different manufacturers. List similar or like systems the Respondent has supported in the last three (3) years.
d. Respondent's experience providing Highly-available, Highly-reliable telecommunications infrastructures and services.

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e. Respondent's experience providing sufficient staffing levels, local staffing, and a quality staff driven to proactively address issues.
f. Proposed Key Staff – given the requirements in Sections 2.2 through 2.7 of Attachment A, Statement of Work:
   i. Describe in detail the proposed offering for key staff positions, addressing the minimum requirements listed in the Statement of Work.
   ii. Provide resumes for all persons being proposed for the key staff positions.
   iii. Provide a proposed Staffing Organizational Chart, including all staff (both key staff and non-key staff) that are anticipated to be assigned to the Contract, including names and titles (full-time and part-time).
   iv. Describe the proposed Customer Support Team model, including staffing levels, minimum qualifications, and average years of experience of the proposed team.

6. Letter of Bondability

A letter signed on or after October 1, 2020, from a surety company or bonding agent authorized to do business in the State and written on company letterhead indicating the Respondent's ability to obtain a performance bond in the amount of at least five hundred thousand dollars ($500,000). For additional information see Section 16, Performance Bond, of Attachment B – Draft Contract.

7. Pricing and Devices

Submit the following items in one (1) separate electronic file folder:

- Vendor's Services and Discounts Pricing
- Vendor's Services and Discounts Pricing, Public Safety, if the Respondent is proposing to provide services in accordance with SOW Section 4, Public Safety Service Plans and Devices
- Vendor's Device List

Note: The items submitted in this Pricing and Devices portion will not be evaluated or scored by the Department during the evaluation phase of the ITN, nor will these items be used to determine vendor responsiveness. The Department intends for these items to be utilized by the negotiation team to establish a baseline for service and pricing discussions with Respondents during the negotiation phase of the ITN.

3.8 Public Records, Respondent's Confidential Information, and Redacted Replies

The following subsections supplement Section 19, Public Records, of the PUR 1001 Form, General Instructions to Respondents. By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. **If the Respondent fails to mark material exempt, or fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce, in their entirety, all documents, data, or records submitted to the Department in answer to a public records request for these records.** However, no portion of a Reply will be produced in response to a public records request until such time as the Department provides notice of an intended decision with regard to this ITN or until thirty (30) days after opening the final Replies, whichever is earlier (see Section 3.8.3, Public Inspection, below, for additional information).

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3.8.1 Electronic and Written Communications

Unless exempted by law, all electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to Florida's broad Public Records Law, found in Chapter 119, Florida Statutes.

3.8.2 Replies

Unless exempted by law, all materials submitted as part of a Reply to this ITN will become a public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of a Reply does not affect the public record status of the materials.

3.8.3 Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Chapter 119, Florida Statutes. As noted above, a time-limited exemption from public inspection is provided for the contents of Replies pursuant to section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of Replies become subject to public inspection, unless another exemption applies. Any claim of trade secret exemption for any information contained in Respondent's Reply will be waived upon submission of the Reply to the Department, unless the claimed trade secret information is submitted in accordance with Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, below. This waiver includes any information included in the Respondent's Reply outside of the separately bound document described below.

3.8.4 How to Claim Trade Secret or Other Exemptions

If a Respondent considers any portion of materials made or submitted in the course of replying to this ITN to be trade secret under section 812.081, Florida Statutes, or other applicable law, or otherwise confidential under Florida or federal law, in order to preserve the confidentiality of the material, the Respondent must clearly designate, in writing, that portion of the materials as "confidential" when submitted to the Department. The Respondent must submit all such information as a separately bound, *unredacted* document clearly labeled "Confidential, Unredacted Reply" together with a brief written description of the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Respondent is to also simultaneously provide the Department with a separate, electronic *redacted* copy of its Reply. The file name of the electronic redacted copy is to contain the name of the Respondent, the ITN number, and redacted copy (e.g., Respondent Name DMS ITN _redacted copy.pdf). Prominently display the phrase "Redacted Copy" on the first page of the electronic redacted copy and each page on which information is redacted.

The redacted copy is to be submitted no later than the Reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Reply, further segregate it and separately bind or enclose and clearly label it as set forth above in addition to any other labeling required for the material.

Negotiation Meetings. If the Respondent is invited to negotiations, it will be incumbent upon the Respondent to identify, in real-time, portions of the Respondent's negotiation sessions that include references to materials and/or information the Respondent claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to inform the Department that any portion of the negotiation meetings should be considered confidential, proprietary, trade secret or otherwise not subject to

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disclosure, the Department is authorized to produce the audio recording in answer to a public records request for these records. The Respondent is responsible for defending its determination that the portions of the negotiation sessions are exempt and not subject to disclosure.

3.8.5 Public Records Request

If a Respondent fails to mark any materials submitted to the Department as confidential, or fails to submit a redacted copy as provided in this section, or fails to claim, in real-time, portions of the negotiations sessions as exempt, the Respondent **waives** the exemption, and the Department may produce all of the Respondent's documents, data, or records or the Department's recordings of negotiation sessions to any person requesting a copy under Chapter 119, Florida Statutes. The Respondent exclusively bears the burden of complying with Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, to ensure its exempt information is appropriately marked and protected. If a requestor asserts a right to the confidential information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent 's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the confidential information of the Respondent in a legal proceeding, the Department will give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent is responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

3.8.6 Department Not Obligated to Defend Respondent's Claims

The Department is not obligated to agree with a Respondent's claim of exemption and, by submitting a Reply, the Respondent agrees to defend its claim that each and every portion of the redacted material is exempt from inspection and copying under the Public Records Law. Further, by submitting a Reply, the Respondent agrees to protect, defend, indemnify and hold harmless the Department for any and all claims and litigation (including litigation initiated by the Department), including attorney's fees and costs, arising from or in any way relating to Respondent's assertion that the redacted portions of its Reply or portions of the negotiation sessions are trade secrets or otherwise exempt from public disclosure under Chapter 119, Florida Statutes. The Department may use counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

3.9 Additional Information

By submitting a Reply, the Respondent certifies that it agrees to all criteria specified in this solicitation. The Department may request, and the Respondent shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Reply being deemed non-responsive.

3.10 Respondent's Pricing

Respondents are to submit pricing at the time of their Reply. Pricing should be submitted as if the terms and conditions of Attachment B – Draft Contract are final. There is no guaranteed minimum spend from the Department or the Customers. Respondents are instructed to only submit pricing for services that are within the contemplated scope of this procurement, including additional options or features proposed by the Respondent that are in accordance with the SOW.

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If the proposed pricing includes services outside of the scope of the Contract, those services will not become part of the Contract and will neither be included in CSAB nor be offered to Customers.

Pricing must be uniform with no variation for geographic location of service delivery.

Respondents are encouraged to provide the best possible pricing at all times. Pricing submitted will be considered pricing for the initial and any renewal periods.

Respondents' proposed pricing is inclusive of all government sanctioned surcharges and fees (as provided in the SOW, Subsection 5.6, Taxes and Government Sanctioned Fees) necessary to deliver the proposed services, unless otherwise separately identified in the Reply. The only additional costs permitted will be reasonable costs for expedited orders.

3.10.1 Vendor's Device List

The Respondent should submit a Vendor's Device List of the Respondent's proposed devices and pricing, which will become part of the final Contract, as modified during negotiations. The Vendor's Device List should include all proposed devices, including, at a minimum, cellular phones, smartphones, tablets, broadband access devices (data-only), cellular mobile broadband devices (support for internet access), devices supporting secure access to MFN, and accessories. Devices may be shown with a variety of packages, with detailed pricing, and descriptions of associated services, devices and/or features. Any services, devices and/or features provided at no cost should be identified as $0.00. If the Respondent is proposing Public Safety services and devices, the Vendor's Device List may also include Public Safety wearables and other Public Safety wireless enabled devices.

For all items listed below, the Vendor's Device List should include: manufacturer and model, vendor's identification number (SKU), vendor's commercially advertised retail price as of the date the Reply is submitted to the Department, State purchase price, and any promotional pricing, as well as the following device-specific information:

1) Smartphones
   a. Operating system, camera, removable memory, hearing aid compatibility, mode, and other features.
   b. At least one unlocked iPhone and one unlocked Android smartphone.
2) Air Cards and hotspots
   a. Mode, compatibility with 4G LTE, compatibility with 5G, compatibility with Apple Operating Systems (iOS, Mac OS), compatibility with Microsoft Operating systems (Windows), external antenna, and other features.
3) Tablets
   a. Operating system, camera, removable memory, and other features.
4) Basic Phones
   a. At least one basic phone that is available to Customers at no charge, other than the cost of the purchased service plan.
5) Accessories
   a. May include phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.
6) Public Safety Wearables

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3.10.2 Vendor's Services and Discount Pricing

The Respondent should submit services and discount pricing, which will become part of the final Contract, as modified during negotiations. If bidding on the public safety portion of this procurement, the Respondent should also submit public safety-specific pricing. Respondents may mirror the formats of existing End User Price Lists (EUPLs), also referred to as User Rates, or create their own. The current EUPLs can be found on this DMS website: https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services. Respondent's should state prices as monthly recurring charges (MRC) or non-recurring charges (NRC).

The Services and Discounts Pricing should include the following, at a minimum:

1) Non-pooled Plans

a. Pricing and details of all non-pooled plans, which may include:
   i. Voice per minute rate plans: usage based, limited
   ii. Unlimited plans: voice; voice and text; voice, text, and data; voice, data, messaging, and hotspot
   iii. Messaging plans: limited and unlimited
   iv. Data only device plans: per megabyte data plan, data plan with tethering, data plan without tethering, and unlimited data

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs, including the number of messages (SMS/MMS), minutes (anytime, nights, or weekends), data limits, and included features, such as call waiting.
   i. Detail how airtime and other measured usage are billed; for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, unanswered outgoing calls incurring airtime.
   ii. Description of billing for calls directly dialing or receiving from the same carrier.
   iii. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
   iv. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

2) Pooled Plans

a. Pricing and details of all pooled plans, which may include:
   i. Description of tiers, including the number of minutes included in the plans.

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Describe:
   i. how the minutes are aggregated and credits are applied;
   ii. how a Customer can have more than one pool;
   iii. rollover minutes;
   iv. pool limitations, e.g., limits to the number of users; and
   v. included features, such as call waiting.

3) Push-to-Talk

a. Pricing and details of all push-to-talk plans, which may include:
   i. Standalone push-to-talk and add-on push-to-talk plans.
   ii. Relevant unit pricing including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

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iii. Description of services included in the monthly recurring costs and included features
1. Detail how measured usage is billed, for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, or unanswered outgoing calls incurring airtime.
2. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
3. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

4) Machine-to-Machine

a. Pricing and details of all machine-to-machine and internet of things service plans which may include:
i. Description of tiers, including the usage caps of each tier. One (1) MB to twenty (20) GB requested, at minimum.

b. Relevant unit pricing, including price per minute, variation of price per MB for nights and weekends, and monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs and included features.
i. Detail how measured usage is billed.
ii. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

5) Discounts

a. All proposed discounts off accessories and devices.

b. State what published price the discount percentage applies to (MSRP, vendor published catalog, etc.).
i. Describe any additional proposed discounts, such as 100% discount off activation fees.
ii. Specific pricing for devices should be listed in the Vendor's Device List.

6) Additional Features, Fees, and Other Items

a. Respondents may describe and detail any additional offerings that are contemplated within the SOW.
i. These shall include surcharges and fees (see SOW Section 5.6, Taxes and Government Sanctioned Fees).
ii. These may include chargeable features, such as robo-call blocking, mobile device management, etc.
iii. Respondents may also suggest tiered pricing.
iv. Where applicable, Respondents should detail the plan name and type, monthly recurring cost, etc.

b. There will be no activation fees for services and devices purchased off the Contract. Current MCS contracts do not allow activation fees for services and devices.

SECTION 4. SELECTION METHODOLOGY

4.1 Responsiveness and Responsibility

The Department will determine which Respondents are responsive and responsible, and which have submitted a Responsive Reply that meets the requirements of this solicitation (see section

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287.012, Florida Statutes). The Department will perform the initial responsiveness check. Replies found to be nonresponsive will not be evaluated.

The Department reserves the right to act upon information discovered after the initial responsiveness check impacting the responsibility or responsiveness of the Respondent.

4.2 Evaluation Process – General Overview

The Department will appoint an evaluation team for the evaluation and scoring of the Responsive Replies for the evaluation phase. Each evaluator will be provided a copy of each Respondent's Reply that is deemed Responsive.

The evaluators will score Replies against the evaluation criteria set forth in subsection 4.3, Evaluation of the Reply, in order to establish a competitive range of Replies reasonably susceptible of award. The Evaluation Summary Score Sheet Table, to be used by the Department to calculate evaluation scores, provides for the SOW sections that will be scored and the relative weights given to the scored sections.

See subsection 4.4, Negotiations, for information on the negotiation phase of the ITN. All Replies that meet the Mandatory Responsiveness Requirements will be evaluated as described in section 4, Selection Methodology.

4.3 Evaluation of the Reply

The evaluators will independently review and evaluate the Responsive Replies. Using the assessment scale below, the evaluators will assign scores zero (0) to four (4) based on the quality of each section of the Reply to the SOW. In determining the quality of a Reply, the evaluators will use the following guiding questions:

- How well does the Reply demonstrate an understanding of the services requested?
- How well does the Reply demonstrate the Respondent's ability to provide the services requested?
- How well does the Reply address the requested services?

Assessment	Evaluator Score
Unacceptable	0
Poor	1
Adequate	2
Good	3
Exceptional	4

4.3.1 Scoring

Scoring, for purposes of determining the competitive range, will be a total of the evaluator's weighted scores for each Respondent for all scored sections of the SOW.

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The table below demonstrates the calculations the Department will use to determine the Respondent's Final Weighted Score, based on the raw scores given by the Evaluation Team members while evaluating the Respondent's Reply.

The Raw Points scored for each section, by each evaluator, will be averaged together and then multiplied by the Weight Factor in the table below for each section. This calculation will render the Respondent's Weighted Scores for each section. The Respondent's Weighted Scores for each section will be added together to determine the Respondent's Final Weighted Score.

EVALUATION SUMMARY SCORE SHEET					
Section	**Maximum Possible Raw Score**		**Weight Factor**		**Maximum Possible Weighted Score**
1.6 Evolving Technology	4	X	50	=	200
2.1 Staffing Responsibilities	4	X	100	=	400
3.6 Wireless Data Services	4	X	75	=	300
3.10 State of Florida Coverage	4	X	50	=	200
3.12 Security	4	X	50	=	200
3.16 Highly Available and Highly Reliable Design Characteristics	4	X	25	=	100
3.17 Reports, Updates, and Notification Requirements	4	X	50	=	200
3.19 Customer Support	4	X	50	=	200
3.20 Contractor's MCS Portal	4	X	25	=	100
3.21 Devices	4	X	50	=	200
3.22 Cooperation with Other Contractors	4	X	25	=	100
3.23 Customer Migration	4	X	75	=	300
3.26 Project Management	4	X	25	=	100
Respondent's Experience Reply	4	X	300	=	1,200
Maximum Possible Final Weighted Score:					**3,800**

For additional instructions for replying to the SOW, see SOW subsection 1.1. For selection methodology, scoring, and weighting, see this ITN section 4, Selection Methodology.

4.3.2 Other Department Rights for Evaluation

The Department reserves the right at any time during the Evaluation Process to:

1. Conceal pricing information from evaluators or provide an instruction to evaluators to disregard pricing information in their evaluation of a Responsive Reply.
2. Redact, omit, or provide instruction to evaluators to disregard any portions of a proposed offering which the Department determines are outside of the scope of this procurement.

4.4 Negotiations

4.4.1 Negotiations Process – General Overview

After the evaluation of Replies based on the criteria identified above, the Department will establish a competitive range of Replies reasonably susceptible of award and will select one (1) or more Respondents within the competitive range to commence negotiations.

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The Department will establish a negotiation team to conduct the negotiations. The negotiation team will make a recommendation of (an) award(s) to the Respondent(s) that will provide best value based on the selection criteria in the ITN. The negotiation team will not be bound by evaluator scoring but may use the evaluator scoring as a reference tool during the negotiation process.

The Department will require the Respondent(s) to provide the Vendor's Services and Discounts Pricing; Vendor's Services and Discounts Pricing, Public Safety (if proposing public safety services); and Vendors Device List if they were not originally included in the Respondent's Reply.

All pricing submitted may be reduced during negotiations but cannot be raised unless the increase is reflected in the BAFO and is directly related to changes in offered services in the BAFO and as negotiated in accordance with this ITN. During the negotiation process, the Department also reserves the right to negotiate a la carte services, categories, and components of services.

The format and content of any pricing submissions, including but not limited to BAFOs, may be amended during negotiations at the discretion of the negotiation team.

The Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.

The Department may require additional technical detail, diagrams, demonstrations, and documentation. The negotiation team may request proposed alternative terms or deliverables during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

The Department reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public but will be recorded. Recordings of negotiations and negotiation team strategy meetings will be subject to the provisions of section 286.0113, Florida Statutes.

Negotiation meetings will be conducted in Tallahassee, Florida, if conducted in-person, or using technology-based solutions, if conducted remotely. The Department reserves the right to schedule in-person negotiations at a different location in the State. The Department may distribute an agenda in advance of any negotiation session. Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s).

Negotiations will continue as determined by the negotiation team, until acceptable terms and conditions are agreed upon through a BAFO, if applicable, or it is determined that an acceptable agreement cannot be reached. The Department reserves the right to conclude negotiations at any time and proceed to Contract award.

4.4.2 Respondent Attendance at Negotiations

The Department reserves the right to limit the number of representatives permitted to attend the negotiation sessions.

4.4.3 Revised Replies and Best and Final Offers

During the negotiation phase, the Department may request clarification and revisions to Replies (including BAFOs) and identify information to be submitted to the Department until it is satisfied

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that it has achieved the best value for the State. Failure to provide information requested by the Department during the negotiation phase may result in termination of negotiations with the Respondent.

It is anticipated that the Department will use language in the Request for BAFO expressing contractual requirements within the procurement documents where the language was previously permissive. For example, the word 'should' may be replaced by the word 'must' in the final SOW attached to the Request for BAFO.

4.4.4 Other Department Rights During Negotiations

The Department has sole discretion in deciding whether and when to take any of the following actions and to decide the scope and manner of such actions.

The Department reserves the right at any time during the negotiation process to**:**

a) Schedule additional negotiation sessions with any or all Respondents.
b) Require any or all Respondents to provide additional, revised, or final written Replies addressing specific topics, including, but not limited to, modifications to the solicitation specifications, terms and conditions, or business references.
c) Require any or all Respondents to provide revised Replies and written BAFO(s).
d) Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.
e) Pursue a Contract with one (1) or more Respondents for the services encompassed by this solicitation, including any addendums thereto and any request for additional, revised, or final written Replies or request for BAFOs.
f) Pursue the division of Contracts between Respondents by type of service or geographic area, or both.
g) Finalize Contract terms and conditions with any Respondent at any time.
h) End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and to continue with other Respondents, or not continue with any Respondents.
i) Conclude negotiations at any time and proceed to Contract award.
j) Re-open negotiations with any responsive Respondent.
k) Take any additional, administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
l) Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.
m) Review and rely on relevant information contained in the Replies.
n) Request pricing options different from the initial pricing provided by the Respondent. This information may be used in negotiations.
o) Request business references and materials related to a reference check.
p) Contact Respondent's Customers, if any, or other entities with information relevant to the Respondent's responsibility, experience, and/or ability.

4.4.5 Negotiation Meetings Not Open to Public

In accordance with section 286.0113, Florida Statutes, negotiations between the Department and Respondents are exempt from Chapter 286, Florida Statutes, and s. 24(b), Art. I of the State

Constitution. Also, any portion of a team meeting at which negotiation strategies are discussed are exempt from section 286.011, Florida Statutes.

The Department will record all meetings of the negotiation team and all negotiation meetings between the Department and Respondents, as required by law, and such recordings will eventually become public record pursuant to Chapter 286, Florida Statutes. During negotiations, Respondents must inform the Department if any portion of the meetings should be considered confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, so that the Department can make appropriate arrangements for the segregation of the recording.

4.5 Final Selection and Notice of Intent to Award Contract

4.5.1 Award Selection

Contract(s) will be awarded, if any award is made, to the responsive and responsible vendor(s) whose BAFO is assessed as providing the best value to the State in accordance with the selection criteria of this ITN.

4.5.2 Selection Criteria

The following award selection criteria will apply for this ITN:

a) The Respondent's demonstration of its prior relevant experience, including track record, and the overall professional experience of the Respondent at providing the proposed services;
b) The Respondent's ability and approach to meeting the goals of the ITN, as stated in subsection 1.5, Goals of the ITN, and SOW subsection 1.3, MCS Objectives;
c) The Respondent's ability and approach to providing the services and associated devices sought in the SOW;
d) The Respondent's pricing.

4.5.3 Department's Negotiation Team Recommendation

The Department's negotiation team will make a recommendation as to the Contract award(s) that will provide the best value to the State based on the selection criteria.

SECTION 5. AWARD

5.1 Rights for Award

The Department reserves the right to:

- Award a contract to one (1) or more Respondents for the services encompassed by this solicitation.
- Award a contract to one (1) or more Respondents, or no Respondents at all, for all or part of the work contemplated by this solicitation.
- Select one (1) or more Respondents by type of service, geographic area, and/or both.
- Award contracts for less than the entire geographic area.
- Award and contract with other Responsive Respondents in the event that the Department is unable to contract with the initially awarded Respondent(s).
- Reject all Replies and determine whether to reissue a competitive solicitation.
- Withdraw or cancel the solicitation and make no award.

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5.2 Agency Decision

The Department will post a Notice of Intent to Award to enter into one (1) or more contracts with the Respondent(s) identified therein, on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all Replies, it will post its notice on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

5.3 Other Reserved Rights

- The Department has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right.
- The Department reserves the right, after posting a Notice of Intent to Award, to withdraw or cancel the procurement, or amend its Notice of Intent to Award and re-open negotiations with any Respondent at any time prior to execution of a Contract.

5.4 No Contract until Execution

A Notice of Intent to Award under this ITN shall not constitute or form any contract between the Department and a Respondent. No contract shall be formed until such time as a Respondent and the Department formally execute a contract with requisite written signatures.

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FORM 1 – CONTACT INFORMATION

	For solicitation purposes, the Respondent's contact person will be:	Should the Respondent be awarded the Contract, the Account Manager's contact information will be:
Name		
Title		
Company Name		
Address		
Telephone		
Fax		
E-mail		
FEID #		

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

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FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company Name _____

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the company states the following conflict(s) of interest exists as noted below (if none, write N/A in the applicable section(s) below):

The persons listed below are corporate officers, directors, or agents and are currently employees of the State of Florida or one of its agencies:

_____ _____

_____ _____

_____ _____

The persons listed below are current State of Florida employees who own an interest of five percent (5%) or more in the company named above:

_____ _____

_____ _____

_____ _____

_____ _____

Name of Respondent's Organization Signature of Authorized Representative and Date

_____

Print Name

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FORM 3 - NON-COLLUSION STATEMENT

I state that I _____ of _____,
(Name and Title) (Name of Respondent)

am authorized to make this statement on behalf of my firm and its owner, directors, and officers. I am the person responsible in my firm for the price(s) and amount(s) submitted in response to this ITN and the preparation of the Reply. I state that:

1. The price(s) and amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, will be arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent.

2. Neither the price(s) nor the amount(s) submitted in response to this ITN, and neither the approximate price(s) nor approximate amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, have been or will be disclosed to any other firm, vendor, Respondent, or potential Respondent, and they will not be disclosed before Reply opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Reply to this ITN, or to submit prices higher than the prices submitted in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.

4. The Reply of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.

5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Respondent)

   are not currently under investigation by any governmental agency and have not in the last ten (10) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to a bid on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the State of Florida for which this Reply is submitted. I understand, and my firm understands, that any misstatement in this statement is, and will be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this contract.

Dated this _____ day of _____

Name of Respondent: _____

Signed by: _____

Print Name _____

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FORM 4 - STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT

I, as an authorized representative of the Respondent, certify that nothing in section 287.057(17)(c), Florida Statutes (see below), prohibits the Respondent's entry into any Contract resulting from this solicitation.

Section 287.057(17)(c), Florida Statutes: A person who receives a contract that has not been procured pursuant to subsections (1)-(3) [of s. 287.057, F.S.] to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a Respondent who responds to a request for information from being eligible to contract with an agency.

Name of Respondent's Organization	Signature of Authorized Representative and Date
	Print Name

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FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS

The Respondent certifies that it is in compliance with Subsection 3.1, General Instructions to Vendors (PUR 1001 Form).
The Respondent certifies that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.
The Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.
The Respondent certifies that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website: www.sunbiz.org
The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a "nationwide service provider" in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here: https://docs.fcc.gov/public/attachvments/FCC-18-181A1.pdf

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf and certifies conformance with all Mandatory Responsiveness Requirements listed above.

_____
Name of Respondent's Organization

_____
Printed Name of Organization's Authorized Representative

_____ _____
Signature of Organization's Authorized Representative Date

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FORM 6 - BUSINESS EXPERIENCE

Provide the information requested below. Print and complete this form as many times as needed to demonstrate experience in providing the same or similar services sought in this procurement.

The experience cannot be from:

a. Current employees of DMS.
b. Former employees of DMS within the past three (3) years.
c. Persons currently or formerly employed by the Respondent's organization.
d. Board members of the Respondent's organization.
e. Relatives.
f. Corporations based solely in a foreign country.
g. Any person involved in the drafting of this ITN or the procurement process.

The same entity may not be listed more than once.

In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time should be provided in the space provided for "Brief Summary of Services."

The Department reserves the right to contact entities stated below, and also other than those identified by the Respondent, to obtain additional information regarding past performance. The Department may also solely rely on the information stated below without contacting the entities state below.

Information	**Experience #1**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief summary of services	

Information	**Experience #2**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	

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Contract Period (contract start date to contract end date)	
Brief summary of services	

Information	**Experience #3**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief summary of services	

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

ATTACHMENT A – STATEMENT OF WORK

FOR

MOBILE COMMUNICATION SERVICES

ITN NO: DMS-19/20-006

INVITATION TO NEGOTIATE

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

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1. Statement of Work Introduction

This Attachment A – Statement of Work (SOW) describes cellular voice and data services, secure access to MyFloridaNet (cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories, and features, collectively referred to herein as Mobile Communication Services (MCS).

All requirements contained in this SOW are Contract requirements. Deliverables and associated financial consequences (hereinafter referred to as "Service Level Agreements" or "SLAs") are specified on Attachment C – Service Level Agreements.

The intent of this procurement is to establish one (1) or more multi-year Contract(s) that meet the goals of the ITN, as stated in Section 1.5, Goals of the ITN, of that document. Any contracted services will be available for use by State agencies and political subdivisions of the State, municipalities, and nonprofit corporations in accordance with Chapter 282, Florida Statutes (F.S.).

This SOW contains operational and administrative objectives for MCS that will form the requirements for implementation and on-going support under any Contract resulting from this ITN.

This SOW is intended to reflect the requested service components DMS is seeking the Respondent to offer for MCS. This SOW includes references to service components that "must," "shall," or "will" be delivered; however, these SOW references to "must," "shall," "will," and "minimum requirements" will not affect DMS's determination of a Respondent's responsiveness. DMS intends for these SOW references to become mandatory at the time of Contract execution (as reflected in DMS's Request for Best and Final Offer (BAFO)). However, these SOW references may be subject to negotiation during the procurement and will be resolved through the terms of DMS's Request for BAFO. The terms "will" and "shall" are used interchangeably.

The Request for BAFO may also provide for requirements in place of what may previously have been requests. For example, the word 'should' in this SOW may be replaced by the word 'must' in the final SOW attached to the Request for BAFO.

While the Department reserves the right to negotiate any term or condition during the negotiation process, the Contractor agrees that its Reply is based on the assumption that the terms and conditions of this SOW, as well as the Draft Contract (Attachment B to the ITN), apply as currently written.

If more than one (1) Contract is awarded, then the use of the terms "Contract," "Contractor," "Reply," and "Respondent," include the plural when applicable.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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1.1 Instructions for Response Blocks

The SOW contains response blocks where Respondents are to provide information. Respondents may attach additional narrative with a reference to the corresponding SOW response block subsection. Respondents should base responses on the information provided in the applicable subsections and response blocks regarding operational and administrative processes and other aspects of the proposed services.

Responses to the SOW will be scored and will not be used to determine responsiveness. Respondents should provide responses to all response blocks seeking a response in the SOW.

If the Respondent inserts "N/A" or leaves a response block blank, they will receive zero points for that subsection. Replies are to be submitted in accordance with the ITN. See Subsections 3.7, 4, of the ITN for additional instructions on submitting a Reply.

The response blocks may contain approximate word counts in brackets, e.g., [Enter the response here – XXX words]. The word counts are provided as guidance to the length of the expected response; the word counts are neither minimum nor maximum limits.

By submitting a Reply to this ITN, the Respondent affirms that it has read, understood, and will comply with all of the statements, terms, and conditions contained in this SOW.

Do not provide pricing information in any SOW response block. Respondent is to submit pricing information separate from the response to this SOW, in accordance with instructions in the ITN.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.2 Mobile Communication Services Portfolio

Mobile Communication Services are described below as well as in the public safety services in Section 4.

1.1.1 Wireless Voice Services (WVS), includes plans and cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices (cellular voice) and to traditional phones on the Public Switched Telephone Network (PSTN). This set of services also provides broadband access for email, internet browsing, texting, and numerous applications.

1.1.2. Wireless Data Services (WDS), includes a similar set of broadband services and devices as WVS but does not provide cellular voice and does not include PSTN voice connectivity. This set of services can provide secure data access into MyFloridaNet (for additional information, see Section 1.4, MyFloridaNet, below).

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Both sets of services include broadband data service plans governing the Customer's monthly allotment for broadband access.

1.1.3 Web portals for both WVS and WDS. Customers utilize the DMS Communications Service and Billing system (CSAB) to review all MCS offerings, which are found on the End User Price List (EUPL). Orders are either placed directly via MyFloridaMarketPlace (MFMP), CSAB, or direct with the Contractor. For additional information regarding the EUPL, see Section 5, Business Operations.

1.1.4. Accessories include, but are not limited to, antennas, phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.

1.1.5. Equipment includes, but is not limited to, smartphones, basic phones, air cards, hot spots, tablets, and public safety wearables (within the optional subsection on Public Safety Service Plans and Devices).

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.3 MCS Objectives

In accordance with the Department's objectives for MCS, the Contractor shall provide:

1. Services and devices that keep pace with rapidly evolving technologies and related service plans.
2. A range of rate plans with a wide variety of up-to-date features.
3. Customer support services, including the Contractor's MCS portal and superior staffing, with the best possible customer service.
4. Clearly articulated adoption of standards and designs in this SOW.
5. Complete and timely reporting on services to the Department and Customers.
6. Service strength with as much 4G/4G LTE or better service coverage as possible.
7. Highly-Available, Highly-Reliable (HA/HR) infrastructures.
8. Support for devices and software systems from different manufacturers.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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1.4 MyFloridaNet

MyFloridaNet (MFN) is the State's Multiprotocol Label Switching data network. MFN allows State agencies and other authorized users to communicate with each other. Information about MFN is available at:
https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/data_services/myfloridanet_2

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

1.5 End User Price Lists and Vendor's Device List

This subsection applies to both WVS and WDS.

1.5.1 Creation of Initial EUPL and Vendor's Device List

Pricing information in the Contractor's BAFO will be used by the Contractor to create the EUPL and Vendor's Device List after Contract execution. The format of the EUPL and Vendor's Device List must be approved by the Department. The Contractor must have one (1) EUPL and one (1) Vendor's Device List that incorporate all offerings. The Department's current MCS EUPLs are available on the DMS website here:

https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services

1.5.2 Update Process to EUPL

Given the fast pace of technological progress, DMS anticipates that plans and devices will improve and undergo alterations, within the scope of the Contract, over the term of the Contract. Changes in service plans, features, devices, or technology offered by the Contractor in the same, alternative, or equivalent form and within the scope of the Contract are permissible updates. Updates may be prompted by the Contractor, DMS, or Customers. Some updates may be accomplished via the change request process described in Section 5.2, Change Request, of the Contract; however, at DMS's sole discretion, updates may require a Contract amendment.

Contractor-Requested Updates. The Contractor may request updates to its EUPL and Vendor's Device List throughout the Contract term. Such requests must be emailed to the DMS Contract Manager for review and approval. DMS has absolute discretion to approve or deny Contractor-requested updates.

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The Contractor shall not offer Customers changes in plans, features, devices, or technology prior to obtaining DMS's written approval. The Contractor shall not offer any updated prices or rate structures until changes have been approved by DMS and DMS has published an updated EUPL.

When requested by DMS, the Contractor shall provide documentation on the requested update, including, but not limited to, market research and service and device specifications. DMS may review the information from the Contractor and any other source.

DMS will not approve an update request until and unless the criteria below is met to its satisfaction. However, DMS reserves the right to deny an update request even if all of the criteria are met. The Contractor shall:

1. Substantially demonstrate the pricing is competitive to market rates, specifically that it is equal to or less than rates for similar offerings in the State of Texas, State of California, and State of New York;
2. Fully demonstrate the pricing is related to and is in line with currently offered pricing for similar services and equipment within the EUPL and/or the Vendor's Device List; and
3. Fully demonstrate the proposed pricing is in accordance with Contract Section 3.2.2, Preferred Pricing.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.6 Evolving Technology

This section is applicable to all services and equipment, including devices.

The Contractor shall ensure delivery of services and devices that keep pace with rapidly evolving technologies and related service plans. The Vendor's Device List and EUPL must be kept up-to-date, in accordance with the process detailed within SOW Subsection 1.5, End User Price Lists and Vendor's Device List, offering the latest generation of devices and related service plans.

The Contractor's IP infrastructure must provide evolving technologies and offer Customers the latest generation of telecommunications infrastructure and devices.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure delivery of services and devices that keep pace with rapidly evolving technology and related service plans.

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b. Describe the Respondent's commitment and plan to offer the latest generation of installed infrastructure supporting MCS (the Respondent's IP infrastructure).

[Enter response here – 1,500 words]

2. Contractor Staffing

This section is applicable to all services.

The terms “Contractor staff” and “staff” include all staff employed by the Contractor providing services under the Contract and by its subcontractors providing services under the Contract.

The Contractor shall provide sufficient, qualified staff to oversee and carry out the services of this Contract. The Contractor shall designate individuals in its organization to be contacts for DMS and its Customers in accordance with the following subsections.

2.1 Staffing Responsibilities

1. The Contractor staffing responsibilities include conducting all components of the Contract in a timely, efficient, productive, consistent, courteous, and professional manner.
2. The Contractor shall provide a sufficient number of Contractor staff to handle the workload projected for the start of the Contract and shall be scalable and flexible so staffing can be adapted as needed.
3. The Contractor shall devote the staffing time and resources necessary to successfully manage the Contract and provide the ongoing services, including having sufficient staff available for telephonic, email, and on-site consultations.
4. The Contractor shall provide each of its staff members orientation and training on all components of the Contract prior to allowing the staff member to work on any component of the Contract. The Contractor shall provide the DMS Contract Manager with documentation of this training upon request.
5. Key Staff.
    a. The Contractor shall initially fill all key staff positions and keep the key staff positions filled throughout the term of the Contract. Key staff positions will be filled within thirty (30) days from Contract execution. **Attachment C, SLA-A1(a).**
    b. The Contractor will only fill key staff positions with persons that fulfill the minimum job qualifications in accordance with this Section 2, Contractor Staffing.
    c. DMS reserves the right to review and approve candidates being considered by the Contractor for a key staff position described in this Contract.

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d. DMS reserves the right to require the replacement of any staff who serve in a key staff position or as part of the Customer Support Team, and the Contractor shall remove such staff no later than ninety (90) calendar days' from the date of DMS's notice to the Contractor.

e. Waiver. The Contractor may request a waiver of SLA-A1(b) from the DMS Contract Manager if it believes it has good cause to not fill a key staff position within the required timeframe. DMS will review any such requests on a case-by-case basis and respond within a reasonable timeframe. Determination of all waiver requests are at the sole discretion of DMS. SLA-A1(b) will be on hold while the Department is reviewing a request for waiver.

f. Vacancy.

i. It is understood and agreed that from time to time a vacancy may occur in key staff positions. For purposes of this Contract, a vacancy occurs when: the position is not initially filled; the position is not filled due to a resignation, retirement, termination, or reassignment; or the position is filled with a person who does not possess the minimum qualifications required to perform the job duties. A vacancy does not occur when: an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition, such as training. In the case of a vacancy, the Contractor may arrange for the job duties to be provided by another employee who meets the minimum job qualifications until this position is filled. However, a temporary assignment will not suspend any Contractor Staffing SLAs. Key staff positions will be filled within ninety (90) days of vacancy or within the timeframe established by the Department after a waiver of the ninety (90) day requirement. **Attachment C, SLA-A1(b).**

ii. The Contractor shall notify DMS of all vacancies of key staff positions within fourteen (14) days of the vacancy. **Attachment C, SLA-A1(c).**

6. Staffing Organization Chart. The Contractor shall develop a Staffing Organizational Chart to be implemented throughout the Contract term. **Attachment C, SLA-A2.** The chart will include all staff resources assigned to all components of the Contract to be approved by DMS. The final Staffing Organizational Chart must contain names, titles, and number of staff (full-time and part-time) proposed to support the Contract. The Contractor's final Staffing Organizational Chart shall include a justification for the number of staff and the percentage of time each staff person will devote to the Contract.

7. Staffing Deficiencies. The Contractor is required to provide sufficient, competent, and capable staff to provide complete and timely services as required by the Contract. In the event DMS determines the Contractor has a staff deficiency, it will notify the Contractor in writing. A staff deficiency will include, at the Department's discretion, insufficient number of staff, or insufficient level of competency in staff, to provide complete and timely services under this Contract. A staffing deficiency will also include the retention of staff thirty (30) days past a Department Contract Manager's requirement to remove that staff member. The Contractor must remedy the identified staffing deficiencies by adding or replacing staff as required by the Department.

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Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure the dedication of its proposed key staff positions, including the proposed percent of time dedicated to DMS;
    b. How Respondent will be prepared at all times to recruit credentialed, appropriately licensed, and highly qualified staff and the recruitment process for staff that will be assigned to the Contract;
    c. Respondent's orientation and training for Respondent's staff assigned to the Contract;
    d. How Respondent will ensure it employs all required positions and that there are sufficient staff to complete all requirements initially and throughout the duration of the Contract.

[Enter response here – 1,500 words]

2.2 Key Staff Position - Account Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Account Manager as the primary contact for DMS, unless DMS determines an exclusive Account Manager is in DMS's best interest at any point during the Contract term, including renewals. This is a required key staff position.

The Contractor is required to provide a full-time Account Manager for all services under the Contract. The Account Manager will be the senior manager and primary contact with responsibility for all day-to-day MCS issues, including, but not limited to, coordination and resolution of all MCS activities. The Account Manager will be a senior staff member able to carry DMS concerns to the Contractor's management personnel. The Account Manager or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year.

The Account Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Account Manager shall possess the following minimum qualifications:

1. A minimum three (3) years' experience working with government clients in a government account management or sales role.
2. A knowledge of government business practices, including State practices and practices of Customers.
3. At least three (3) years' work experience in the telecommunications industry.

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4. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

If the Contractor is providing Public Safety Services, the Account Manager must have experience in the Public Safety proposed services.

2.3 Key Staff Position - Project Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Project Manager, unless DMS determines an exclusive Project Manager is in DMS's best interest. This is a required key staff position.

The Project Manager shall oversee and take on the responsibility for the success of all projects. This individual will be the point of contact to coordinate all implementation and migration with DMS. This individual will manage and direct the planning of the Contractor's staff and resources.

The Project Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Project Manager shall possess the following minimum qualifications:

1. The ability to be responsible for every aspect of all projects related to this Contract.
2. The ability to lead and direct teams to deliver projects within the constraints of schedule, budget, and resources.
3. Demonstrated knowledge and experience to appropriately apply a project management methodology to projects.
4. Experience using Microsoft Project and the ability to keep all projects updated frequently and accurately.
5. A current Project Management Professional certification from the Project Management Institute, Scrum Master Certification from Scrum Alliance, CompTIA Project+ certification from CompTIA, a Lean Six Sigma certification, or other equivalent project management certification approved in writing by DMS.

2.4 Key Staff Position - Business Operations Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Business Operations Manager, unless DMS determines an exclusive Business Operations Manager is in DMS's best interest. This is a required key staff position.

The Business Operations Manager shall oversee business operations, including billing, ordering, and related business operational procedures. The Business Operations Manager, acting as the DMS advocate, will be a Contractor senior staff member able to carry DMS concerns to the Contractor's management personnel. As the advocate, the individual must have the authority to direct the Contractor's staff to effect business operational procedures and related outcomes.

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The Business Operations Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Business Operations Manager shall possess the following minimum qualifications:

1. A minimum of three (3) years' experience working with government clients.
2. Knowledge of government business practices, including State practices and practices of Customers.
3. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

2.5 Key Staff Position - Engineering and Design Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Engineering and Design Manager, unless DMS determines an exclusive Engineering and Design Manager is in DMS's best interest. This is a required key staff position.

The Engineering and Design Manager shall function as the point of contact for all engineering and design issues. The individual will be responsible for directing all aspects of engineering and design concerns for the services. The individual must have the authority to direct the Contractor's staff. The individual or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year to manage and oversee restoration of services and to respond to State requests.

The Engineering and Design Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Engineering and Design Manager shall possess the following minimum qualifications:

1. A minimum of three (3) years' experience leading an engineering team responsible for services similar in size and scope to services available under MCS.
2. A Bachelor of Science degree or higher in an engineering discipline. Equivalent foreign degrees are also acceptable.
3. Five (5) years or more of engineering work experience.

2.6 Key Staff Position - Operations and Security Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Operations and Security Manager, unless the Department determines an exclusive Operations and Security Manager is in DMS's best interest. This is a required key staff position.

The Operations and Security Manager shall serve as the engineer capable of communicating with other engineers as needed to resolve day-to-day issues. The individual will communicate with DMS and engineers from other Contractors providing telecommunications to the State and, if applicable, subcontractors. The individual will function as the point of contact for the day-to-day networking, service, and security issues, typically those involving real-time concerns. The

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individual must have the authority to direct the Contractor's staff. The Operations and Security Manager, or a designated backup(s), must be available twenty-four (24) hours a day, 365 days of the year as required to manage operational and security concerns and respond to State requests.

The Operations and Security Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Operations and Security Manager shall possess the following minimum qualifications:

1. A Bachelor of Science degree or higher in a computer science, information technology, engineering, or similar discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable.
2. Experience with business continuity and disaster recovery, including experience in development of disaster recovery plans.
3. Experience with information security architecture and security tools.
4. Knowledge of telecommunications industry best practices for service performance and security and applicable laws and regulations as they relate to security.
5. Knowledge of current technologies and processes used to establish and maintain networks with respect to security of MCS.

The Operations and Security Manager should possess the following minimum qualifications:

1. It is preferred, but not required, that the Operations and Security Manager be a Certified Information Security Manager, a Certified Information Systems Security Professional, or hold another current industry-recognized security certification.

2.7 Customer Support Team

The Contractor shall provide a Customer Support Team for this Contract. This team is not required to be full-time staff (part-time staff is acceptable) or exclusively dedicated to this Contract. However, the appropriate amount of staff at any given time (for example evening, weekend and holiday staffing may be less than weekday business hours) from the Customer Support team must be available twenty-four (24) hours a day, 365 days of the year. The Customer Support Team shall provide:

1. Timely Customer training in reaction to changes in services and features offered.
2. Timely resolution of service requests.
3. Full staffing for projects to implement new technologies, related services, and equipment features that are supported by the industry.
4. Timely closure for operational changes.
5. All applicable deliverables by the due dates as provided in the SLAs.

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The Customer Support Team shall include at least one (1) named individual to act as the CSAB Administrator, with responsibilities described in Subsection 5.7, User Access Privileges for the Contractor.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3. Services and Devices for Mobile Communication Services

3.1 Wireless Voice Services

This subsection is applicable only to WVS.

The Contractor must provide WVS using digital technology as the primary communication mode. WVS will include cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices and to traditional phones on the PSTN. WVS will also include broadband access for email, internet browsing, texting, and numerous applications, such as those providing real-time traffic information.

International calling must be disabled by default, but Customers will be permitted to place an order to enable international calling. The Contractor shall provide Customers with the option of having texting disabled. The Contractor will coordinate directly with the Customer regarding texting capabilities.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.2 Wireless Data Service

This subsection is applicable to only Wireless Data Service.

The Contractor must provide WDS. The Contractor will provide non-proprietary wireless broadband data communications. For State agencies, security policy requires the Contractor's broadband data access to terminate on MFN by default. There may be instances where the Department's policy will permit broadband data access to terminate directly on the internet.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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3.3 Wireless Data Service - IP Addresses

This subsection is applicable to only Wireless Data Services.

The following are minimum requirements:

1. DMS will provide the Contractor work orders containing IP addresses to be associated with wireless devices. The Contractor must configure MCS devices with IP address as part of the activation and setup for the device. The Contractor must configure both 1) public IP addresses owned by the State and Other Eligible Users and 2) private IP addresses furnished by DMS and Other Eligible Users. Since not all private IP address space is available for use on MFN, a mutually agreed upon private IP address allocation block assignment (or other agreed upon method) will be finalized within the negotiation process.
2. The Contractor is required to provide publicly routable IP addresses as needed to support all Customers.
3. The Contractor will associate a particular wireless device with its closed user group (if any). The Contractor will assign an IP address to each wireless device and update the work order in CSAB with the specific IP address assigned before the Contractor closes the work order. A record of each closed user group and the associated wireless devices (including the electronic identifier and IP addresses) is maintained in CSAB.
4. The IP address assigned to a particular wireless device must be permanently assigned unless and until a work order provides that the Contractor change the address. Static IP addressing is acceptable as long as the address is coded (hard or electronically) within the device permanently. A unique IP address dynamically assigned to the device is acceptable as long as the address remains permanently assigned to that particular device. The dynamic IP address assignment mechanism must permanently assign the same address to the same device from an IP address pool assigned to a particular closed user group.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.4 Wireless Data Service – Access Circuit

This subsection is applicable only to Wireless Data Services.

Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer's network.

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This design requires an access circuit between the Contractor's IP networks and an Other Eligible User's (OEU's) network. These access circuits are not offered by DMS as a SUNCOM service. DMS is not involved in ordering, billing, provisioning, payment, network support, or other aspects of these circuits. OEUs utilize their organization's procurement procedures to purchase their access circuit. All aspects of this wireless connectivity access are the responsibility of the OEU's organization and the Contractor, not DMS.

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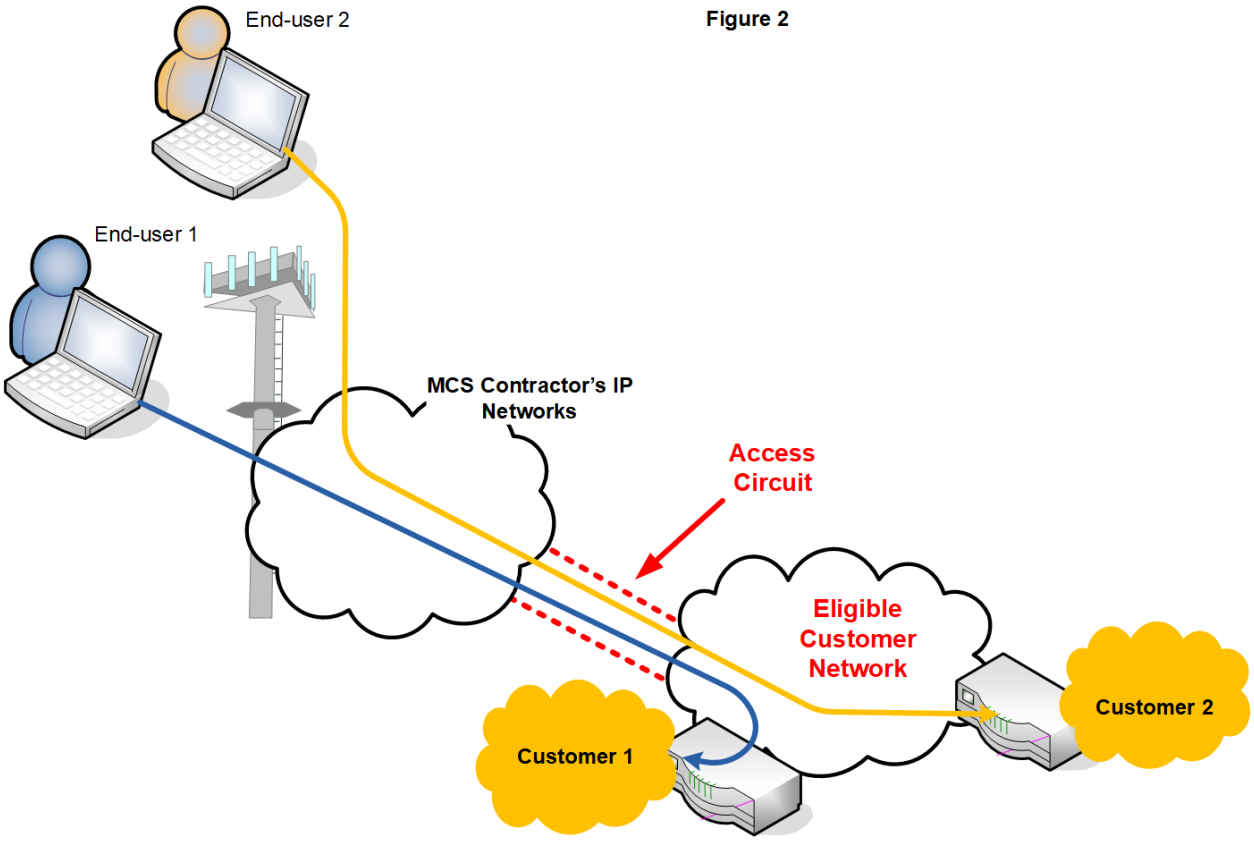
Access Circuit
Figure 2



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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3.5 Wireless Data Service - Closed User Groups

This subsection is applicable to only Wireless Data Services.

The Contractor must develop, implement, and maintain a closed user group isolation method for WDS. The design must result in the segregation of all IP traffic into individual closed user groups. DMS may consider a virtual circuit, Virtual Local Area Network, or Virtual Routing and Forwarding (VRF) to be an acceptable closed user group design configuration method. Other Contractor-provided isolation methods are acceptable as long as the isolation method provides equivalent isolation design outcomes, as determined by DMS. The Contractor-created and maintained isolation method is required to be in continuous operation providing separation of wireless data traffic into distinct closed user groups.

At all points between the wireless data device and MFN, Customer traffic must be isolated from all other traffic within the Contractor's IP networks. There must be no alternate paths into or out of the isolated environment and no means for other entities or devices to access the isolated environment.

The Contractor will place each device in the closed user group as defined by the CSAB work order. Customers will have the ability to have multiple closed user groups configured within the Contractor's IP networks. No IP communications will be permitted between closed user groups within the Contractor's IP networks.

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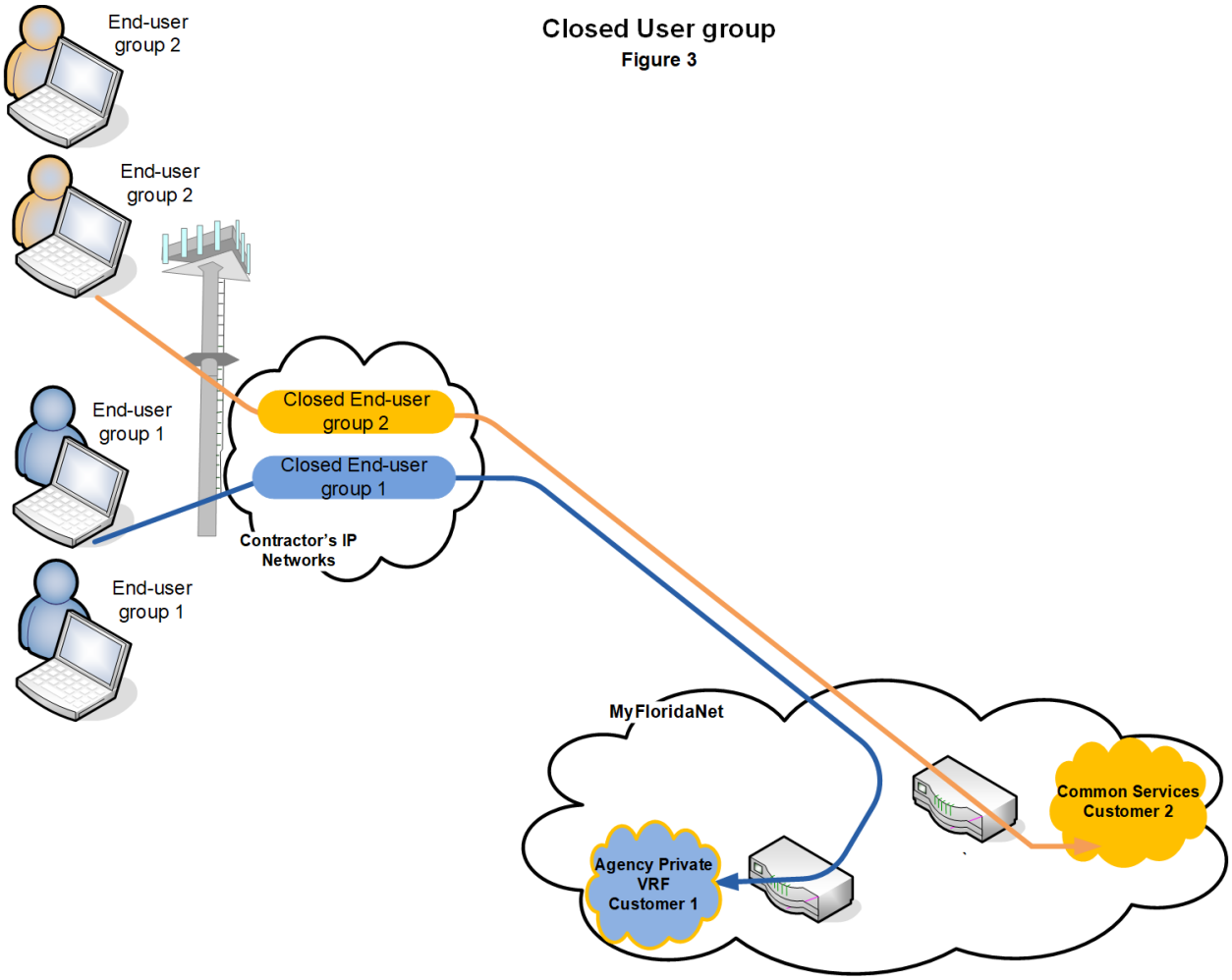

Closed User group
Figure 3

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.6 Wireless Data Service – Network-to-Network Interface Design

This subsection is applicable only to Wireless Data Services.

The Contractor must work with DMS and the MFN contractor to establish a network-to-network interface as shown in Figure 4 to route wireless data traffic across the internet to MFN. For redundancy, the interface design must use IPsec tunnels which connect to two (2) geographically separate gateways approved by DMS.

In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator. Each interface will be configured with internet connectivity for the concentrators. The interface

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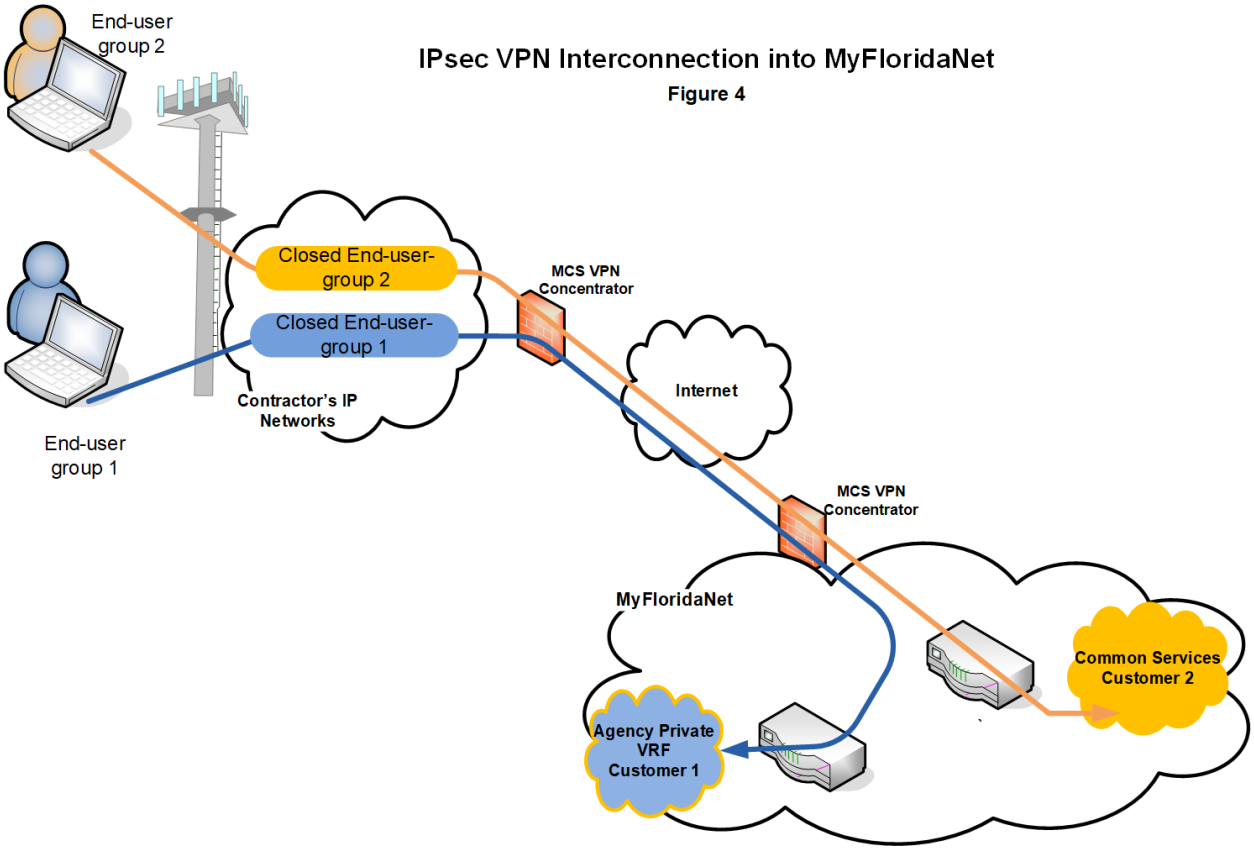
design must utilize a primary and secondary interconnection scheme preventing any downtime or performance impact to the connectivity with MFN or downtime for the service. Each interface will function equivalently, including the available internet bandwidth capacity, operational software images, and overall configuration. The interface locations must always automatically failover.



IPsec VPN Interconnection into MyFloridaNet

Figure 4

The interface design must support VPN connectivity through the use of IPsec tunnels between the Contractor's IP networks and MFN. The Contractor configures IPsec tunnels to create closed user groups for traffic between the Contractor's IP networks and MFN. The Contractor routes closed user group traffic originating in the Contractor's IP networks to MFN via the internet, in coordination with DMS and the MFN contractor. Using a design selected by the Contractor and approved by DMS, wireless data devices must be provisioned to continuously operate within closed user groups.

The interconnectivity design, agreed on by the Contractor and DMS, must provide redundancy with automatic failover between MFN's two (2) VPN interconnection locations. The Contractor's interconnectivity design must be configured for the Contractor to monitor network connectivity between the Contractor's IP networks and MFN. In the event of a connectivity issue between the Contractor's network and MFN, the interconnection design must automatically failover and start

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routing traffic within the failover metric. **Attachment C, SLA-B1.** Successful failover means the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover. Performance is measured by the Contractor's suite of Simple Network Management Protocol (SNMP) tools. After the failure has cleared the Contractor's interconnectivity design will, over time, automatically reestablish the tunnels to the MFN primary concentrator. The Contractor is not responsible for connectivity loss if the MFN VPN concentrators fail simultaneously.

DMS will provide the Contractor with the configuration parameters for each closed user group's IPsec tunnel. The Contractor must adhere to the configuration parameters while provisioning the concentrators. The Contractor must configure a unique IPsec tunnel for each closed user group's IP traffic as specified by DMS. The closed user group naming convention (or network identifier) will be mutually agreed upon by DMS and the Contractor. Each closed user group's network identifier must correlate to a unique IPsec tunnel.

DMS will provide the Contractor with the MFN tunnel termination IP addresses, IPsec pre-shared authentication keys, and tunnel configuration parameters for each tunnel. All information regarding IP addresses, IPsec authentication keys, and tunnel configuration parameters must be treated as secure State data. At no time will the Contractor transmit this information in clear text.

The Contractor must configure each unique IPsec tunnel to terminate on the primary MFN IPsec concentrator and also configure the tunnel to failover to the MFN secondary IPsec concentrator. DMS will provide the Contractor with two (2) unique publicly routable IP addresses for each closed user group's IPsec tunnel (primary and secondary). The Contractor will use one (1) of the two (2) addresses to terminate the tunnel at the MFN primary concentrator location, and the other address will be used to terminate the failover tunnel at the MFN secondary concentrator location. The Contractor must provide and use at least two (2) publicly routable IP addresses for its IPsec interconnection design; one (1) IP address for the primary tunnel termination and one (1) to terminate the secondary tunnel.

The Contractor will ensure that each wireless data device that traverses the IPsec interconnection will have a unique IP address permanently configured within the wireless modem or device (smartphone, handheld computer, laptop, etc.). Using the IP address provided by the Contractor, the Contractor must statically or dynamically assign each device within a unique closed user group a permanent IP address. The Contractor must configure each unique closed user group within its IP networks using the applicable IP addresses. At the MFN ingress point, each closed user group must be logically mapped into the appropriate MFN VRF. Adds, moves, or changes within a closed user group's configuration require a work order.

The Contractor must upgrade the network-to-network interface when the encrypted throughput, processor utilization, or port speed reach seventy-five percent (75%) of capacity. Internet bandwidth must be upgraded by the Contractor if bandwidth utilization reaches seventy-five percent (75%) of capacity. All network-to-network interface upgrades must improve capacity by

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at least twenty percent (20%). **Attachment C, SLA-B2.** All upgrades are at no cost to the Department or Customers.

The Contractor will give DMS, and the MFN network monitoring tools, read-only SNMP access to monitor performance of the network, including network-to-network interface components. The Contractor must establish monitoring of SNMP performance metrics, which are measured over each five-minute sample.

The primary and secondary VPN concentrators must support the following IPsec parameters:

IPsec Parameters	
IKA (SA)	Main Mode
Encryption Strength	3DES
Authentication	Pre-Shared Key
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)
Perfect Forward Secrecy	Pfs
Data Integrity Hash Algorithm	SHA
IPsec (SA)	Quick Mode
Security Association (SA) Lifetime	86,400 seconds (maximum)
Authentication Type	HMAC-SHA
Security Association (SA) Lifetime	28,800 seconds (maximum)
Simultaneous Active Tunnels	1,000 (minimum)

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the Respondent's commitment to the appropriate industry standards.
3. Describe the design.

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4. Describe the portion of the design used to trigger the automatic failover.
5. Describe the failover and failback processes.
6. Describe how you will maintain the security of your MFN interconnection.

[Enter the response here as needed to provide a complete response]

3.7 Wireless Data Service –Traffic Mapping into MyFloridaNet

This subsection is applicable to only Wireless Data Services.

The Contractor shall coordinate and communicate with the MFN contractor and other MCS Contractors.

For traffic to MFN, the Contractor must route wireless data traffic across the Contractor's IP networks utilizing IPsec tunnels (one (1) unique IPsec tunnel per closed user group). DMS retains control related to security policies on access into MFN and its intranet as well as IPsec tunnel configuration parameters. All Customer wireless traffic must be in a closed user group within a unique IPsec tunnel in a manner such that it can be mapped into the appropriate MFN VRF by the MFN contractor.

If permitted by the applicable Department security policies, once wireless data traffic is within MFN it accesses the internet via the MFN firewall.

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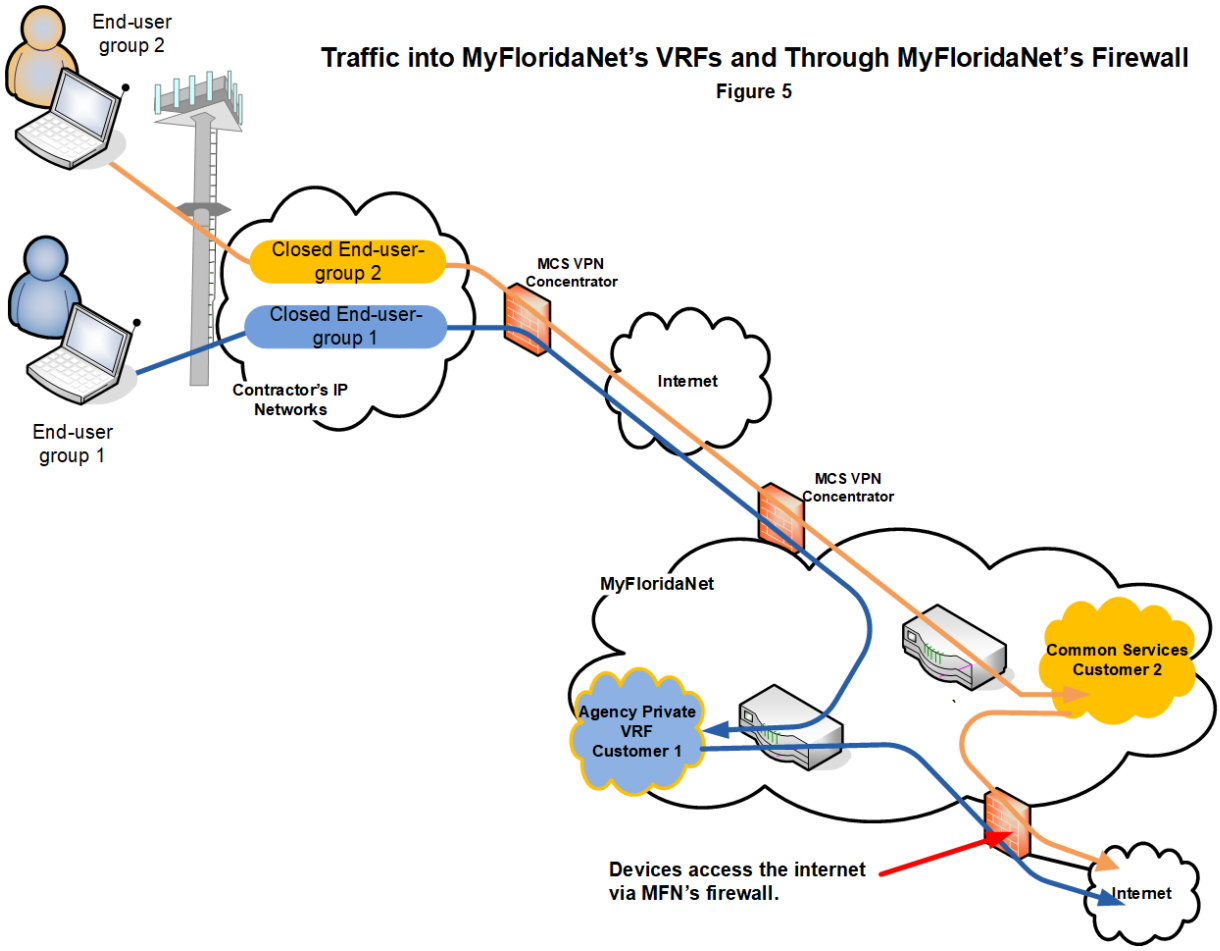

Traffic into MyFloridaNet's VRFs and Through MyFloridaNet's Firewall

Figure 5

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.8 Wireless Data Service – Traffic Directly to the Internet

This subsection is applicable to only Wireless Data Services.

Customers can have their traffic sent directly to the internet. Routing wireless traffic direct to the internet provides simplicity for connectivity to web-servers and web-based applications. Sending traffic to the internet also permits Customers to use encrypted VPN traffic to access their IP networks via a Public VRF connection.

For this connectivity, the Contractor is not responsible for the reliability of traffic within the internet.

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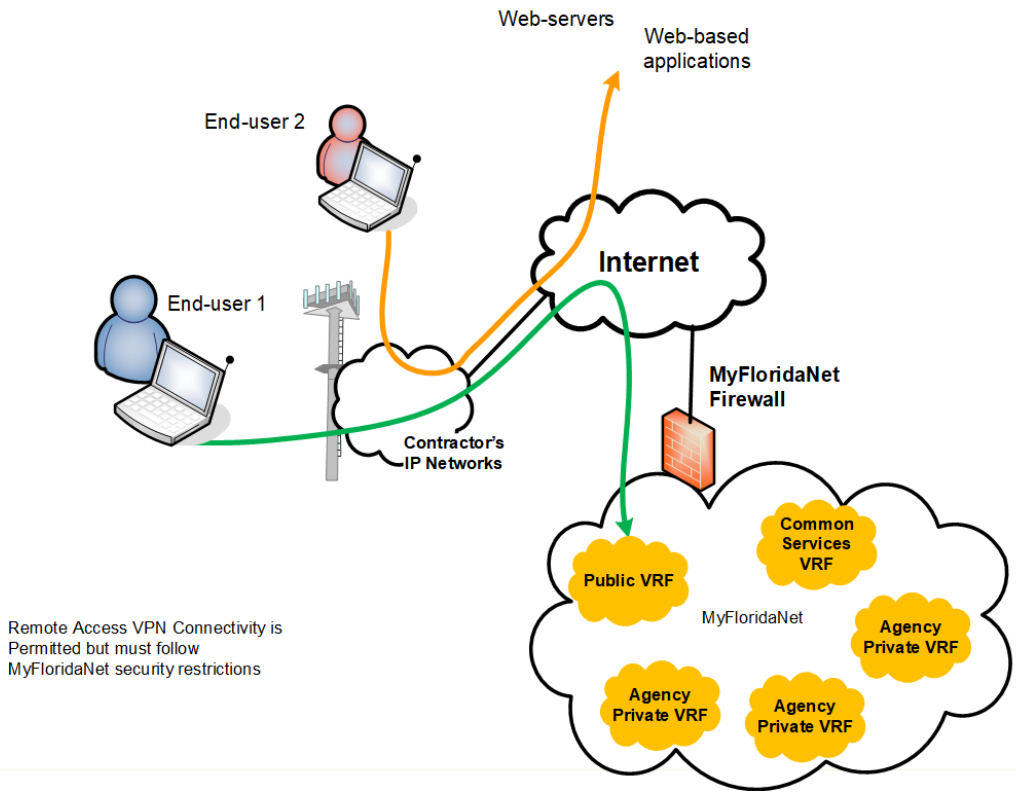
Routing Wireless Traffic Directly to the Internet

Figure 6



The Contractor is not required to create closed user groups for Customers that have their traffic routed directly to the internet. Under this option, the Contractor is not required to permanently assign the same IP address to a particular wireless device.

When MCS traffic is routed directly to the internet, if the MCS Customer is not an MFN Customer, they do not have to comply with DMS security policy restrictions for traffic to MFN. The Contractor must comply with DMS security policies and those policies of the OEUs. Specifics of the DMS security policy requirements will be detailed in the post-Contract engineering meetings and may vary during the life of the Contract.

A synopsis of the MFN security policy. MFN Customers must access the internet via the MFN firewall and avoid using an alternate internet access that might create a backdoor into MFN. Under certain restrictions, MFN security policy permits MFN Customers to use remote-access VPN connectivity to gain access to their MFN intranet network. The Contractor is not responsible for the specifics of how Customers configure their VPN connectivity.

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No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

3.9 Wireless Data Service - Test Plan

This subsection is applicable to only Wireless Data Services.

The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance. The Contractor is responsible for testing each component, including wireless modems (before and after installation, if requested by the Customer), interconnection, interconnection failover, and closed user group configurations. The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

All test plans and actual testing must be coordinated with and approved by DMS and the Customer. The test plan need only cover WDS elements. Once approved by DMS, the plan must be included in the WDS Operations Guides.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.10 State of Florida Coverage

The Contractor shall:

1. Provide the same or better level of coverage as that described in the Contractor's Reply;
2. Maintain up-to-date State coverage maps on its website, accessible to all Customers.
3. Provide service strength with as much4G/4G LTE or better (5G) service coverage as possible.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.
2. Describe the Respondent's State geographic coverage.
3. Demonstrate in detail any future plans for enhancement and expansion of the Contractor's State coverage.
4. Provide a service area State coverage map. The map shall be geographically accurate and drawn to a scale of 1:1,000,000 (1 inch=15.78 miles) or less. The coverage map

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shall include, at a minimum, county boundaries, cities, and major highways. Note the decibel (db) level used in maps for the Respondent's acceptable service level.

[Enter the response here as needed to provide a complete response]

3.11 Roaming

This subsection is applicable to both WVS and WDS.

The Contractor must not charge for roaming within the Contractor's nationwide footprint.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.12 Security

This subsection is applicable to both WVS and WDS.

The Contractor must ensure that all traffic is secured between the Customer's device and the Contractor's antenna/tower (i.e., the air link in Figure 1). Encryption across the air link is not required as long as the traffic transport method provides security equivalent to IPsec 56-bit strength. No wireless traffic transport is permitted that does not meet this minimum traffic transport security requirement.

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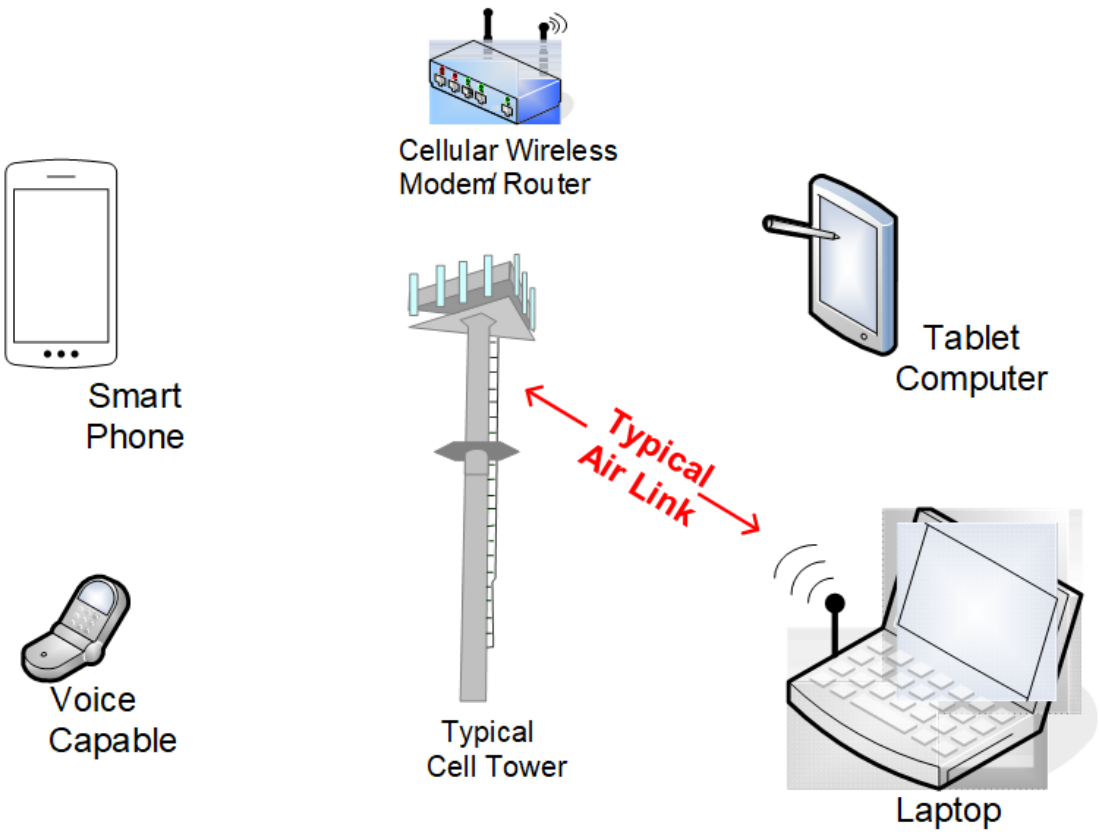
Security

Figure 1



In addition to the minimum security requirements elsewhere in this SOW, the Contractor must continually enhance its ongoing security features. The Contractor's security features must block unauthorized access into MFN and OEU networks and thwart potential attacks.

The Contractor must maintain physical, electronic, and procedural safeguards to protect the security of its internal systems as well as MFN and OEU networks. The Contractor must secure traffic by employing strong user authentication, making certain only authorized devices connect to the Contractor's wireless network, the MFN network, and OEU networks. The authentication process must associate the End-user to a particular device.

The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a copy of the Contractor's associated security procedures upon request.

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The Contractor must perform fraud detection, monitoring, and prevention services consistent with industry common best practices on a 24x7x365 basis to reduce Customer vulnerability to fraudulent activities. Fraudulent calls will be the sole responsibility of the Contractor. DMS and its Customers will bear no responsibility for such calls, including, but not limited to, number theft by cloning, multiple calls at the same time, international calls on an unauthorized telephone, and calls to areas of known fraud. The Contractor shall proactively monitor calling volume and patterns. The Contractor shall immediately report unusual calling volumes and patterns to the Department and Customer, such as usage or cost doubling from the previous month. If fraud is detected outside of normal business hours, the Contractor will notify the Department's Product Manager and Customer via email. Should the Department or Customer declare such activity as fraudulent, the Contractor shall immediately deactivate the service.

Given the statements in this subsection:

1. Describe in detail how the Respondent's proposal will fulfill the minimum requirements of this subsection.

3.13 Reviews of the Contractor's Service

This subsection is applicable to both WVS and WDS.

DMS Test Accounts. Upon request from DMS, the Contractor shall provide up to ten (10) WVS accounts and associated devices (with voice and broadband feature functionality) and up to ten (10) WDS accounts and associated devices to allow DMS to test the Contractor's service. All test devices must be premium (highest functionality) devices. All test accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. The Contractor must provide the test accounts and devices at no charge and with no limitations on DMS's use of the accounts and devices. DMS will administer the test accounts, including activating, deactivating, and supervising.

Customer Demonstration Reviews. Prior to making an initial order for service, Customers may request, and the Contractor will provide, wireless demonstration equipment (including airtime) for testing. All demo accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. Demo devices must be provided at no charge for thirty (30) Business Days. The Contractor will post on its portal the step-by-step procedures to obtain the demo devices. The Contractor shall coordinate directly with the Customer regarding demo accounts and devices.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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3.14 Emergency Services

This subsection is applicable to both WVS and WDS.

The Contractor shall provide emergency services, a crucial aspect of MCS, as described in this section.

3.14.1 911/E911

The Contractor is required to fully comply with federal and State-mandated emergency service requirements, including 911 and E911 services.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.2 Department of Homeland Security Programs

The Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency's (CISA) Emergency Communications Division (the Office) collaborates with the public and private sectors to ensure the national security and emergency preparedness communications community has access to priority telecommunications and restoration services to communicate under all circumstances. The Office manages the Government Emergency Telecommunications Service (GETS), Wireless Priority Services (WPS), Telecommunications Service Priority (TSP), and Next Generation Network Priority Service (NGN-PS) programs.

The Contractor must participate in at a minimum TSP, GETS, WPS, and NGN-PS in support of the State's emergency preparedness efforts. For additional information see https://www.dhs.gov/oec-communications-portfolio-management.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.3 Emergency Support Function 2

Background. DMS provides communications assistance during emergencies and disasters. DMS is the lead agency for communications under direction of the Florida Division of Emergency Management. Section 282.702(7), F.S., directs DMS to cooperate with any federal, state, or local emergency management agency in providing for emergency communications services.

DMS is the first point of contact for telecommunications service providers for equipment and services coordination to provide communications support statewide before, during, and after emergencies or disasters. The National Response Framework is part of the United States

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National Strategy for Homeland Security, which details fifteen (15) Emergency Support Function Annexes. In Florida, the DMS Emergency Support Function 2 (ESF-2) consists of a dedicated team of telecommunications professionals with expertise in radio systems, voice/data/network communications, and project management.

The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall deliver the specified quantity (up to 100 of each) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.15 Contractor's Service Delivery Costs

This subsection is applicable to both WVS and WDS.

The Contractor will not charge the Department or Customers for service delivery or infrastructure costs. The Contractor can only charge for services and equipment contemplated in the EUPL, Vendor's Device List, and the Contract.

There will be no costs to activate a service or device. Customers may cancel service at any time without any costs.

The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.16 Highly Available and Highly Reliable Design Characteristics

MCS functionality provides support for mission-critical agency Customers. The Contractor shall provide infrastructures, hardware, software, and processes designed to be HA/HR, by, at a minimum:

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1. Providing designs to eliminate single points of failure, including minimal convergence times.
2. Utilizing redundant (or backup systems) hardware and software providing continuous availability when a critical component fails or is removed from service for maintenance.
3. Utilizing automated interactions between systems or services to detect when a component has failed.
4. Utilizing multiple physical data paths within an infrastructure to eliminate a potential impact on performance when a path fails or is taken out of service.
5. Utilizing equipment with dual power supplies plugged into separate sources of power, which may include the use of a generator for backup power.
6. Maintaining the entire MCS infrastructure at normal operational functionality and not permitting anything to impact performance, regardless of cause.

Given the statements in this subsection:

2. Describe in detail the proposed offering for this subsection, addressing the design objectives listed above.
3. Describe how the Respondent will provide validation of their HA/HR design to DMS allowing DMS to perform Contract oversight.

[Enter the response here - 500 words]

3.17 Reports, Updates, and Notifications Requirements

This subsection is applicable to both WVS and WDS.

DMS requires the following reports and data, at a minimum, to accomplish Contract oversight:

1. The Contractor shall provide reports, updates, and notifications in accordance with the following section and subsections of this SOW:
    a. Monthly SLA Compliance Report, SLA-B3 (Subsection 3.18.5)
    b. Monthly Escalation Activity Report, SLA-B4 (Subsection 3.19.1)
    c. Quarterly Zero Usage Report, SLA-B5 (Subsection 3.19.2)
    d. Escalation Procedure and Escalation Procedure Updates, SLA-B6 (Subsection 3.19.3)
    e. Maintenance Notifications, SLA B7, B8, B9 (Subsection 3.19.4)
    f. Weekly Transition Status Reports during Transition (Subsection 3.24)
    g. Project Management Tracking Log, SLA-D9 (Subsection 3.26.2.2)
    h. Project Status Report, SLA-D10 (Subsection 3.26.2.3)
    i. Incumbent Contractor Weekly Migration Report, SLA-D14 (Subsection 3.26.5)
    j. Non-incumbent Contractor Weekly Migration Report, SLA-D15 (Subsection 3.26.5)

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k. Monthly Public Safety Service Plans and Devices Report, SLA-E1 (Section 4)
l. Direct-Billed Accounts Monthly Report, SLA-G2 (Subsection 6.4)
m. Direct-Billed Accounts Quarterly Report, SLA-G3 (Subsection 6.5)

2. The Contractor shall provide any of the items below upon request from the Department:
   a. Identification and validation of products/services and rates;
   b. Compilation of statistics on products/services from a high level to a detailed level;
   c. Inventory of devices;
   d. Services and devices trend information;
   e. Identification and validation of Contractor's Customer billing (to include all charges, service taxes, surcharges, refunds, and adjustments); and
   f. Ad hoc reports, which will be at no cost and include a report delivery timeframe within two (2) Business Days of receipt of request.

Given the statements in this subsection: Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above. [Enter the response here – 250 words]

3.18 Service Level Agreement Operational Process

This subsection and all sub-subsections are applicable to both WVS and WDS.

3.18.1 General SLA Requirements

1. The Contractor will pay SLAs by giving the Department a credit in the amount owed. If the last billing cycle of the service, the Contractor will refund the amount due in the form of a check.
2. SLA credits restart each month based on the review process and monthly billing cycle.
3. Unless there is an explicit reference to "business days," all SLA credits are applicable based on calendar days. A calendar day starts at 12:00 AM and ends at 11:59 PM, Eastern Time.
4. All SLA credits are payable to DMS.
5. The billing reconciliation for SLA violations takes place once final determination of SLA credits has been completed.

3.18.2 Reporting and Review

1. Each month, the Contractor, its subcontractors, and DMS participate in a review and scrubbing of all data related to SLAs. Based on this review, credits are developed.

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2. DMS is not required to explicitly request or otherwise initiate the SLA review and validation process in order to receive SLA credits.

3.18.3 SLA Holds

1. If time is a factor in the calculation of the SLA, the SLA clock may be suspended, in the Department's discretion, if the Contractor has documented in its ticketing system at least one (1) of the reasons listed below:
    a. The Customer provided incorrect information in its order, including an incorrect address.
    b. The Customer did not attend a confirmed scheduled appointment.
    c. The Customer was unresponsive to calls or emails.
    d. A site readiness requirement was not fulfilled by the Customer.
2. The SLA clock may also be suspended as identified in Attachment C – Service Level Agreements.
3. The Contractor shall troubleshoot to the fullest extent feasible, whether or not the SLA clock is suspended.

3.18.4 Contractor SLA Accountability

1. SLAs apply regardless of whether the violation was a result of human error, poor engineering design, tardy dispatch, dispatch without required repair or diagnostic tools, exceeding the scope of an approved maintenance change request that causes performance degradation (deterioration in quality, level, or standard of performance of a system, service, feature, or functionality), or any other reason.
2. With the exception of the Contractor's failure to provide the requisite notice (see Section 3.19.4), SLAs will not apply during scheduled upgrade or maintenance windows (including emergency scheduled maintenance). SLAs will apply for all other service element impacts during and after the scheduled maintenance window.
3. DMS will make the final determination on the Contractor's compliance with SLAs.

3.18.5 Compliance Report

1. The Contractor shall deliver a timely and comprehensive SLA Compliance Report on a monthly basis. The Contractor shall provide backup detail (justification) to DMS upon request. Final acceptance of this report is at the sole discretion of the DMS Contract Manager. The report will be provided to the DMS Contract Manager. **Attachment C, SLA-B3.** The SLA Compliance Report must:
    i. allow DMS to assess performance against measurable service levels;
    ii. include all SLAs in Attachment C – Service Level Agreements;
    iii. state "N/A" for SLAs for which no services have been delivered during the Implementation Phase;

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iv. not be locked or password protected;
v. include adequate documentation, as determined by the Department, to demonstrate the Contractor's reported monitoring; and
vi. be approved by DMS with regard to format, content, and level of detail.

2. If the SLA Compliance Report fails to accurately reflect an SLA violation, additional information may be utilized by the Department in determining SLA compliance in the Department's sole discretion.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.19 Customer Support

This subsection is applicable to both WVS and WDS.

The Contractor shall provide the following to the Department's designated recipient(s):

1. Monthly Escalation Activity Reports. This report must be provided on a monthly basis and detail the number of calls and emails related to requests for escalation assistance for technical and administrative support. The format must allow DMS to understand the relative importance of the issues within the escalation queue. Relative importance could be determined by the number of devices impacted or the length of time the Customer has been attempting to obtain a resolution to the issue. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B4.**
2. Quarterly Zero Usage Reports. This report must include a high-level summary of End-user devices that show no usage (i.e., zero minutes, zero texts, and zero data) for three (3) consecutive months. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B5.**
3. Escalation Procedure and Escalation Procedure Updates. This procedure must be developed and employed for unresolved network issues, Customer issues, or concerns that are not addressed in a timely manner. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved issues or issues that have been outstanding for more than ten (10) business days. Escalation procedures are to be updated by the Contractor when either DMS or the Contractor identify the need for an update. **Attachment C, SLA-B6.**
4. Notifications. Notifications must be for provided for planned, emergency, and unplanned maintenance. The Contractor shall send an electronic notification which informs DMS of 1) a planned maintenance which may potentially cause a service outage; 2) emergency maintenance when it may cause a service outage and when there is an outage impacting a generalized area; and 3) unplanned maintenance for significant unplanned

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maintenance and when there is a significant performance impact over a generalized area. The notification must include an impact statement, date, time, and estimated duration of the maintenance. **Attachment C, SLA-B7, B8, and B9.**

5. Customer Support Team. The Customer Support Team shall address situations on a daily basis that have not been addressed within the customer support processes.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the process which will allow DMS to support its Customers and End-users with timely notifications.
3. Describe the corporate commitment to providing DMS the information it requires for notifications on significant performance impacts to WVS and WDS.
4. Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address situations not readily addressed within the operational processes.
5. Describe the use of an escalation procedure related to situations which have not been addressed within the normal customer support processes.

[Enter the response here as needed to provide a complete response]

3.20 Contractor's MCS Portal

This subsection is applicable to both WVS and WDS.

The Contractor shall provide an easy-to-use MCS portal that allows Customers to manage their End-user WVS and WDS devices, device management, and associated services. At a minimum, the portal must allow Customers' designated administrators to view the specifics of and add, change, and cancel devices and services. As changes are made, corresponding billing changes must take place automatically.

The Contractor is responsible for the general content and management of and for hosting the portal. All MCS-specific content must be approved in writing by the DMS Product Manager before publication.

The Contractor's MCS portal must include, at a minimum:

1. service definitions;
2. available features and options;
3. training materials;
4. product support information;
5. ordering procedures;

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6. user guides;
7. whitepapers;
8. equipment definitions and specifications;
9. maintenance information;
10. product configuration options;
11. diagrams; and
12. other information approved in writing by the DMS Product Manager.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here - As needed to provide a complete response]

3.21 Devices

This subsection is applicable to both WVS and WDS.

The Contractor must provide all applicable software and firmware for each device offered under the Contract and corresponding support. The Contractor must provide a link to the manufacturer's website where Customers can download current software updates/releases and software version release notes. The Contractor must work with the Customer and make a device recommendation based on a case-by-case analysis of the intended use of the device. All devices offered under MCS must be certified by the Contractor to operate with the performance parameters claimed by the manufacturer. The Contractor will remove any device that does not meet the manufacturer's and the Contractor's performance claims from the Vendor's Device List.

1. Excluding activations involving number portability, the Contractor shall ship in-stock devices (including replacement devices) activated, registered, and ready-for-use.
2. If the Contractor is unable to ship in-stock devices, or if a device is out-of-stock, the Contractor must notify the Customer.
3. Account changes made in the MCS portal should be automatic, and account changes made by phone or email should be within one (1) Business Day, with the exception of devices that are out of stock or otherwise unavailable, and excludes account changes involving number portability.
4. Shipping and handling fees are the responsibility of the Contractor, except for emergency and/or expedited orders. During the ordering process, Customers have the ability to approve related expedite fees prior to shipment. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the Customer.
5. The Contractor shall provide credit and/or replacement for freight-damaged or defective items and replace the items within two (2) Business Days after notification by the

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Customer. The Contractor shall provide expedited 24-hour delivery as requested by the Customer for new, replacement, and upgrade devices.

6. The Contractor may invoice the Customer an expedite charge.
7. The Contractor will be responsible for the credit and/or replacement of any freight-damaged or defective products at time of delivery. The Contractor shall not require the Customer to deal directly with the manufacturer. Within five (5) Business Days of a Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for the item's return.
8. The Contractor must accept returns of items shipped in error and credit the Customer for the full amount. Within five (5) Business Days of the Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for returning the item. Delivery of correct items will be at no cost to the Customer.
9. The Contractor shall not impose any restocking fee under any circumstance.
10. Device provisioning errors must be corrected by the Contractor.
11. The Contractor shall not provide salvaged, distressed, outdated, or discontinued merchandise.
12. The Contractor shall obtain and pass through to the Customer any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

[Enter the response here – 250 words]

3.22 Cooperation with Other Contractors

This subsection is applicable to both WVS and WDS.

The Contractor must fully cooperate with DMS, Customers, and other contractors providing telecommunications services to the State. The Contractor must not commit or permit any act which will interfere with the performance of work by any other Contractor or Customers.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the corporate commitment to interact and work collaboratively with other Contractors and subcontractors, creating a team of SUNCOM service providers.

[Enter the response here - 100 words]

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3.23 Customer Migration

This subsection is applicable to both WVS and WDS.

This subsection addresses the migration to services under this Contract. **Attachment C, SLA-B10.**

The Contractor shall:

1. Provide all reporting activities listed in SOW subsection 3.27.5(1)(b) and SOW subsection 3.27.5(1)(c).
2. Assist as necessary to migrate existing Customers to this Contract.
3. Not charge any non-recurring charges as part of the migration.
4. Not charge for service activations and SIM cards.
5. Provide end-users with the option to maintain their existing cellular device(s) and/or phone number(s) at no charge.
6. Coordinate and communicate with DMS and Customers throughout all aspects of the migration.
7. Complete the migration in one-hundred and twenty (120) calendar days.
    a. For incumbent Contractors, this commences with DMS acceptance of the Services Infrastructure Checklist and ends when all Customers are identified as either migrated or no longer receiving services from the Contractor.
    b. For non-incumbent Contractors, this commences with DMS acceptance of the Services Infrastructure Checklist and ends when all Customers identified as purchasing services from the non-incumbent Contractor are migrated.
    c. Migration does not include new Customers or Customers changing their services after migration.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here – 1,000 words]

3.24 Transition for Future Iterations of this Service

This subsection is applicable to both WVS and WDS.

This subsection defines requirements associated with the end of the Contract to transition to the replacement contract for future iterations of these services or similar services.

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The Contractor shall provide transition duties until all Customer services have been transitioned, migrated, or discontinued and the Contractor has billed Customers their final invoices and resolved all disputed charges.

The Contractor shall develop and implement a transition plan and perform all tasks identified in the plan in a timely manner to mitigate service disruptions (see subsection 3.23).

The Contractor shall participate in meetings with the State, Customers, and other service provider(s) as reasonably required by the State in planning for the transition.

There shall be no additional cost to DMS or Customers for transition activities.

The Contractor shall timely and consistently coordinate and communicate with DMS and Customers, and other service providers, throughout all phases of the transition to ensure an orderly and efficient transition of services to any replacement contract.

The Contractor will be required to perform end-of-service transition activities, which may take place at any time during the Contract term, and end-of-Contract transition services prior to the expiration or termination of the Contract. The full transition of existing services to replacement services and contracts is hereby explicitly made a criterion for completing the Contract Transition Plan.

Upon request by DMS, the Contractor will be required to submit a transition plan for services within sixty (60) days with sufficient detail for DMS's review and approval. DMS reserves the right to request modifications. The plan must include and describe in detail:

1. How the transition will be accomplished in the least disruptive way.
2. The Contractor's commitment to continue to provide services and Contract resources under the existing terms and conditions of the Contract during the transition, including any restrictions and/or limitations.
3. The Customer impact and the Contractor's commitment to minimizing any impact (e.g., business needs, complexity of service, services impacted by special programs, etc.).
4. Identification of tasks dependent upon the State's data or resources.
5. Identification of all Customers by service type and unique product identifier.
6. Plan for transparent transition of services to support the continued billing, collection, and remittance of cost recovery rate for services.
7. Use of industry-accepted project management methodology throughout the transition process.

Overlapping services may be required when transitioning from one large infrastructure to another, and transition may take multiple years to complete. DMS will not be obligated to maintain Contract services for any set number of users or locations during the transition.

The Contractor is required to work with DMS, Customers, and any other DMS contractor as expeditiously as possible in order to transition.

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The Contractor agrees to:

1. Cooperate with all entities to ensure an orderly and efficient transition of services. These efforts include taking all necessary steps, measures, and controls to ensure minimal disruption of services during the transition.
2. Maintain staffing levels that are sufficient to handle a smooth, complete, and expedient transition.
3. Transfer all applicable knowledge, including, but not limited to, the devices, software, and third-party Contract services.
4. Provide all data related to the delivery of services, requested by DMS, that is not a tangible or intangible licensed product that existed before Contract work began. The Contractor shall bear the burden of proving existence before Contract work began, including, but not limited to, databases and other repositories of information (for example, operational, user, and administrative information).
5. Upon request, promptly deliver to DMS, whether or not previously made available, all up-to-date guides, manuals, and training materials including operational, user, administrative, and any other guides and procedures the Contractor follows. All documentation created for the purpose of supporting, operating, maintaining, upgrading, and enhancing services, including, but not limited to, design documents and device configurations for services, shall be promptly delivered to DMS upon request, whether or not previously made available.
6. Assist DMS and any other DMS contractor with the planning and installation of any services to facilitate business continuity.
7. Respond promptly and completely to all questions related to the transition.
8. Provide all services and functions necessary for a complete, smooth, and expedient transition.
9. Assist the Department with the installation of network-to-network connections to facilitate continuity for MCS sites. Network-to-network connections will be paid for by the Department.

At the time DMS initiates the transition plan, the Contractor shall provide the DMS Contract Manager a weekly Transition Status Report. The report shall include all impacted Customers. The format, content, and level of detail must be approved by DMS.

After each End-user service transition is completed and the transition status and the billing account status both achieve 100% completion on the Transition Status Report for two (2) consecutive weeks, the Contractor may delete the service line item from the next weekly Transition Status Report.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.25 Contractor Meetings with DMS

This subsection is applicable to both WVS and WDS.

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This subsection includes requirements applicable to subsections 3.26.1 through to and including 3.26.4.

The Contractor is required to attend all meetings referenced in this section plus ad hoc meetings as DMS deems necessary. Meetings will be held either at the DMS offices in Tallahassee, Florida or virtually. DMS may, at its sole discretion, require the Account Manager and other Contractor's staff attend the meeting in person or allow remote attendance via a mutually agreed-upon conferencing service. For virtual meetings the Contractor will be responsible for providing the video conference call bridge.

For all meetings referenced herein, the Contractor is responsible for the business and administrative tasks associated with the meetings, including, but not limited to, creation of a meeting agenda developed in conjunction with DMS, preparing of any materials, meeting minutes, and other meeting planning efforts. SLA violations include, but are not limited to, inadequate participation of required staff and inadequate preparation. Meeting preparation must include background materials and reports.

3.25.1 Weekly Conference Call

The Contractor shall initially participate in a weekly conference call with DMS to discuss and provide status updates on all open or unresolved issues in the escalation queue. It is the responsibility of the Contractor to coordinate and initiate the call at a time acceptable to the Department's staff. The call frequency is expected to be modified by DMS to monthly or quarterly during the initial Contract term, which is in DMS' sole discretion and dependent on implementation and migration.

3.25.2 Monthly Operational Meetings

The Contractor is required to hold monthly meetings with DMS to review and audit, at a minimum, customer support, escalations, security, and SLA reporting services. These meetings may include, but are not limited to, discussions of the network and all of its services, review of operational concerns, technical updates/changes, SLA Compliance Report, Escalation Activity Report, Direct-Billed Monthly Report, Direct-Billed Quarterly Report, security, policy, design, and administrative topics. While there will be discussions of current and future services, these meetings are not sales meetings. Agendas for these meetings will include operational and administrative items, including, but not limited to, review of operational concerns, reviewing and auditing phone tree accuracy, updates to the staff notification process, and any proposed operational changes.

3.25.3 Project Management Monthly Review Meetings

The Contractor is required to hold monthly meetings with DMS for project management during the Project Implementation Phase. **Attachment SLA-C1.** The Project Implementation Phase

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starts with DMS acceptance of a completed Services Infrastructure Checklist. The Contractor will set the agendas for these meetings, which will include, at a minimum, details of the previous period's achievements, the progress on upcoming and existing activities, changes, identified risks and recommendations to mitigate risk, forecasts, project progress, a list of discussion points, and action items with the associated responsible party and due date.

3.25.4 Project Implementation Phase – Project Kickoff Meeting

The Project Kickoff Meeting will take place during the Project Implementation Phase within thirty (30) days of Contract execution. **Attachment SLA-C2.** The agenda for this meeting will include, at a minimum, introductions, review of staffing roles, and review of project scope. The Contractor's Key Required Staff are required to attend the Project Kickoff Meeting.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.26 Project Management

This subsection is applicable to both WVS and WDS.

The Contractor must provide project management services in accordance with the DMS regulations set forth in Chapter 74-1, F.A.C., for Project Management.

All Project Management documents must be submitted as either a Microsoft Word 2016 (or higher) document or Adobe pdf. The Project Management Implementation Schedule shall be submitted as a Microsoft Project document. All project management documents will be submitted to the DMS Contract Manager.

The following subsections contain the minimum requirements for MCS Project Management:

3.26.1 Project Management - Project Charter and Project Management Plan

1. The Contractor shall create a Project Charter (see **Attachment C, SLA-D1**). The Project Charter must formally authorize the existence of a project and provide DMS and the Contractor's Project Manager with the authority to apply organizational resources to project activities. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

2. The Contractor shall create a Project Management Plan (see **Attachment C, SLA-D2**). The Project Management Plan must describe how the project is monitored, controlled, and executed. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

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The plans listed below are additional components of the Project Management Plan. However, the plans listed below are deliverables separate from the Project Management Plan and subject to final acceptance by DMS.

3. Readiness Plan. (See **Attachment C, SLA-D3**.) The Contractor must deliver a detailed organizational Readiness Plan and associated plans that outline a readiness methodology, approach, activities, dependencies, and assumptions for key stakeholders to successfully support project activities.

4. Communications Management Plan. (See **Attachment C, SLA-D4**.) The Contractor must develop a Communications Management Plan that defines all communication touch points between the Project and all impacted stakeholders. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

5. Risk Management Plan. (See **Attachment C, SLA-D5**.) The Contractor must submit an acceptable Risk Management Plan that defines all potential areas of Customer and Department risk and the related risk strategy.

6. Requirements Management Plan. (See **Attachment C, SLA-D6**.) The Contractor must submit an acceptable Requirements Management Plan. The Contractor is responsible for managing all business requirements, including confirmation, design, development, testing, and validating that they are ultimately met during implementation. The Contractor's Project Manager will work with DMS to develop and administer a plan to effectively manage requirements throughout the Project.

7. Disaster Recovery Plan. (See **Attachment C, SLA-D7**.) The Contractor must deliver a detailed Disaster Recovery Plan and associated plans that outline a disaster recovery methodology, backup procedures, recovery plan, restoration plan, rebuilding process, testing of the disaster recovery plan and record of plan changes. The plan will include the following, at minimum:
    1. Plan Objectives.
    2. Assumptions.
    3. Definition of Disaster.
    4. Recovery Teams.
    5. Team Responsibilities.
    6. Internal and External Communications.
    7. Federal, State, Local Roles and Responsibilities.
    8. Services Restoration.
    9. Support Timeline.

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3.26.2 Project Management - Implementation Phase

The Project Implementation Phase starts after DMS acceptance of the Project Charter and ends with DMS acceptance of a completed Services Infrastructure Checklist. Each of the items described in this section is a deliverable that must be submitted to, and accepted by, the DMS Project Manager.

1. Project Management Implementation Phase Schedule. The Contractor shall create a Project Management Implementation Phase Schedule. **Attachment C, SLA-D8.** The document must be baselined, be resource loaded with predecessors, successors, durations, costs, and calculated earned value metrics Cost Performance Index (CPI) and Schedule Performance Index (SPI), and updated every two (2) weeks as needed until the completion of the Project Implementation Phase. This must be accompanied with a narrative which includes the current status of the project, actions that have taken place in the last two (2) weeks, any new risks and their associated risk mitigation plans, any new issues, identification of any tasks more than ten percent (10%) behind schedule, and a plan to complete the task(s).

   The Contractor shall create and maintain a Microsoft Project 2016 (or higher) schedule to incorporate all project activities to the agreed-upon work breakdown structure level. The schedule must include, at a minimum, task durations, start and finish dates (baseline and actual), predecessors and successors, resources, deliverables, and milestones, and must calculate CPI and SPI earned value metrics. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

2. Project Management Tracking Logs (Risks, Issues, Action Items, Decisions, and Operational Changes requested). The Contractor shall create Project Management Tracking Logs (tracking logs.) **Attachment C, SLA-D9**. These are updated as necessary, as determined by the Contractor and DMS.

   The Contractor must identify, assess, document, and recommend mitigation strategies by updating and submitting to DMS the tracking logs at a minimum of bi-weekly to reduce project risks and issues. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

3. Project Status Report. The Contractor shall create Project Status Reports. **Attachment C, SLA-D10**. The Contractor must provide bi-weekly Project Status Reports, which are due via email to the DMS Contract Manager each Thursday by 5:00 PM Eastern Time, and must include:
   a. A narrative description of significant project activities that have been conducted or are underway.
   b. The progress-to-date on project activities.

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c. An explanation of any tasks/activities that are behind-schedule and a plan to bring them current.
d. Notification of issues or risks that have been encountered and their resolution or plan for future resolution.
e. Upcoming deadlines.

3.26.3 Project Management - Guides

The Contractor shall create the following guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D11.**

1. WDS and WVS Operations Guides. The Contractor shall create and maintain WDS and WVS Operations Guides describing the operational relationship between the Contractor and DMS. The guides must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guides must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

2. WDS and WVS User Guides. The Contractor shall provide WDS and WVS User Guides that provide a set of instructions for the End-user. The User Guides must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

3.26.4 Project Management - Closure

The Contractor shall create project closure documentation. (See **Attachment C, SLA-D12**.) The project closure documentation must include a lessons learned document, final schedule, and retrospective of the project.

3.26.5 Project Management - Implementation Plan and Customer Specific Migration Plans

1. Implementation Plan. The Contractor must submit a detailed Project Implementation Plan to the Contract Manager. (See **Attachment C, SLA-D13**.) The Implementation Plan must address all activities in the Project Implementation Phase, which starts after the acceptance of the Project Charter and ends with DMS acceptance of a completed Services Infrastructure Checklist.
    a. The Implementation Plan must outline an implementation, approach, activities, dependencies, and assumptions for key stakeholders to support a successful project implementation. The Implementation Plan shall include, at a minimum:
        i. Schedule of activities, including all Services Infrastructure Checklist Activities.

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ii. Resource allocation.
iii. Implementation and migration preparation planning and impact analysis.
iv. Network support.
v. Operations Centers (operational and security).
vi. Day-to-day operational support services.
vii. Training – cross reference training section.

b. The Contractor shall provide weekly reporting regarding migration. **Attachment C, SLA-D14**. The reporting, which shall exclude any information regarded as Customer Proprietary Network Information (CPNI), should detail the number of current End-users per agency/entity, the progress of migration, and note any End-users that have notified the Contractor they will no longer be using its service. This report shall include details on the Contractor's communication with Customers regarding notification of this Contract and required Customer actions. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Services Infrastructure Checklist and ending when all End-users are identified as either migrated or no longer receiving services from the Contractor. The format, content, and level of detail must be approved by DMS.

c. Non-Incumbent Contractors shall provide weekly reporting regarding migration. **Attachment C, SLA-D15**. The reporting, which shall exclude any information regarded as CPNI, should detail the number of End-users identified as purchasing services from the Non-Incumbent Contractor per agency/entity, and the progress of migration. The reporting shall include details on Contractor's communication with Customers regarding notification of this Contract. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Infrastructure Checklist and ending when all End-users identified as purchasing services from the Non-Incumbent Contractor are migrated. The format, content, and level of detail must be approved by DMS.

2. Individual Customer-Specific Migration Plans. The Contractor must submit these plans in accordance with the requirements in this section to DMS and the Customer. **Attachment C, SLA-D16**. The Contractor will be responsible for creating Individual Customer-Specific Migration Plans as each existing and new Customer migrates to MCS, which shall exclude any information regarded as CPNI. Additionally, a migration plan may be required if a Customer undertakes a significant or complex change in how it operates under MCS. These plans will vary based on the proposed service and the complexity of the service migration, but must include, at a minimum:
    i. Schedule of activities, which is consistent with the Project Implementation Phase schedule.
    ii. Resource allocation.
    iii. Migration and preparation planning.
        1. Impact analysis.

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2. Stakeholder communications plan.

iv. Migration management.

v. Training – cross reference training section.

Given the statements in subsection: 1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above. [Enter the response here - 500 words]

3.27 Project Management - Services Infrastructure Checklist

This subsection is applicable to all Contractors.

The Contractor must complete the Services Infrastructure Checklist provided below in accordance with this subsection and submit the checklist to the DMS Contract Manager and DMS Product Manager. **Attachment C, SLA-D17.** The Contractor will be required to complete a series of readiness activities before DMS accepts services, systems, and processes as ready for production. The Project Implementation Phase will close only when all items on the Services Infrastructure Checklist are complete and accepted by DMS in writing. Upon request, the Contractor will be required to provide DMS any documentation necessary to demonstrate Contractor's compliance with the Services Infrastructure Checklist prior to DMS written approval of the Final Services Infrastructure Checklist. The Contractor shall not deliver any services to Customers until the Project Implementation Phase is closed. The Contractor may engage with Customers for planning purposes before the close of the Project Implementation Phase.

All requirements on the Services Infrastructure Checklist must be fulfilled in accordance with the Contract including, but not limited to, the SOW. Additional requirements may be added to the Services Infrastructure Checklist at the discretion of DMS.

DMS must approve in writing all items listed in the Services Infrastructure Checklist before the Contractor is permitted to charge for any service or device to Customers. The timeline for the Contractor's completion of the Services Infrastructure Checklist will be approved in writing by the DMS Project Manager during development of the project Implementation Plan. Any changes to the Services Infrastructure Checklist, including requirements and timeline, must be approved in writing by the DMS Project Manager, in DMS' sole discretion.

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Infrastructure Checklist	
Section Reference	**Requirement**
SOW Section 2	
2.1 - 2.6	All required key staff positions have been filled with individuals who possess the required minimum qualifications, and the final Staffing Organizational Chart has been approved by DMS.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.5	Contractor's closed user group isolation method is developed and approved by DMS.
3.6	The Network-to-Network Interface is operational.
3.7	Closed user group traffic successfully mapped into MFN and as permitted is able to access the internet via the MFN firewall.
3.8	MCS traffic is routed directly to the internet.
3.9	A test plan has been finalized, and an interconnection failover for each IPsec tunnel between the primary and secondary VPN concentrators has been successfully tested.
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.

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3.20	The Contractor's portal is operational.
3.21	The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.
3.26.1 (1)	The Contractor has provided an acceptable Project Charter.
3.26.1 (2)	The Contractor has provided an acceptable Project Management Plan.
3.26.1 (3)	The Contractor has provided an acceptable Readiness Plan.
3.26.1 (4)	The Contractor has provided an acceptable Communications Management Plan.
3.26.1 (5)	The Contractor has provided an acceptable Risk Management Plan.
3.26.1 (6)	The Contractor has provided an acceptable Requirements Management Plan.
3.26.1 (7)	The Contractor has provided an acceptable Disaster Recovery Plan.
3.26.3 (1)	The Contractor has provided the WDS and WVS Operations Guides
3.26.3(2)	The Contractor has provided the WDS and WVS User Guides
3.26.5(1)	The Contractor has provided the Implementation Plan.
SOW Section 4	
4	Public safety services are ready for production.
SOW Section 5	
5.4	The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.
5.7	The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.
5.9	The Contractor has demonstrated the ability to maintain a corresponding inventory.
5.10	The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.
5.11	The Contractor has demonstrated the ability to provide a detailed invoice substantiation file and do so in a mutually agreed upon secured delivery method.

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SOW Section 6	
6	The Contractor has demonstrated the MFMP Punchout catalogs are ready, and the Contractor is ready to accept orders through MFMP.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

4. Public Safety Service Plans and Devices

The requirements of this Section 4 are only applicable if the Contractor is providing public safety services, as identified in the Contractor's BAFO. If applicable, must adhere to all minimum requirements of this SOW, including those of this subsection.

4.1 Deployable Technologies

The Contractor must have mobile communication units that are deployable technologies. Generally, the Contractor will deploy these mobile communication units during emergency situations to the affected area. The Contractor will install these units during emergencies and may use existing satellite, microwave, or radio systems for backhaul. The Contractor must have a robust regionalized deployable strategy, ensuring that deployable network equipment is available and fully operational, with the required backhaul and/or networking capabilities, throughout the State. The Contractor must coordinate and cooperate with DMS, and any federal, State, or local emergency management agency in providing for emergency communications services, including the Department of Emergency Management, and all other entities that are part of the ESF-2 function.

These deployable technologies are generally characterized as the following:

1. Cell on Wheels: a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
2. Cell on Light Truck: A cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
3. System on Wheels: a full base station and controller on a trailer/truck/big rig/etc. This is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no internet connectivity.
4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400' above ground level), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area

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coverage. Similar waterborne vehicles include remotely operated vehicle and unmanned underwater vehicle.

5. Other systems: Includes, but is not limited to, vehicular network systems and man-packs.

4.2 Local Control

The Contractor must provide priority and preemption to public safety entities during times of emergency. The priority and preemption will be determined and invoked by the public safety entities through a local control portal. The local control portal shall allow the Customer to enact and deactivate priority and preemption, which shall be controlled by authorized Customers.

The Contractor's public safety service plans and devices must not be throttled during an emergency.

4.3 Local control portal

In addition to the requirements of subsection 3.20 Contractor's MCS Portal, the Contractor shall provide a public safety portal (dashboard). The information held in this dashboard shall include, but is not limited to, the status of the Statewide network and alerts on outages. All features and functionality shall be available to DMS in real-time at all times. The number of DMS dashboard users shall be determined by DMS, and each user shall have a unique log-in and password.

4.4 Public Safety Standards

Public safety service plans and devices shall be in compliance with 3rd Generation Partnership Project Technical Specification 33.180.

The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks.

4.5 Demonstration Devices

Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide wireless demonstration equipment (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of sixty (60) Business Days. Any demonstration equipment, forms, and processes shall be provided, managed, and maintained by the Contractor. The Contractor will coordinate directly with any other State agencies regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

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4.6 Public Safety Customer Support

The Contractor must provide a dedicated help desk number for support of its public safety service plans and devices.

The Contractor must develop and abide by an escalation procedure specific to public safety real-time network issues and public safety End-user issues. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's public safety escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved user issues or real-time network issues that have been outstanding for more than ten (10) Business Days.

The Contractor should limit access to the public safety plans to only Customers that are Public Service Entities as recognized by the First Responder Network Authority.

4.7 Public Safety Reporting

The Contractor shall timely provide a monthly Public Safety Service Plans and Devices Report to the Department's Contract Manager. **Attachment C, SLA-E1**. The report shall contain public safety Customer agency, End-user usage, End-user devices, rate plans, and any other related information DMS requires. This report shall not include any information that is considered CPNI. The format, content, and level of detail must be approved by DMS.

4.8 Public Safety Marketing

In addition to any other Customer webpages required by this SOW, the Contractor shall provide specific information on its MCS portal related to its public safety service plans and devices. This should include, at a minimum, information on ordering, devices, apps, service offerings, and accessories.

The Contractor shall provide the Department with a copy of all materials used by Contractor, and its subcontractors, to promote or advertise public safety specific service plans and devices to Florida's public safety user community. The Contractor will submit this information to the DMS Project Manager once per quarter, or as requested by DMS.

Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department.

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No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

5. Business Operations

All services can be direct ordered by the Customers via email, phone call, or the Contractor's MCS portal. The Contractor shall also accept orders through CSAB and MFMP. Billing may be through CSAB or direct billed to the Customer. DMS shall make the final determination on which services are ordered and / or billed through CSAB, MFMP, direct ordered, or direct billed.

This subsection is applicable to DMS-billed services, unless otherwise stated.

5.1 General Description of the SUNCOM Business Model

In accordance with subsection 282.703(2), F.S., DMS has developed a system of equitable billings and charges for Customers. The CSAB system is the ordering, billing, incident management, and inventory system referred to in Chapter 60FF-2, F.A.C., that the Contractor is required to utilize.

When Customers log-in to CSAB, they can perform the following functions:

1. Establish and maintain Customer accounts.
2. Manage billing accounts.
3. View a comprehensive list of available MCS offerings.
4. Place orders.
5. View their complete inventory of services and invoices with associated and detailed charges.

For DMS-billed MCS accounts, the Contractor will bill DMS monthly for services rendered to all Customers and provide DMS with substantiating details in electronic files (for example, comma delimited). The Contractor will include in the substantiating detail charges with unique identifiers for each transaction (for metered services) and service account.

5.2 Communications Service Authorization and Billing Transaction Flowchart

The Contractor will use seven (7) Business-to-Business (B2B) transactions between DMS and Contractor, as depicted on the next page:

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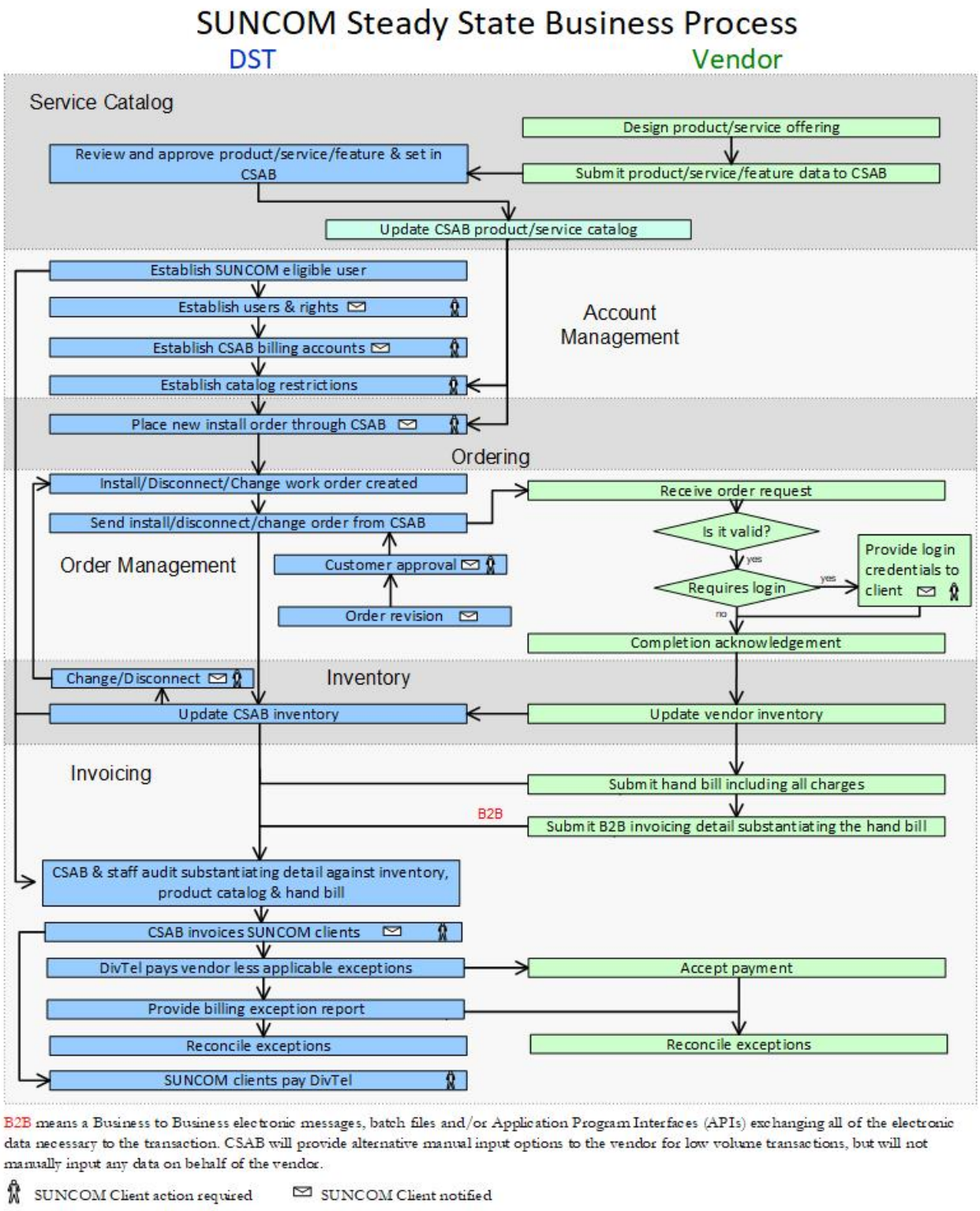

B2B means a Business to Business electronic messages, batch files and/or Application Program Interfaces (APIs) exchanging all of the electronic data necessary to the transaction. CSAB will provide alternative manual input options to the vendor for low volume transactions, but will not manually input any data on behalf of the vendor.

SUNCOM Client action required SUNCOM Client notified

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5.3 Communications Service Authorization and Billing – Official Record

CSAB is the authoritative source of all data. The CSAB system is the official record of the inventory and costs of SUNCOM services, including MCS. If the Contractor claims any inaccuracies in CSAB data, the data will be considered accurate unless substantially proven otherwise, at DMS' sole determination.

The Contractor shall not enable or ask DMS or Customers to input ordering and/or invoicing data into CSAB on behalf of the Contractor.

5.4 Communications Service Authorization and Billing - Interface with Contractor

The Contractor shall use Application Programming Interfaces (APIs) to implement transactions between CSAB and the Contractor. DMS will test and approve the interface prior to Contractor accepting orders for services and devices. The following requirements apply with regard to the Contractor's APIs with CSAB:

1. The Contractor's API enables data transfer between CSAB and the Contractor's system.
2. When data is sent from CSAB, the Contractor's API must send back an acknowledgement to CSAB.
3. The Contractor's API will perform functions automatically at near real-time.
4. The Contractor shall develop and maintain functional crosswalks between the Contractor's system and CSAB, which maps the data elements in CSAB to equivalent data elements in the Contractor's system. The Contractor will also support DMS' efforts to create functional crosswalks.
5. It is the Contractor's responsibility to ensure data has been received by CSAB, including resending data that has not been acknowledged by CSAB.
6. The Contractor shall provide a testing environment for quality assurance, accessible by DMS.

5.4.1 Batch Routines

The second method the Contractor shall utilize to implement transactions with CSAB is through batch routines, which are periodic exchanges of data files containing a large number of records. An example of a batch routine is monthly delivery of invoicing substantiation files (B2B-6), due to the large volume of data.

5.4.2 Manual Review and Data Entry by Contractor Staff

The third method the Contractor may utilize to implement transactions within CSAB is by manual review and data entry. The Contractor can use CSAB screens to view a submitted order from a Customer and mark that order as fulfilled, rather than use B2B-3 and B2B-4 transactions.

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The Contractor shall only use manual review and data entry as a method of last resort and only with prior written approval by DMS Contract Manager. The Contractor shall not use manual review and data entry for invoicing substantiation (B2B-6).

5.5 Communications Service Authorization and Billing Service Catalog

MCS services and devices must be approved by DMS and entered into the CSAB Service Catalog prior to making them available for use or purchase by any Customer. DMS will have sole discretion over the CSAB Service Catalog and any updates.

The Contractor shall use the following three (3) types of charges for the billing of MCS services:

1. One-time charge: a single payment for a service or item (e.g., hardware installation).
2. Monthly charge: monthly fixed and recurring charge
3. Metered charge: incremental charge based strictly on usage of the service (e.g., data overage charges).

The Contractor shall comply with the requirements of Chapter 60FF-2, F.A.C., in its use of CSAB.

5.6 Taxes and Government Sanctioned Fees

The Department and Customers do not pay State or federal taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

Government-sanctioned surcharges and fees, if the Customer is not exempt, must be collected by the Contractor and may be payable by the State. Any new or modified government-sanctioned surcharge or fee must be provided to DMS for review and approval. If approved, the Contractor can then submit a request to update the CSAB Service Catalog.

The standard process whereby the Contractor submits a request for inclusion of services in the CSAB Service Catalog and DMS approves them must be implemented for a new or modified surcharge or fee with the following additional requirements:

1. The catalog item must be tagged as a government-sanctioned surcharge or fee.
2. The description field provided by the Contractor must clearly identify the surcharge or fee.
3. The Contractor must provide the DMS Contract Manager with information sufficient for DMS to develop formulas that replicate the charges through calculations against invoicing substantiation data. The DMS Product Manager will approve the Contractor request if the update to the CSAB Service Catalog is in accord with the amendment.
4. The surcharge or fee must be billed at the inventory ID level and not billed as a lump sum.
5. The Contractor must give DMS advance notification of anticipated surcharge or fee changes with the DMS-approved effective date the charges will be incurred and the amount/percentage.

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Non-government sanctioned surcharges and fees, such as activation fees and termination fees, are not chargeable under this Contract.

5.7 User Access Privileges for the Contractor

The Contractor's user CSAB access privileges must be approved and monitored by a Contractor-assigned CSAB Administrator. User access privileges allow the following functions:

1. Manually receive and closeout orders to the Contractor.
2. Review past orders submitted to the Contractor.
3. Review a robust set of inventory data for services provided by the Contractor.
4. Other access as allowed by DMS.

DMS reserves the right to terminate CSAB user access privileges of any Contractor staff without cause or notice.

5.8 Work Orders

Customer work orders are sent to the Contractor as B2B-3 transactions. The Contractor can log-in to CSAB as prompted by a CSAB email to see submitted orders. The Contractor is required to respond to the Customer with distinct B2B-4 fulfillment data for each item, or service, in a work order. Multiple item orders with only a single order number are not fulfilled until every item is delivered.

Some key data elements in addition to CSAB-assigned Inventory ID are:

1. Order ID – identifies a request for one (1) or more items. This ID is associated with everything in a "shopping cart" when a Customer "checks-out."
2. Work Order ID – is associated with each item request within an order that can be fulfilled separately from the rest of the order and requests action for one (1) Service Installation ID.
3. Installed Option ID – identifies the service, feature, or hardware from the CSAB Service Catalog that was requested in the work order.
4. Service Installation ID – identifies the service account resulting from order fulfillment. It is the unique inventory entry in CSAB and is equivalent to, but not the same as, distinct IDs used by Contractor to track status, usage and charges (e.g., circuit ID, phone number, hardware serial number, etc.).

The Contractor is required to provide all of the required fulfillment data in CSAB.

The Contractor shall not charge the Department for any orders from which key fields data, installation dates, or disconnect dates are missing or incorrect. The effective bill date cannot be more than forty-five (45) days from the date the order is closed. **Attachment C, SLA-G1.**

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Some orders will include configuration data, including IP addresses, to enable establishing closed user groups on MFN.

5.9 Inventory

Every order, and many other actions related to MCS services, is permanently logged into CSAB. This inventory is a basis for DMS audits of Contractor charges; i.e., if a billed service is not in the inventory or the inventory shows it was not active during the invoicing period, DMS will dispute the charge. The CSAB inventory is also a useful tool for DMS, Customers, and Contractor to see what has been ordered, its status, location, cost, any associated comments, etc.

CSAB inventory is structured around key data elements. Inventory records are not valid without these key fields. CSAB by default has primacy when there are discrepancies between the inventories of the Contractor and CSAB.

The Contractor is required to maintain a corresponding inventory as a basis for invoicing DMS. Periodic reconciliation may be implemented between CSAB and the Contractor's inventory through B2B-5 transactions, at DMS' sole discretion. This will avoid waiting until the Contractor invoices DMS to discover these inconsistencies and having to resolve them through billing disputes. DMS will provide for an exchange of inventory data throughout the month using transaction B2B-4. There is no manual substitute for this process.

5.10 Invoicing Requirements

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1**. Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice related to the first available billing cycle after the credit has been determined. Both the handbill and electronic files for the CSAB portion must be received no later than the 10th calendar day of each month.

5.11 Electronic Substantiating Detail File

The invoice substantiation file consists of electronic detail listing all billable services and activities with all unique IDs necessary to be auditable bases for all charges. The detail file must include all charge data on one-time purchases, active service periods, and incremental activities. All charges must be attributable to distinct identifiers for the services as negotiated in the CSAB Service Catalog, and each discrete charge must be distinguished by a service identifier. Metered charges must also include date/time stamps for each billing event and the dates of the billing cycle (start

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and end). The file must be provided to DMS using a mutually agreed-upon, secured delivery method, and mutually agreed-upon format.

5.12 Audit of Contractor Invoices

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within one (1) billing cycle from receipt of dispute. If Contractor has not resolved audit exceptions within one (1) billing cycle, the charges will be adjusted as determined by DMS.

5.13 Mandatory Interface with the Contractor

All work orders will be submitted to the Contractor via CSAB or similar system as deployed by DMS. Direct billed Customers will interface solely with the Contractor.

5.14 Properly Authorized Work Orders

No WDS will be provisioned unless the Contractor has a properly authorized work order submitted by DMS through CSAB. Direct billed Customers will interface solely with the Contractor.

5.15 General Billing Requirements

The Contractor will maintain a detailed database that uniquely identifies each pricing component. The CSAB Service Catalog contains unit prices and all qualifiers that are applied to unit prices in order to create an unambiguous database of WDS billable line items. A specific billing code shall have only one (1) unit amount.

5.16 Billing Start

The Contractor shall meet the following criteria to complete billing starts:

1. All bills should commence on the 1st and run through the end of the month based on the completion date. Fractional charges are based on the effective bill date.
2. The Contractor cannot retroactively bill for services received before the, the start date of a Purchase Order in MFMP, or is otherwise ordered by the Customer.

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No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

6. Direct Ordering and Billing

This section is applicable to WVS and certain approved WDS items.

The Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM Customers in instances where a vendor or SUNCOM Contractor submitted an invoice directly to a SUNCOM Customer.

The Contractor will accept orders from Customers for all WVS devices, rate plans, and services through MFMP. All direct-billing will be done in accordance with Rule 60FF-2.007, F.A.C. The Contractor will cooperate with the Department and MFMP (and any authorized agent or successor entity to MFMP) to deliver direct-billed WVS devices, rate plans, and services.

The Contractor will work in cooperation with the MFMP vendor. All items available for purchase by any Customer that are listed on the most recent DMS-approved EUPL will be exhibited on the MFMP website as a Punchout catalog for Customers. The MFMP Punchout catalog shall be updated by the Contractor within one (1) Business Day of any updated EUPLs being posted on the Department's website. By acceptance of an MFMP purchase order, the Contractor agrees to all MFMP terms and conditions.

6.1 Services and Devices Sold to Direct-Billed Customers

The Contractor will not make any service or device available to any Customer that has not been approved by DMS. If a new service or device is approved, the Department will add the service or device to the EUPL and provide a SUNCOM price for the Contractor to market to Customers. The Contractor shall not display or represent any other prices to Customers.

6.2 Cost Recovery Rate

The Contractor will charge Customers the established rates, plus the SUNCOM Cost Recovery Rate (CRR). The CRR will be included on all monthly-recurring Contractor's charges and invoices.

The Department will be responsible for providing notification regarding the CRR to Customers. The Department will provide: i) notification on the MFMP website Punchout catalog, and ii) notification in a mutually agreeable format for OEUs not currently ordering through the MFMP website Punchout catalog.

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The Contractor shall provide the Department with the CRR on all services sold to Customers that are direct-billed. The CRR will be assessed on the monthly recurring charges after all discounts, adjustments, and credits are taken into account. Additional charges, including but not limited to devices, taxes, surcharges, or regulatory fees, will not be included in the assessment of the CRR.

The Department may modify the CRR through a written amendment to the Contract with ninety (90) days prior written notice to the Contractor. If mutually agreed upon, modifications to the CRR may take effect earlier than the ninety (90) days.

The CRR will be the same for all Contractors providing MCS. In the event that the Department authorizes a Contractor to collect a lower CRR than on this Contract, the Department will incorporate the lower CRR into this Contract via amendment. The Contractor shall have sixty (60) calendar days after the amendment effective date to charge the CRR on the direct-billed invoices.

The Contractor will remit all funds collected pursuant to the CRR to the Department in the form of a quarterly check. The check will be accompanied with a complete Direct-Billed Quarterly Report. The check will be sent no more than forty-five (45) days after the end of the calendar quarter to cover the cost recovery amounts collected for the previous quarter. **Attachment C, SLA-G1**.

Fees collected for the CRR will be thirty (30) days in arrears after the billing month in which the charges are invoiced on the direct-billed invoice. The Contractor will be required to remit funds associated with this requirement only when payment has been collected from the Customers that are direct-billed under this Contract.

6.3 Contract Association on Direct-Billed Accounts

All direct-billed accounts established with Customers will include a corporate identifier for this Contract assigned by the Contractor in the billing system.

6.4 Monthly Reporting of Direct-Billed Accounts

The Contractor will provide reporting and auditing in accordance with Rule 60FF-2.005, F.A.C. Additionally, the Contractor will provide the Department with an accurate Direct-Billed Monthly Report in an Excel format via e-mail of all direct-billed accounts including, but not limited to: the Customer's billing account name, Customer corporate identifier, number of active lines, total amount of charges, and billing month. **Attachment C, SLA-G2**. This report will substantiate quarterly payments remitted to the Department. In the event a discrepancy is cited, the Contractor will have thirty (30) days from the date of bill close to provide the Department with the data necessary to reconcile the discrepancy. In the event the Contractor cannot substantiate the cited discrepancy, the Contractor will be responsible for payment of the disputed amount within thirty (30) days. Online reporting and auditing via the Contractor's portal may be appropriate, if it meets the requirements of this subsection and the reporting can be exported and saved by the Department. The format of the report is subject to DMS final approval.

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6.5 Quarterly Reporting of Direct-Billed Accounts

On a quarterly basis, the Contractor will provide the Department a Direct-Billed Quarterly Report that aggregates utilization monthly reporting. **Attachment C, SLA-G3**. The report requirements are as follows:

1. The report must be in an Excel format sent via e-mail of all direct-billed accounts, which will include the Customers' aggregate utilization (minutes, data, and text) and billed amount by device type and billing month.
2. The report must contain information sufficient for the Department to independently verify and validate by Customer the utilization and billed amount by device type and billed amount and the cost recovery due to the Department.
3. The aggregate utilization reporting will not identify CPNI, such as but not limited to account names, subscriber number, or End-user level information for direct-billed Customers.
4. Online reporting and auditing via the Contractor's portal may be appropriate if it meets the requirements of this subsection and the reporting can be exported and saved by the Department.
5. The format of the report is subject to DMS final approval.

6.6 Customers Liability

Direct-billed Customers are solely liable for any performance, duties, payments, and responsibilities generated by their use of this Contract, fiscal or otherwise. As stated in Rule 60FF-2.007(3), F.A.C., "the Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM [Customers] in instances where a vendor or SUNCOM Provider submitted an invoice directly to SUNCOM [Customers]."

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

ATTACHMENT B

DRAFT CONTRACT

FOR

MOBILE COMMUNICATION SERVICES

CONTRACT NO: DMS-19/20-006

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

<<PARTY NAME>>

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DRAFT CONTRACT

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Exhibits:

Exhibit A – Definitions and Acronyms
Exhibit B – Final Statement of Work, including:
    Exhibit 1 to Exhibit B – Final Service Level Agreements;
Exhibit C – Contractor's Pricing, including:
    Exhibit 1 to Exhibit C – Vendor's Services and Discounts Pricing
    Exhibit 2 to Exhibit C – Vendor's Device List
    Exhibit 3 to Exhibit C – Vendor's Services and Discounts Pricing, Public Safety <if applicable>
Exhibit D – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006
Exhibit E – Relevant Portions of the Contractor's Best and Final Offer to ITN DMS-19/20-006
Exhibit F – ITN DMS-19/20-006

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CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and <INSERT VENDOR NAME> (Contractor) with offices at <insert address>, each a "Party" and collectively referred to herein as the "Parties."

The Parties enter into this Contract (Contract) in accordance with Chapters 282 and 287, Florida Statutes (F.S.), and with the negotiated terms and conditions of Invitation to Negotiate, DMS-19/20-006, Mobile Communication Services.

SECTION 1. CONTRACT TERM AND TERMINATION

1.1 Initial Term

The initial term of the Contract will be five (5) years and will begin on the date the Contract is signed by all Parties.

1.2 Renewal

Upon written agreement, the Department and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with section 287.057(13), F.S., and Rule 60A-1.048, Florida Administrative Code (F.A.C.).

1.3 Suspension of Work and Termination

1.3.1 Suspension of Work

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department may, at its sole discretion, suspend the Contract at any time, when in the best interest of the Department or Customer to do so. The Department or the Customer will provide the Contractor written notice outlining the particulars of suspension and the effective date of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the specified activities associated with the Contract. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract. Suspension of work will not entitle the Contractor to any additional compensation.

1.3.2 Termination for Convenience

The Contract may be terminated by the Department in whole or in part at any time, when, at the sole discretion of the Department, it is deemed to be in the best interest of the State of Florida to do so. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed, prior to the termination, for which costs can be substantiated. Such payment, however, may not exceed an amount which is the csame percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

1.3.3 Termination for Cause

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If the performance of the Contractor is not in compliance with the Contract requirements the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

1.3.4 Termination Assistance

In case of termination, whether for cause or for convenience, the Contractor will provide prompt and thorough transition assistance and cooperation, including as specified in Subsection 3.24, Transition for Future Iterations of this Service, of the Statement of Work (SOW).

SECTION 2. CONTRACT DOCUMENTS AND HIERACHY

The Contract including any exhibits referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The Contract consists of the documents listed below, and in the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Final Contract document;
2. Attachment A – Definitions and Acronyms;
3. Attachment B – Final Statement of Work, including:
    a. Exhibit 1 – Final Service Level Agreements;
4. Attachment C – Contractor's Pricing, including:
    a. Exhibit 1 – Vendor's Services and Discounts Pricing
    b. Exhibit 2 – Vendor's Device List
    c. Exhibit 3 – Vendor's Services and Discounts Pricing, Public Safety <if applicable>
5. Attachment D – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006;
6. Attachment E – Relevant Portions of the Contractor's Best and Final Offer to ITN DMS-19/20-006; and
7. Attachment F – ITN DMS-19/20-006.

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000, is included herein by reference but is superseded in its entirety by the Contract.

SECTION 3. PAYMENT AND FEES

3.1 Price Adjustments

Pricing may be updated in accordance with SOW Section 1.5, Update Process to End User Price Lists and Vendor's Equipment List.

3.2 Price Decreases

During the term of the Contract (including renewal years), the Department encourages the Contractor to offer price decreases that are in line with increased efficiencies and added infrastructure enhancements. The Department reserves the right to further negotiate reduction in pricing for the renewal years. The following additional price decrease terms apply:

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3.2.1 Volume Discounts

Contractor may offer additional discounts for one-time delivery of large single orders.

3.2.2 Preferred Pricing

The pricing included in the Contract is guaranteed, by the Contractor, to be a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Purchase Orders and Communication Service Authorizations

A Customer may use Purchase Orders (POs) issued through MyFloridaMarketPlace (MFMP) or Purchase Orders issued through the Communications Services Authorization and Billing (CSAB) system (known as Communication Service Authorizations (CSAs) to buy commodities or services. The Department may also issue POs or CSAs on behalf of Customers. The Contractor must provide commodities or services pursuant to POs or CSAs. The PO or CSA period of performance survives the expiration of the Contract. All terms and conditions of the Contract will be incorporated into the PO or CSA and will survive the termination of the Contract. The duration of POs or CSAs must not exceed the expiration of the Contract by more than twelve (12) months, unless they have been entered into pursuant to an Extended Pricing Plan, in which case they may not exceed the expiration of the Contract by more than thirty-six (36) months. Extended Pricing Plans are discounted prices offered in exchange for a Customer's commitment to lease commodities or purchase contractual services for an extended time.

3.4 Payment Invoicing

Payment will be made in accordance with section 215.422, F.S. The Contractor will be paid upon submittal of an invoice to the Department, or Customer if direct billed, after delivery and acceptance of commodities or contractual services is confirmed and the invoice is accepted by the Customer. The Contractor shall submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit, and invoices must include the Contract number and the Contractor's Federal Employer Identification Number. The Department reserves the right to request additional documentation as needed, and Contractor will follow all invoice directives in the SOW and this Contract document.

The Contractor shall have a "No Shut Off" policy for all State agency Customer accounts. Contractor shall identify/flag all State agency Customer accounts as "Government Accounts" for which service will not be interrupted due to an outstanding balance, disputed amount owed, or late payments due.

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3.5 Travel

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and, if authorized, may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation

Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department, has instituted MFMP, a statewide eProcurement system. Pursuant to section 287.057(22), F.S., all payments issued by Customers to the Contractor for purchases of commodities or contractual services will be assessed a Transaction Fee as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law, which the Contractor shall pay to the State.

For payments within the State of Florida accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to subsection (2) of Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State of Florida or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in breach. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

3.8 Taxes

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

3.9 Return of Funds

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT ADMINISTRATION

4.1 Department's Contract Administrator

The Department's Contract Administrator, whose primary responsibility will be to maintain the Contract file, is as follows:

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Jane Doe
<Insert division>
<Insert agency>
<Insert physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Contract Administrator, the Department will notify the Contractor's Contract Manager in writing via email and document such in the Contract file. Such changes do not require a formal written amendment to the Contract.

4.2 Department's Contract Manager

The Department's Contract Manager, who is primarily responsible for enforcing the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jane Doe
<Insert division>
<Insert agency>
<Insert physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.3 Department's Product Manager

The Department's Product Manager, who is primarily responsible for monitoring the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jane Doe
<Insert division>
<Insert agency>
<Insert physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Product Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.4 Contractor's Contract Manager

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be as follows:

Jane Doe
<Insert Contractor name>
<Insert Contractor's physical address>

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Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such a change does not require a formal written amendment to the Contract.

4.5 Contractor's Account Manager

The Contractor's Account Manager, who will serve as a liaison with the Department's Contract Administrator, will be as follows:

Jane Doe
<Insert Contractor name>
<Insert Contractor physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxxx.com

In the event that the Contractor changes its Account Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such changes do not require a formal written amendment to the Contract.

SECTION 5. CONTRACT MANAGEMENT

5.1 Notices

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, reputable air courier service, email, or personal delivery, or as otherwise identified herein or by the Department.

5.2 Change Request

The Department's Contract Manager may authorize operational changes to services and infrastructure that do not have a pricing impact (non-billable changes) via a change request. Such authorized operational changes do not require a Contract amendment but will be memorialized in writing and placed in the Contract Mangers' files. The Department reserves the right to make the final determination if a change request or Contract amendment is required. Any change that would allow the Contractor to offer less of any deliverable, including commodities, services, technology, or software, requires a Contract amendment. Vendor's Equipment List and End User Price List updates must be made in accordance with SOW Section 1.5, End User Price Lists (EUPLs) and Vendor's Device List, and may not require an amendment or change request.

5.3 Diversity Reporting

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the

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name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

5.4 Designated Centralized Nonprofit Agency

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated centralized nonprofit agency and the commodities or contractual services it offers is available at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/(contractType)/4577.

5.5 PRIDE

Subject to the agency determination provided for in sections 946.515 and 287.042(1), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 6. COMPLIANCE WITH LAWS

6.1 Conduct of Business

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. These may include, but are not limited to, Chapters 282 and 287, F.S., Subtitle 60FF, F.A.C., the Communications Assistance for Law Enforcement Act, the Payment Card Industry DSS, IRS Publication

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1045, Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act (HIPAA) (including executing any Business Associate Agreements as requested by Customers), and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The Contractor must comply with and must assist the Department and Customers with compliance with Subtitle 60FF, F.A.C., (and Subtitle 60GG, F.A.C., if applicable).

6.2 Dispute Resolution, Governing Law, and Venue

Any dispute concerning performance of the Contract shall be decided by the Department's Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Department's Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

6.3 Department of State, Registration

Consistent with Chapters 605 through 623, F.S., the Contractor must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

6.4 Suspended, Convicted, and Discriminatory Vendor Lists

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List during the term of the Contract.

6.5 Scrutinized Companies—Termination by the Department

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Notwithstanding the foregoing, the Parties are aware of the Eleventh Circuit Court's decision *in Odbrecht Constr. v. Sec'y*, Fla. DOT, 715 F.3d 1268 (11th Cir. Fla. 2013), and agree that the provisions of sections 287.135(1)-(5), F.S., pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Contract unless and until the Eleventh Circuit Court's decision in *Odebrecht Constr. v. Sec'y*, Fla.DOT, 715 F.3d 1268 (11th Cir. Fla. 2013) is overturned.

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6.6 Cooperation with Inspector General

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors, if any, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

6.7 E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction, where applicable. The Contractor must require all subcontractors to similarly provide Workers' Compensation Insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

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7.2 General Liability Insurance

The Contractor shall maintain insurance sufficient to adequately protect the Department and Customers from all claims or liability for personal injury or property damage arising out of, resulting from the performance of, or in connection with the operation of, the Contract. All insurance shall be with insurers authorized to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide the Department with Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured within thirty (30) days after Contract execution and on the Contract anniversary date each year of the Contract.

The Contractor must submit via email, to the Department's Contract Manager, notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal. In the event of cancellation or nonrenewal, the Contractor will be responsible for securing a replacement insurance policy in accordance with this section within thirty (30) Business Days after the final date of the cancelled or nonrenewed policy.

7.3 Indemnification

The Contractor agrees to indemnify, defend, and hold the Department, Customers, and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY

8.1 Public Records

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of the Department, as provided in section 119.0701, F.S., the Contractor shall:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

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3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

8.2 Protection of Trade Secrets or Confidential Information

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or any other applicable law, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management and Record Retention

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were

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made in relation to the Contract, including those required by Section 6.6, Cooperation with Inspector General. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

8.4 Intellectual Property

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with the Contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY REQUIREMENTS

9.1 Duty to Secure State Data

The Contractor will maintain the security of State Data, including, but not limited to, keeping a secure area around any displayed or otherwise visible State Data and ensuring such data is stored and secured when not in use. The Contractor will be responsible for ensuring that all Persons it contracts with to maintain, store, or process State Data on its behalf will comply with all data security requirements of this section. The Contractor will also comply with any other State or federal rules and regulations regarding security of information. The State will remain the owner of all State Data and any other data made available by the State to the Contractor pursuant to this Contract.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services under this Contract from outside of the United States. The Contractor will not allow, through its action or inaction, any State Data to be sent by any medium, transmitted, or to be Accessed outside of the United States.

The Contractor shall comply with section 501.171, F.S. Additionally, the Contractor shall reimburse the Department for any costs incurred providing the notifications required by subsections 501.171(3) and (4), F.S., if the Contractor is responsible for a breach. For purposes of this paragraph, “breach,” is as defined in section 501.171(1)(a), F.S.

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9.2 State Data Access

The Contractor shall retain a list of all Persons, as defined in Attachment E – Definitions and Acronyms, with Access to State Data, including a statement confirming that each Person has passed the background screening required herein. This statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall create a written policy for the protection of State Data, including a policy and procedure for Access to State Data. The Contractor shall retain the policy and information required in this subsection in accordance with Section 8.3, Document Management and Record Retention. The documents are subject to disclosure within thirty-six hours upon written or oral demand by the Department or its designated agents or auditors and are subject to audit and screening.

The Contractor shall document and record, with respect to each instance of Access to State Data:

1. The identity of all individual(s) who Accessed State Data in any way, whether those individuals are authorized Persons or not;
2. The duration of the individual(s)' Access, including the time and date at which the Access began and ended;
3. The identity, form, and extent of State Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of State Data, read-only versions of State Data, or editable versions of State Data; and
4. The nature of the Access, including whether the State Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The damages that would result from the Contractor's failure to compile, retain, and disclose the written policy and information required in this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor therefore agrees to credit the Department the sum of $10,000 for each breach of this subsection. The parties acknowledge that these credits are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages.

9.3 Violations of Data Security Requirements

A "Security Breach" in this Section 9 means an unauthorized Access of State Data. Good faith Access of State Data by a Person, as defined in Attachment E – Definitions and Acronyms, does not constitute a security breach, provided that the information is not used for a purpose unrelated to the furtherance of the Contract or subject to further unauthorized Access. However, unauthorized Access includes incidents where Persons with authorized Access for certain purposes otherwise gain Access for unauthorized purposes.

The Contractor agrees that a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, will entitle the State to a credit commensurate with the Department and Customer's internal staffing and administrative costs associated with managing the Security Breach or violation of Section 9.1, Duty to Secure State Data, as determined by the Department. Such credits will not preclude the State from recovering other damages

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it may suffer as a result of the Security Breach or violation of Section 9.1, Duty to Secure State Data.

9.4 Notification Requirements

In the event of a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, or a credible allegation or suspicion of a Security Breach or violation of Section 9.1, Duty to Secure State Data (as determined by the Contractor or the Department), the Contractor must notify the Department's Contract Manager and the affected Customer as expeditiously as practicable, but in all instances no later than one (1) calendar day of knowledge of the Security Breach or credible allegation or suspicion of such.

Notification is required regardless of the number of persons or type of State Data affected or potentially affected. The notification must be clear and conspicuous and include a description of the following:

1. The incident in general terms;
2. The type of information that was subject to the violations of Section 9.1, Duty to Secure State Data, or credible allegation or suspicion of Security Breach;
3. The type and number of entities and individuals who were, or potentially have been, affected by the incident; and
4. The actions taken by the Contractor to protect the State Data from further unauthorized Access. However, the description of those actions in the notice may be general so as not to further increase the risk or severity of the Security Breach.

The Contractor must also as expeditiously as practicable, but no later than thirty-six hours from the time of discovery, set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30) minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information about the Security Breach or suspected Security Breach must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all remedial actions of the Contractor.

9.5 Other Indemnifications and Credit Monitoring

The Contractor shall be fully liable for the actions of all Persons, as defined in Attachment E – Definitions and Acronyms, and shall fully defend, indemnify, and hold harmless the Department, Customers, the State of Florida, its officers, directors and employees from any claims, suits, actions, damages, proceedings, and costs of every name and description, including attorney's fees, to the extent arising or resulting from a violation by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, of Section 9, Data Security, and Section 13, Background Screening and Security, resulting in the Security Breach of State Data. The Contractor shall provide credit monitoring services at its own cost for those individuals affected or potentially affected by a Security Breach of these sections by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, for a twelve-month period of time following the Security Breach.

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SECTION 10. GRATUITIES AND LOBBYING

10.1 Gratuities

The Contractor will not, in connection with the Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying

Funds provided under this Contract shall not be used to violate the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING

11.1 Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiencies and Service Level Agreements

Service Level Agreements (SLAs) dictate the levels of service delivery for individual services. The parties acknowledge that these SLAs contain financial consequences, as required by section 287.058, F.S., are exclusive of any other right to damages, and are not intended to be a penalty. The Contractor therefore agrees to credit the Department consistently with the Contract, including as set forth in Attachment C - Service Level Agreements. Financial consequences that are due to a Customer after the completion of service, or exceed any payment due to the Contractor, shall be submitted by check rather than as a credit.

One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s). The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors.

In addition to the processes set forth in the Contract (e.g., SLAs), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a timeframe specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

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If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount and may suspend or cancel PO(s) or CSA(s) or may suspend work or terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies and the Department may suspend or cancel PO(s) or CSA(s) or may terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination.

11.3 Timely Performance

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to

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commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS

12.1 Performance or Compliance Audits

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to the Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit

Records of costs incurred under terms of the Contract will be maintained in accordance with Subsection 8.3, Document Management and Record Retention. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY

All Contractor employees, subcontractors and agents performing work under the Contract must comply with all security and other requirements of the Department or the Customer.

13.1 Background Screening

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person, hereinafter referred to as "Person" or "Persons," operating under its direction with Access to State Data or who enter either the premises or facilities where State Data is stored or accessible. Contractor is not required to conduct the aforementioned background screening of a Person if that Person does not have Access to State Data and if that Person, whenever on Customer premises or facilities, is escorted by Customer authorized personnel.

The Contractor warrants that all Persons will have passed the background screening described herein before they have Access to State Data or begin performing services

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under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

1. Social Security Number Trace; and
2. Criminal Records (Federal, State, and County criminal felony and misdemeanor, national criminal database for all states which make such information available).

The Contractor agrees that each Person will be screened as a condition prior to performing services or having Access to State Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file. The Contractor will abide by all applicable laws, rules, and regulations including, but not limited to, the Fair Credit Reporting Act and/ any equal opportunity laws, rules, regulations, or ordinances.

13.2 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State Data or directly performing services under the Contract. The disqualifying offenses are as follows:

1. Computer related crimes
2. Information technology crimes;
3. Fraudulent practices;
4. False pretenses;
5. Fraud;
6. Credit card crimes;
7. Forgery;
8. Counterfeiting;
9. Violations involving checks or drafts;
10. Misuse of medical or personnel records; and
11. Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have Access to State Data. The Contractor will consider the following factors only in making the determination: i) nature and gravity of the offense, ii) the amount of time that lapsed since the offense, iii) the rehabilitation efforts of the Person, and iv) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file. The Contractor will promptly notify the Department of any determinations

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made pursuant to this subsection. The Department reserves the right to require removal of any Persons from performing work on the Contract for any reason.

13.2.1 Refresh Screening

The Contractor will ensure that all background screening will be refreshed every five (5) years from the time initially performed for each Person during the term of the Contract.

13.2.2 Self-Disclosure

The Contractor shall ensure that all Persons have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person Access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any Disqualifying Offense. The Contractor shall notify the Department's Contract Manager within twenty-four (24) hours of all details concerning any reported arrest.

13.3 Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon two (2) days prior written notice to the Contractor during the term of the Contract. The Department will have the right to inspect the Contractor's working area, computer systems, and/or location upon two (2) Business Days prior written notice to the Contractor to ensure that Access to State Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

SECTION 14. COMMUNICATIONS AND CONFIDENTIALITY

14.1 Public Statements

The Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements or publicly disseminate any information which concern the Contract or its subject matter, including, but not limited to:

1. disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract,
2. use any statement attributable to the Department or its employees,
3. mentioning the Contract in a press release or other promotional material, or
4. otherwise linking Contractor's name and either a description of the Contract or the name of the State, the Department or any Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

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Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. If provided, the Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

The Contractor will not use the State of Florida seal, name, or logo of the Department or State of Florida, or Contractor's relationship to the Department for any purpose without the prior written consent of the Department.

The Contractor may refer to the Contract as an experience citation with other customers without prior approval.

The Contractor shall have the following obligations with respect to the marketing of this Contract to any Customers:

1. To use its commercially reasonable best efforts to further the promotion, advertising, and marketing of services available under this Contract; and
2. To promote the utilization of this Contract to Other Eligible Users in favor of any other cooperative purchasing contract for similar services.

14.2 Confidential Information

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to Chapter 119, F.S., and sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 15. LICENSING

All services shall include all required licenses for Customers to utilize the services at no additional cost to the Customer. All third-party license costs for Contractor-provided hardware and software shall be the responsibility of the Contractor. The Contract will take precedence over any and all End User License Agreement conflicting terms. Any provisions in an End User License Agreement that require the Department to indemnify the Contractor are inapplicable.

Additional terms affixed to products or services prior to delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, serviceagreements, end user agreements, "clickwrap" agreements, "shrink wrap", "browserwrap",or terms accompanying or affixed to a product or service, whether written or electronic) incorporated onto the Contractor's or subcontractor's order or fiscal forms or other documents forwarded by the Contractor for payment will not be binding on the Department or Customer unless negotiated and agreed to in writing as specified in this section. A Customer may agree to additional terms and conditions specific to the Customer's order that are jointly negotiated and explicitly agreed upon by the Customer. A Customer's acceptance of a product or service or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute an acceptance of the Contractor's or subcontractor's proposed modification to terms and conditions or an agreement to modify or

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add additional terms to this Contract. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 16. PERFORMANCE BOND

Within thirty (30) days of Contract execution, Contractor will deliver to the Department's Contract Manager a performance bond in the amount of $500,000 (five hundred thousand). This shall also apply to any renewal years. The bond shall name the Department as the beneficiary and will be used to guarantee satisfactory performance by the Contractor throughout the term of the Contract.

1. The performance bond shall be maintained throughout the term of the Contract. The performance bond must be issued by an acceptable surety company, as determined by the Department, and which surety must be licensed to do business in the State of Florida. The insurer or bonding company shall pay losses suffered by the State of Florida directly to the Department.
2. The Contractor and insurer or bonding company shall provide the Department prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage, or scope of the performance bond, or of the Contractor's failure to pay bond premiums.
3. The Department shall not be responsible for any premiums or assessments on or in relation to the performance bond.
4. The performance bond is to protect the Department and the State against any loss sustained through failure of the Contractor's performance in accordance with the Contract. No payments shall be made to the Contractor until the performance bond is in place and approved by the Department in writing.
5. Within thirty (30) days of Contract execution, and by Contract execution anniversary each year following, the Contractor shall provide the Department with a surety bond continuation certificate or other acceptable verification that the performance bond is valid and has been renewed for an additional year.
6. The performance bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State of Florida pursuant to the terms of the Contract. In no event shall the performance bond be construed as a penalty bond.
7. No sooner than two (2) years after Contract execution, if it is in the best interest of the State of Florida, as determined by the Department, the Contractor's performance bond may be reduced for the remainder of the term. This reduction shall require an amendment to the Contract with the agreement of both parties.

SECTION 17. CUSTOMER OF RECORD

The Department is considered the Customer of Record for all services for the purposes of the Federal Communications Commission and Customer Proprietary Network Information.

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SECTION 18. SPECIFIC APPROPRIATION

The following is the specific State fund from which the State will make payment under the first year of the Contract:

General Appropriations Act (Florida Law)
2909 SPECIAL CATEGORIES
CENTREX AND SUNCOM PAYMENTS FROM COMMUNICATIONS WORKING CAPITAL TRUST FUND

SECTION 19. MISCELLANEOUS

19.1 Warranty of Contractor's Ability to Perform

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government.

The Contractor shall notify the Department of any regulatory or legal actions filed by any federal, state, or local government entity and any other litigation that could impact the Contractor's ability to perform under this Contract within thirty (30) days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within thirty (30) days of the action being filed. Failure to notify the Department of a legal action within thirty (30) days of the action will be grounds for termination for cause of the Contract.

The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

19.2 Subcontractors, Affiliates, Partners, Teammates, Third-Party Vendors

The Contractor is fully responsible for satisfactory completion of all subcontracted work, including work by affiliates, partners, teammates, and all other third-party vendors, in accordance with the terms and conditions of the Contract.

19.3 Assignment

The Contractor will not sell, assign, or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign the same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

19.4 Independent Contractor

The Contractor is an independent contractor. The Contractor and its employees, agents, representatives, and subcontractors, affiliates, partners, teammates, and all other third-party vendors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or

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conduct of the Contractor or its employees, agents, representatives, or subcontractors, affiliates, partners, teammates, and all other third-party vendors.

19.5 Risk of Loss

Matters of inspection and approval are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within ten (10) days after notification of rejection, and the risk of loss will remain with the Contractor.

Commodities not removed by the Contractor within ten (10) days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

19.6 Safety Standards

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

19.7 Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.8 Time is of the Essence

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

19.9 Waiver

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

19.10 Modification and Severability

With the exception of the process described in Section 5.2, Change Requests, this Contract may only be modified by a written agreement signed by the Department and the Contractor.

Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Attachment C
Service Level Agreements (SLAs)

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within thirty (30) days from Contract execution, in accordance with SOW subsection 2.1 b) Key staff positions will be filled within ninety (90) days of vacancy or within the timeframe established by the Department after a waiver of the ninety (90) day requirement, in accordance with SOW subsection 2.1 c) DMS must receive a notification of a vacancy of a key staff position within fourteen (14) days of the vacancy, in accordance with SOW subsection 2.1	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	a) Should DMS invoke the right to review and approve candidates for key staff positions, the SLA clock will be suspended during the DMS review. b) Should DMS invoke the right to review and approve candidates for key staff positions, the SLA clock will be suspended during the DMS review. c) N/A
	SLA-A2	Final Staffing Organizational Chart	The final Staffing Organizational Chart shall be submitted to the Department no later than thirty (30) days from Contract execution, in accordance with SOW subsection 2.1	$1,000 per day	

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Services and Devices for Mobile Communication Services	SLA-B1	Network-to-Network Interconnection Failover	Failover successfully accomplished within 500 seconds, in accordance with SOW subsection 3.6	$5,000 per connectivity issue incidence $5,000 per quarter hour if the failover is not successful and results in downtime of longer than 500 seconds	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover.
	SLA-B2	Network-to-Network Interconnection Performance Upgrade with MyFloridaNet	Required capacity upgrade must be completed within sixty (60) days, in accordance with SOW subsection 3.6	$3,000 per day	The SLA clock starts when an upgrade is needed as shown and documented in the Contractor's monitoring tools. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.

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	SLA-B3	SLA Compliance Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.18.5	$1,000 per day	
	SLA-B4	Escalation Activity Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.19.1	$1,000 per day	
	SLA-B5	Zero Usage Report	The report will be provided quarterly and provided two (2) Business Days before the January, April, July, and October monthly operational meeting, in accordance with SOW subsection 3.19.2	$1,000 per day	
	SLA-B6	Escalation Procedure Development and Updates	Developed within thirty (30) days of Contract execution, in accordance with SOW subsection 3.19.3 and section 4. Updated within three (3) Business Days of email notification from DMS.	$1,000 per day until developed or until updated	
	SLA-B7	Notification, Planned Maintenance	Notification received two (2) Business Days prior to any planned maintenance, in accordance with SOW subsection 3.20.4 and section 4	$2,500 per failure to notify	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically two (2) Business Days prior to any planned maintenance for which notice is not provided.

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	SLA-B8	Notification, Emergency Maintenance	Notification received at least thirty (30) minutes prior to the emergency maintenance, in accordance with SOW subsection 3.19.4 and section 4	$2,500 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.
	SLA-B9	Notification, Unplanned Maintenance	Notification received within two (2) hours of the unplanned maintenance, in accordance with SOW subsection 3.19.4 and section 4	$2,500 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies two (2) hours after any unplanned maintenance for which notice is not provided.

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	SLA-B10	Migration of Existing Customers	Customer migration will be completed within one-hundred and twenty (120) days of completion of the Services Infrastructure Checklist, in accordance with SOW subsection 3.23	$3.00 per day, and per wireless data/voice device, until completed	The SLA clock stops for incumbent Contractors when all End-users are identified as either migrated or no longer receiving services from the Contractor. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated.
Contractor Meetings with DMS	SLA-C1	Project Management Monthly Review Meeting	A Project Management Monthly Review Meeting must be conducted within fifteen (15) days of acceptance of the Project Charter and monthly thereafter, in accordance with SOW subsection 3.25.3.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.
	SLA-C2	Project Implementation Phase - Project Kickoff Meeting	A Project Kickoff Meeting must be conducted within fifteen (15) days of acceptance of the Project Charter, in accordance with SOW subsection 3.25.4.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.
Project Management	SLA-D1	Project Charter	A Project Charter is due within four (4) weeks of Contract execution, in accordance with SOW subsection 3.26.1.1	$1,000 per day	

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	SLA-D2	Project Management Plan	A Project Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.2	$1,000 per day	
	SLA-D3	Readiness Plan	A Readiness Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.3	$1000 per day	
	SLA-D4	Communications Management Plan	A Communications Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.4	$1000 per day	
	SLA-D5	Risk Management Plan	A Risk Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.5	$1000 per day	
	SLA-D6	Requirements Management Plan	A Requirements Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.6	$1000 per day	
	SLA-D7	Disaster Recovery Plan	A Disaster Recovery Plan is due within three (3) months of Contract execution, in accordance with SOW subsection 3.26.1.7	$1,000 per day	
	SLA-D8	Project Management Implementation Phase Schedule	After acceptance of the Project Charter, a Project Management Implementation Phase Schedule is due every two (2) weeks by noon ET on Fridays, in accordance with SOW subsection 3.26.2.1	$250 per day	

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	SLA-D9	Project Management Tracking Logs	Project Management Tracking Logs must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.2	$250 per day	
	SLA-D10	Project Status Reports	Project Status Reports must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.3	$250 per day	
	SLA-D11	Guides	Guides must be provided within three (3) months of Contract execution and within one (1) week, or as otherwise specified by DMS, upon requested updates, in accordance with SOW subsection 3.26.3	$250 per day	
	SLA-D12	Project Closure Documentation	Project Closure Documentation must be provided within one (1) month from the close of the Project Implementation Phase, in accordance with SOW subsection 3.26.4	$250 per day	
	SLA-D13	Implementation Plan	A Project Implementation Plan must be provided within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.5.1	$1,000 per day	
	SLA-D14	Incumbent Contractor Weekly Migration Report	An Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.b	$1,000 per day	

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	SLA-D15	Non-incumbent Contractor Weekly Migration Report	A Non-Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.c	$1,000 per day	
	SLA-D16	Individual Customer Specific Migration Plans	Individual Customer-Specific Migration Plans must be provided within four (4) weeks of written notification of the requirement, in accordance with SOW subsection 3.26.5.2	$500 per day	
	SLA-D17	Services Infrastructure Checklist	The Services Infrastructure Checklist must have all items completed and be accepted by the Department within the timeline agreed to in writing in the Implementation and Migration Plan, in accordance with SOW subsection 3.27	$10,000 per day	
Public Safety	SLA-E1	Public Safety Service Plans and Devices Report	The Public Safety Service Plans and Devices Report will be provided monthly, two (2) Business Days before the Monthly Operational Meeting, in accordance with SOW section 4.7	$1,000 per day	
Business Operations	SLA-F1	Invoicing	Complete and accurate invoices must be submitted no later than the 10th day of the month for services in arrears, in accordance with SOW subsection 5.10	$1,000 per day	The SLA clock stops when the timestamp for when the complete and accurate electronic billing file is submitted to the Department.
	SLA-F2	Application of Billing Credits	Apply each credit in the first available billing cycle after the credit has been determined, in accordance with SOW subsection 5.10	$1,000 per day	The SLA clock stops based upon the timestamp for when the complete and accurate electronic billing file is submitted to the Department.

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Direct Ordering and Billing	SLA-G1	Cost Recovery Payment to DMS	An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2	$1,000 per day	The SLA clock stops the date the check is deposited into the DMS account.
	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 15th of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	$1,000 per day	
	SLA-G3	Direct-Billed Accounts Quarterly Report	A Direct-Billed Accounts Quarterly Report will be provided no later than the 15th of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	$1,000 per day	

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Department of
MANAGEMENT
SERVICES
Division of State Technology

Mobile Communications Services

Business Case

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1 Executive Summary

1.1 Purpose

The Department of Management Services (Department) has gathered information needed for the Department and key stakeholders to make an informed decision related to the Department's options for the procurement of the next generation of mobile communication services (MCS). The goal of the information gathering was to develop a business case providing a recommendation for the best and most appropriate business model and procurement options that provide long-term value to the state.

Inspired Technologies, Inc. was contracted to assist the Department's development of this business case in accordance with Section 287.0571, Florida Statutes (F.S.). The statute requires a business case to evaluate feasibility, cost-effectiveness, and efficiency before the state agency proceeds with any outsourcing of services.

This business case focuses specifically on three key elements of MCS: (1) current technology options for mobile communication services in parallel with the State needs; (2) data analysis on industry business models which are optimal for next generation MCS; and (3) best practice recommendations for implementation of such technology and the appropriate business model. The current MCS contracts are with multiple service providers to provide wireless voice and data services and equipment, including data cards, tablets, telemetry devices, feature phones, smartphones, and Push to Talk (PTT) phones.

In summary, this document provides substantive information that can be utilized to make informed decisions about the future business model and procurement options of MCS.

1.2 Detailed Description of Services

Section 287.0571 (4)(a), F.S. - A detailed description of the service or activity for which the outsourcing is proposed.

The objective of MCS is to provide SUNCOM customers the ability to purchase wireless voice and data services and equipment, including options for Public Safety Customers. SUNCOM customers are a combination of State of Florida agencies, and Other Eligible Users (OEUs), as defined in Chapter 282, F.S. SUNCOM customers are currently able to purchase from multiple service pricing plans which include voice per minute rates for in-state and out-of-state calls, fixed rate plans, unlimited call packages, data-only plans, voice-only plans, voice and data bundled plans, pooling and non-pooling plans, and group mobile-to-mobile rate plans. SUNCOM customers are able to purchase equipment which includes select free standard cell phones, data-cards, hotspot devices, and PTT phones with associated monthly service plans. Additionally, there are options for discounted phones, smartphones, and data-only devices when required. SUNCOM customers are able to purchase accessories including hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters, and car kits.

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1.3 Current Service Performance

Section 287.0571 (4)(b), F.S. A description and analysis of the state agency's current performance, based on existing performance metrics if the state agency is currently performing the service or activity.

In January 2012, the Department entered into contracts, through a competitive procurement, with AT&T Mobility, Sprint, and Verizon Wireless to establish MCS. The total spending under these contracts is approximately $82 million annually. Verizon Wireless accounts for $70 million, AT&T Mobility accounts for approximately $7 million, and Sprint accounts for approximately $5 million.

Having contracts with three services providers enables a SUNCOM customer to choose the service provider which offers the customer the best options. Wireless service geographic coverage varies by service provider, for example, and letting the customer decide which coverage is most beneficial is a great advantage of the multi-contract procurement model. Also, the service providers are incentivized to continue improving their service offerings and adjust pricing to attract and keep customers.

1.4 Goals for Proposed Outsourcing

Section 287.0571 (4)(c), F.S. The goals desired to be achieved through the proposed outsourcing and the rationale for such goals.

The Department's goals to be achieved in future contracts are:

- Determine the best long-term value to the State;
- Maintain cost structures with improved service integration;
- Ensure adaptability for future technology, customer needs, and evolving industry standards; and
- Provide the highest levels of customer service.

The current MCS portfolio is utilized throughout the state. As a result, agencies have built processes and dependencies that rely on the portfolio offering that is in service today. Agencies use of these services vary widely depending on the specific mobile communications needs of each specific agency. This requires the MCS vendors to offer a broad array of products and services.

1.5 Outsourcing Authority

Section 287.0571 (4)(d), F.S.- A citation to the existing or proposed legal authority for outsourcing the service or activity.

Pursuant to Section 282.703, F.S., the Department is to design, engineer, implement, manage, and operate through state ownership, commercial leasing, contracted services, or some combination thereof, the facilities, equipment, and contracts providing SUNCOM Network services, and is to develop a system of equitable billings and charges for telecommunications services. The Department's Division of State Technology (DST) is tasked with this mission of providing superior telecommunications services more cost effectively to state and local governments, educational institutions, libraries, and non-profit organizations by achieving economies of scale with enterprise planning and procurement.

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1.6 Descriptions of Available Options

Section 287.0571 (4)(e), F.S. - A description of available options for achieving the goals. If State employees are currently performing the service or activity, at least one option involving maintaining state provision of the service or activity shall be included.

This business case examines options specifically for the scope of continued support, features, and offerings following the expiration of the current MCS contracts in January 2022. The options evaluated are insourcing, performing an outsourced competitive solicitation, and combinations of both outsource and insource. The options are:

Insource - Is an organization's performing a service internally. Insourcing is a business decision that is often made to maintain control of critical functions or competencies that are essential to the organization's mission.

Outsource - Is the contracting out of a service to a third party. Outsourcing can be a way to take advantage of third-party experience and efficiency.

Combinations of Insource and Outsource - Services provided by a combination of existing state employee full-time equivalent (FTE) positions, with vendors providing elements of operations that fall outside of the administrative, physical, or technical capabilities of the Department.

This business case examines a competitive procurement option, an Invitation to Negotiate. In Florida, competitive procurement is governed by Section 287.057, F.S., and Rule 60A-1, Florida Administrative Code. The three types of competitive procurement are:

Invitation to Bid (ITB*)* – Used when a state agency provides all technical specifications and awards on lowest price.

Request for Proposal (RFP) – Used when a state agency has determined it is not practicable to use an ITB. The state agency provides all technical specifications, and responses are evaluated on the vendor's proposed services and price.

Invitation to Negotiate (ITN) – Used when a state agency determines that negotiations with one or more vendors may be necessary to enable the state agency to receive the best value. The best value is based on factors such as price, quality, design and workmanship. This option works best when highly technical or complex services are being acquired. The price structure for services is often negotiated. The current MCS contracts were solicited as an ITN.

1.7 Recommendation Methodology

The Department has multiple contracts for MCS that are nearing expiration. This business case examines options and business models for the evolution of MCS, and the advantages and risks of each. The business case takes into consideration the statutory requirements and evaluates whether to insource these services, outsource these services, or to provide these services using a combination of existing Department resources and outsourcing.

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Throughout the document, there are numerous recommendations and discussion points for consideration. The business case recommendations can be found in Section 7 Business Case Recommendations Summary.

2 Background

Mobile Communication Services Contracts and Portfolio of Products & Services (Prior to 2011):

Multiple contracts were made available to SUNCOM customers, separately offering wireless data and voice services:

1. Department of Management Services, State Purchasing, State Term Contract
    - Wireless Voice Services Contract with Verizon Wireless for cell phones voice only services.
2. Western State Contracting Alliance, Alternate Source Contract
    - Wireless Voice Services –Contract with AT&T and Sprint/Nextel for cell phones voice only services.
3. Department of Management Services, Division of State Technology, Enterprise Contract
    - Wireless Data Services– Contracts with AT&T Mobility, Sprint and Verizon Wireless for wireless data services (air cards)

Mobile Communication Services Contracts and Portfolio of Products & Services (2012 - Present):

Multiple contracts are made available through the Department's SUNCOM offerings. The current MCS service providers are AT&T, Sprint, and Verizon. Each of these contracts provide for the purchase of wireless voice and data equipment, services, and accessories. Public safety options, discussed further in Section 3.9 below, are available to DMS Customers. MCS services are interoperable with other SUNCOM services, including network integration with MyFloridaNet. State agencies have the option to route MCS traffic through their security perimeter to perform additional screening and filtering. The contracts contain stringent Service Level Agreements (SLAs) to manage vendor's service performance and to perform Key Performance Indicators measurements.

These contracts provide for the purchase of wireless voice and data equipment, services for data-cards, tablets, telemetry devices, feature phones, Smartphones, BlackBerrys, PTT phones and services, and accessories. Service pricing plans include voice per minute rates for in-state and out-of-state calls, as well as several fixed rate plans, unlimited call packages, data-only plans, voice-only plans, voice and data bundled plans, pooling and non-pooling plans, and group mobile to mobile rate plans. These contracts have been renewed to January 2022.

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3 Revenue, Technology, and Business Model Analysis & Recommendation

3.1 Description of Current Contract Revenue

The financial analysis below is based on total customer revenue.

Top 20 Customers in Total Revenue:

CUSTOMER NAME	Category	2014/2015	2015/2016	2016/2017	2017/2018	Total
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES	State	$ 1,518,850	$ 3,123,577	$ 3,461,764	$ 1,314,405	$ 9,418,596
CITY OF TAMPA	OEU	$ 592,943	$ 1,311,382	$ 1,456,873	$ 751,973	$ 4,113,171
FLORIDA DEPARTMENT OF HEALTH	State	$ 484,778	$ 1,026,486	$ 1,395,200	$ 788,039	$ 3,694,504
SCHOOL BOARD OF MIAMI DADE	OEU	$ 28,143	$ 1,039,563	$ 1,242,495	$ 717,295	$ 3,027,495
JACKSONVILLE SHERIFF'S OFFICE	OEU	$ 264,191	$ 917,121	$ 994,134	$ 498,354	$ 2,673,800
BROWARD SHERIFF'S OFFICE	OEU	$ 493,039	$ 881,232	$ 874,764	$ 398,797	$ 2,647,831
ORANGE COUNTY SHERIFF'S OFFICE	OEU	$ 486,972	$ 854,222	$ 841,278	$ 453,132	$ 2,635,604
PALM BEACH COUNTY SHERIFF'S OFFICE	OEU	$ 367,897	$ 656,829	$ 815,645	$ 326,481	$ 2,166,852
HILLSBOROUGH COUNTY DATA	OEU	$ 285,547	$ 653,503	$ 758,020	$ 369,678	$ 2,066,748
CITY OF JACKSONVILLE	OEU	$ 269,985	$ 584,671	$ 507,660	$ 665,932	$ 2,028,248
CITY OF TALLAHASSEE	OEU	$ 321,878	$ 660,553	$ 683,448	$ 346,118	$ 2,011,997
DEPARTMENT OF CORRECTIONS - OFFICE OF INFORMATION TECHNOLOGY	State	$ 1,954	$ 6,527	$ 811,902	$ 999,442	$ 1,819,824
DEPARTMENT OF CHILDREN AND FAMILIES - ORLANDO	State	$ 394,943	$ 491,350	$ 584,548	$ 344,904	$ 1,815,744
PINELLAS COUNTY SHERIFF'S OFFICE	OEU	$ 285,553	$ 569,949	$ 556,825	$ 325,349	$ 1,737,677
NORTH BROWARD HOSPITAL DISTRICT	OEU	$ 223,998	$ 452,970	$ 519,231	$ 402,864	$ 1,599,063
CITY OF MIAMI BEACH DATA	OEU	$ 170,922	$ 517,493	$ 559,048	$ 340,283	$ 1,587,746
CITY OF ORLANDO EMERGENCY OPERATIONS CENTER	OEU	$ 213,344	$ 475,293	$ 521,522	$ 222,511	$ 1,432,670

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JACKSONVILLE ELECTRIC AUTHORITY, CITY OF JACKSONVILLE	OEU	$	235,600	$	444,121	$	477,780	$	249,551	$	1,407,052
DEPARTMENT OF CHILDREN AND FAMILIES - NORTHEAST ZONE	State	$	193,662	$	395,866	$	645,868	$	154,524	$	1,389,921
POLK COUNTY SHERIFF'S OFFICE DATA	OEU	$	219,271	$	490,398	$	448,582	$	188,246	$	1,346,497
GRAND TOTAL		$	7,053,470	$	15,553,106	$	18,156,587	$	9,857,877	$	50,621,040

Figure 1 – Top 20 Customers in Total Revenue

Top 20 State Customers in Total Revenue:

CUSTOMER NAME	Category	2014/2015	2015/2016	2016/2017	2017/2018	Total
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES	State	$ 1,518,850	$ 3,123,577	$ 3,461,764	$ 1,314,405	$ 9,418,596
DEPARTMENT OF HEALTH	State	$ 484,778	$ 1,026,486	$ 1,395,200	$ 788,039	$ 3,694,504
DEPARTMENT OF CORRECTIONS - OFFICE OF INFORMATION TECHNOLOGY - TALLAHASSEE	State	$ 1,954	$ 6,527	$ 811,902	$ 999,442	$ 1,819,824
DEPARTMENT OF CHILDREN AND FAMILIES - ORLANDO	State	$ 394,943	$ 491,350	$ 584,548	$ 344,904	$ 1,815,744
DEPARTMENT OF CHILDREN AND FAMILIES - NORTHEAST ZONE	State	$ 193,662	$ 395,866	$ 645,868	$ 154,524	$ 1,389,921
FLORIDA DEPARTMENT OF LAW ENFORCEMENT	State	$ 187,137	$ 393,032	$ 429,967	$ 222,934	$ 1,233,070
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATIONS	State	$ 164,328	$ 383,284	$ 423,833	$ 258,025	$ 1,229,470
FLORIDA FISH AND WILDLIFE COMMISSION	State	$ 153,456	$ 315,160	$ 312,445	$ 185,128	$ 966,189
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES	State	$ 126,728	$ 309,969	$ 348,319	$ 158,630	$ 943,645
DEPARTMENT OF CHILDREN AND FAMILIES	State	$ 111,498	$ 282,740	$ 388,855	$ 116,905	$ 899,998
DEPARTMENT OF FINANCIAL SERVICES - DIVISION OF REHABILITATION AND LIQUIDATED DAMAGES	State	$ 106,317	$ 228,075	$ 251,080	$ 116,070	$ 701,542

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FLORIDA DEPARTMENT OF CORRECTIONS - DISTRICT 4	State	$	24,085	$	154,936	$	512,859			$	691,880
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	State	$	81,873	$	208,520	$	226,449	$	125,385	$	642,227
DEPARTMENT OF CHILDREN AND FAMILIES - SUNCOAST REGION	State	$	2	$	147,862	$	323,048	$	154,924	$	625,835
DEPARTMENT OF CHILDREN AND FAMILIES - OFFICE OF FINANCIAL SUPPORT	State	$	65,799	$	152,824	$	195,937	$	106,878	$	521,438
DEPARTMENT OF LEGAL AFFAIRS	State	$	62,409	$	166,672	$	168,173	$	93,625	$	490,880
FLORIDA DEPARTMENT OF CORRECTIONS - REGION 3	State	$	77,026	$	184,647	$	208,562			$	470,236
DEPARTMENT OF CHILDREN AND FAMILIES - CHILDREN'S NETWORK SOUTHWEST	State	$	72,916	$	128,726	$	163,996	$	76,643	$	442,280
FLORIDA DEPARTMENT OF CORRECTIONS - REGION 2	State	$	70,195	$	203,343	$	160,558			$	434,096
DEPARTMENT OF CHILDREN AND FAMILIES - NORTHWEST REGION	State	$	60,386	$	139,973	$	159,447	$	73,741	$	433,547
GRAND TOTAL		$	3,958,342	$	8,443,569	$	11,172,809	$	5,290,202	$	28,864,922

Figure 2 – Top 20 State Customers in Total Revenue

Top 20 Other Eligible Users (OEUs) in Total Revenue:

CUSTOMER NAME	Category	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY OF TAMPA	OEU	$ 592,943	$ 1,311,382	$ 1,456,873	$ 751,973	$ 4,113,171
MIAMI COUNTY PUBLIC SCHOOLS	OEU	$ 28,143	$ 1,039,563	$ 1,242,495	$ 717,295	$ 3,027,495
JACKSONVILLE SHERIFF'S OFFICE	OEU	$ 264,191	$ 917,121	$ 994,134	$ 498,354	$ 2,673,800
BROWARD SHERIFF'S OFFICE	OEU	$ 493,039	$ 881,232	$ 874,764	$ 398,797	$ 2,647,831
ORANGE COUNTY SHERIFF'S OFFICE	OEU	$ 486,972	$ 854,222	$ 841,278	$ 453,132	$ 2,635,604
PALM BEACH COUNTY SHERIFF'S OFFICE	OEU	$ 367,897	$ 656,829	$ 815,645	$ 326,481	$ 2,166,852
HILLSBOROUGH COUNTY DATA	OEU	$ 285,547	$ 653,503	$ 758,020	$ 369,678	$ 2,066,748
CITY OF JACKSONVILLE	OEU	$ 269,985	$ 584,671	$ 507,660	$ 665,932	$ 2,028,248
CITY OF TALLAHASSEE	OEU	$ 321,878	$ 660,553	$ 683,448	$ 346,118	$ 2,011,997
PINELLAS COUNTY SHERIFF	OEU	$ 285,553	$ 569,949	$ 556,825	$ 325,349	$ 1,737,677

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NORTH BROWARD HOSPITAL	OEU	$	223,998	$	452,970	$	519,231	$	402,864	$	1,599,063
CITY OF MIAMI BEACH DATA	OEU	$	170,922	$	517,493	$	559,048	$	340,283	$	1,587,746
CITY OF ORLANDO - EMERGENCY OPERATIONS CENTER	OEU	$	213,344	$	475,293	$	521,522	$	222,511	$	1,432,670
JACKSONVILLE ELECTRIC AUTHORITY, CITY OF JACKSONVILLE	OEU	$	235,600	$	444,121	$	477,780	$	249,551	$	1,407,052
POLK COUNTY SHERIFF'S OFFICE DATA	OEU	$	219,271	$	490,398	$	448,582	$	188,246	$	1,346,497
CITY OF FORT LAUDERDALE DATA	OEU	$	212,148	$	377,340	$	439,911	$	168,516	$	1,197,915
WEST PALM BEACH PUBLIC SAFETY	OEU	$	172,390	$	389,970	$	419,190	$	169,852	$	1,151,402
MARION COUNTY SHERIFF'S OFFICE	OEU	$	165,963	$	370,710	$	373,888	$	218,241	$	1,128,802
COLLIER COUNTY SHERIFF'S OFFICE	OEU	$	191,137	$	327,097	$	389,192	$	185,620	$	1,093,046
LEE COUNTY - BOARD OF COUNTY COMMISSIONERS	OEU	$	144,059	$	333,641	$	395,758	$	213,754	$	1,087,212
GRAND TOTAL		$	5,344,979	$	12,308,058	$	13,275,243	$	7,212,547	$	38,140,828

Figure 3 – Top 20 OEU Customers in Total Revenue

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3.2 Mobile Communications Service Technology - Networks

The wireless industry consistently experiences increasing demand for network functionality. With increasingly versatile internet-enabled equipment such as smart phones, televisions, personal computers, and tablets, consumers have a growing need and demand for immediate access to voice, video, and data services.

This demand is driving the wireless industry to support new levels of enterprise productivity for enhanced mobile solutions. Platforms are increasingly open, supporting an explosion of new applications and services directly to the mobile user. Service provider options are multiplying each day as businesses find themselves in a race to capture market share and revenue from new services. Businesses are responding to demand by boosting capabilities and introducing new technology as quickly as possible. Capital investment in network development and infrastructure has risen to unprecedented levels. This includes upgrading core network transport capacity, growing high-capacity access in major metropolitan areas, extending fiber optic lines closer to consumers, adding high-speed residential broadband technology to legacy phone networks, and improving content serving and distribution technologies[2].

The wireless industry is currently using Fourth-generation, Long-Term Evolution (4G LTE), technology, as defined by the radio sector of the International Telecommunication Union (IUT-R). These standards were set in March 2008. For mobile use, including smartphones, and other internet-enabled equipment, connection speeds need to have a peak download speeds of at least 100 megabits per second, and for more stationary uses such as mobile hotspots, at least 1 gigabit per second. Global capital spending on fifth-generation (5G LTE) technology is increasing much like the marketplace experienced with the evolution of 4G LTE technology. Today, 4G LTE provides the framework for the fastest connection available for wireless networks, which varies based upon wireless carrier and service topology. As the next evolution comes to reality, increased connection speeds and capabilities will improve as well.

5G LTE technology will utilize unique radio frequencies not used currently in 4G. 4G networks use frequencies below 6 GHz, and 5G will likely use extremely high frequencies in the 30 GHz to 300 GHz range. These higher frequencies are less congested with existing cellular data and will support a larger capacity for data. At its peak, 5G can be up to 20 times faster than 4G. Limited 5G demonstrations have taken place, with carriers anticipating the 5G release in test markets in late 2018, increasing the release in 2019 through 2020.

Some projections forecast that demand for additional network capacity will increase 25-fold over the next 3 years[3]. Each major improvement in network speed and capacity generates new services, devices, and applications that raise consumer expectations, using up the added capacity and creating the requirement to add even more capacity. For telecommunications, the standard will be continuous waves of increased demand and increased network capacity.

Improved coverage throughout the state remains a high priority for customers. Customers expect coverage not only in metropolitan areas with multiple carrier options, but also in rural and coastline areas. Currently service is provided by multiple carriers utilizing 3G and 4G LTE technology. Where coverage challenges exist in rural areas, coverage may be reduced to a

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single carrier providing 3G technology, which does not provide the latest technical and is sometimes limited in data service capabilities, meaning data applications on smartphones do not work as expected.

Coupled with the demand for improved rural coverage is the demand for improved coverage within buildings. A barrier to this is building penetration, which is continually hampered by thick concrete and steel structures. To address this issue, many buildings are being equipped at the time of new construction or retro fitted with Distributed Antenna Systems (DAS) to extend coverage inside a building. As the evolution from 4G to 5G takes place over the coming years, the state should see improvements in this particular area due to the increased density of towers and small cell deployments, which is a requirement for the implementation of 5G technology.

3.3 Mobile Communications Service Technology - Equipment

Equipment available under the current MCS contracts includes cellular phones, smartphones, data-cards, tablets, telemetry devices, feature phones, and push-to-talk phones. Associated accessories are also available, which includes hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters, and car kits.

During the duration of new MCS contracts, equipment must be compatible with the latest generation of wireless communication. The Department will need to ensure access to future releases of cellular phones and other internet-enabled equipment are compatible with 5G networks and other future generations of wireless networks. This should include devices that are band 14 enabled or otherwise appropriate for Public Safety Customers.

As the industry continues to see growth and development of new cellular phone features with other internet-enabled technology, emerging technologies may be incorporated into future cellular phone releases including facial recognition technology, augmented reality, improved durability, and longer battery life[1].

3.4 Mobile Network Operator versus Mobile Virtual Network Operator

A mobile network operator (MNO) is a wireless telecommunications provider that owns, manages, and controls all elements necessary to implement, sell, and deliver mobile services to the customer. These elements include radio spectrum allocation, network infrastructure, billing support resources, customer service resources, handset management, provisioning of software, and distribution channels for product and service delivery. In addition to obtaining market share by offering its own services an MNO may also allow or sell access to network services at wholesale rates to mobile virtual network operators (MVNO).

MVNO platforms do not supply spectrum, network routing and interconnectivity, but they provide application services, customer care, billing, handset management, and distribution channels for products and services. Also, commonly handled within the MVNO framework are “second brands” of incumbent MNOs and “branded resellers” that resell an MNO’s products and services

[1] https://mobilebusinessinsights.com/2018/01/future-technology-of-mobile-phones-what-can-you-expect-to-see-at-mobile-world-congress-2018/

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under their own brand and are essentially a specialized marketing and sales distribution channel.

The current DMS MCS model is essentially an MVNO hybrid of second brands and branded reseller. DMS acts as a branded reseller for all products in the MCS platform except for air card services. For the air card services platform DMS provides customer support, billing, handset management, and distribution and sales.

3.5 Leverage Existing State Infrastructure

Currently there is no state telecommunications infrastructure that is used for the mobile communication services platform.

3.6 Interoperability

Network interoperability has become increasingly important in the telecommunications industry. The basic idea behind interoperability is the ability for two or more networks, systems, devices, applications or components to communicate. With respect to the telecommunications industry, interoperability refers to the interworking of telecom services over multi-vendor, multi-carrier inter-connections. As networks continue to grow and diversify with the 5G and IoT era on the horizon, it is important they can interoperate to enable end-to-end communication.

Devices can interoperate with other devices either by adhering to a common protocol standard, abiding by a published interface standard or situating a gateway between them capable of translating each device's protocols. These common protocol standards serve as a platform for manufacturers, which note all the necessary components for interoperability into various systems and products.[2] Although interoperability has improved in the telecommunications industry, service providers are continuing to work towards interconnection of 5G and IoT devices through network infrastructure enhancement and uniformity of standards.

3.7 Security

Service Providers must provide device and network security, and responsiveness to ever changing security risk in today's telecommunication environment. Threats to the government's use of mobile devices are real and exist across all elements of provider networks and mobile devices. The stakes for government users are high. Government mobile devices — despite being a minor share of the overall market — present an avenue to attack back-end systems containing data on Floridians in addition to sensitive information relevant to government functions. Mobile devices hold significant amounts of sensitive information, whose compromise could adversely impact State and OEU operations. Additionally, databases controlled by the State and OEUs hold tremendous amounts of personally identifiable information that could be used to compromise financial wellbeing, privacy, or identity.

Threats range from advanced attacks, to organized crime using advanced fraud technologies, to simple theft of mobile phones. The threats to government users of mobile devices include the

[2] RCRWireless News (April 2018) *The Role of Network Interoperability in Telecommunications*. Retrieved on January 28, 2019 at https://www.rcrwireless.com/20180419/the-role-of-network-interoperability-in-telecommunications-tag27-tag99

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same threats that target consumers, e.g., call interception and monitoring, user location tracking, attackers seeking financial gain through banking fraud, social engineering, ransomware, identity theft, or theft of the device, services, or any sensitive data. Government users may be subject to additional threats simply because they are government employees.

Areas of security vulnerability include:

- Mobile device technology stack, including mobile operating systems and lower level device components
- Mobile applications
- Networks (e.g., cellular, Wi-Fi, Bluetooth) and services provided by network operators
- Device physical access
- Enterprise mobile services and infrastructure, including mobile device management, enterprise mobile app stores and mobile application management

Guidance and best practice is identified for providers and customers through the U.S. Department of Commerce, National Institute of Standards and Technology, other government agencies, non-government organizations and private industry. Although security has improved, significant improvements still need to be made in this area as well as hardening on the new 5G network protocols, which are currently in development[3].

3.8 Operational Support

Operational support has transformed to meet the consumer's increasing needs related to increasing complex technology. Many service providers are now able to allow customers to self-manage account profiles and utilize self-service tools via online portals. This allows customers to self-manage inventory management, security management, policy management, and support management, which is not always appropriate for all customers depending on their technical staff and complexity of their needs. Customer care and operational support is provided in all service levels of the MNO and MVNO framework except for the branded reseller platform which focuses only on distribution.

The Department should require operational support for all operational needs including billing and technical support. The expectations of a service provider include trouble ticket systems, access to skilled technicians, access to skilled billing staff, policy enforcement, quality control and assurance, monitoring tools, and performance reporting. Service provider should allow customers the option to self-manage accounts. Service provider should function to a world class standard of customer focused service delivery, consistently striving for customer satisfaction that evolves with the technology over time.

[3] United States Department of Homeland Security (April 2017). *Study on Mobile Devices*. Retrieved on August 15, 2017 at https://www.dhs.gov/sites/default/files/publications/DHS%20Study%20on%20Mobile%20Device%20Security%20-%20April%202017-FINAL.pdf

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3.9 Public Safety

Mobile technology continues to play a key role in today's public safety network. Service providers are working with the public safety community on enhanced emergency and first responder features.

FirstNet was established by the Middle Class Tax Relief and Job Creation Act of 2012 ("Act"). Under the Act, FirstNet is responsible for ensuring that all components of the Nationwide Public Safety Broadband Network (NPSBN), are built, deployed, operated, and maintained. The NPSBN provides services to public safety entities throughout the nation.

FirstNet is an independent federal authority with a statutory duty and responsibility to take all actions necessary to ensure the building, deployment, and operation of the NPSBN based on a single, national network architecture.

Mobile providers are now working to build out public safety networks, including FirstNet, dedicated to first responders. Key elements of the public safety networks are developed to enable first responders to communicate and coordinate during emergencies, large events, or other situations where commercial networks can become congested. Therefore, focus has been placed on priority and preemption, which allows providers to shift commercial traffic to other areas of their respective networks, allowing first responders seamless communication.

3.10 Compliance

The Federal Communications Commission (FCC) mandates all mobile network operators and all mobile virtual network operators comply with standards and requirements defined for all telecommunications service providers. Compliance with all Federal Americans with Disabilities Act (ADA), Health Insurance Portability and Accountability Act (HIPAA) and Communications Assistance for Law Enforcement Act (CALEA) must be maintained. In addition to Federal mandates, state and local regulatory requirements must also be met to provide services within a given geographic region as appropriate.

3.11 Recommended Communication Services Technology

The following recommendation is provided for the MCS platform:

1. The Department should embrace solutions that allow the MCS contracts to easily evolve with changing technology and industry offerings without delays in service offerings.

2. The Department should ensure providers are ready to offer mobile communication network capabilities to all users with minimal cost related to new mobile devices and demonstrate a commitment to offer the latest generation of technology throughout the life of the contract.

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3. The Department should work with service providers to ensure network and mobile device security continues to develop in accordance with security related standards and best practices.

4. The Department should support customers in managing security practices within their control.

5. The Department should ensure providers are able to offer a wide variety of equipment and accessories, fulfilling the diverse needs of the MCS customers.

6. The Department should ensure providers are able to offer world class customer service.

7. The Department should ensure public safety spectrum networks are offered by service providers to appropriate eligible users.

4 Market Conditions and Trends

Section 287.0571 (4)(g), F.S. A description of the current market for the contractual services that are under consideration for outsourcing.

4.1 Introduction

This analysis is intended to meet the statutory requirement of Section 287.0571(4)(g), F.S., which requires "a description of the current market for the contractual services that are under consideration for outsourcing." Information used for this analysis was gained through a number of methods and sources including:

- Discussions with the Department's staff and management;
- Review of extensive data and information provided by the Department regarding SUNCOM operations and billing;
- Review of current MCS contracts including amendments;
- Research on evolving mobile communication service offerings of large providers;
- Review of industry research

4.2 Market Conditions and Trends - Networks

The mobile communications industry has evolved drastically over the past 10 years as data driven customers with numerous technical devices consume more bandwidth. During this time, mobile network operators (MNO) have expanded their service offerings and overhauled their price plans to meet explosive demand, while rising capital expenditures underline the ongoing need to upgrade network capabilities. The mobile communications industry will continue to evolve over the next few years and beyond. Boundaries will blur among product categories as a

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range of industry actors shape customer demand. New partnerships will play an ever more important role in driving new technology and innovation.

The push for the next evolution of mobile technology is the consumers desire to seamlessly transition between voice and data capabilities ubiquitously as they move from location to location utilizing mobile and Wi-Fi services. As seen in the migration from 3G to 4G, the 5G technology is predicted to drastically increase data usage per user. Future networks will require fast rollouts, significant capacity, agile, flexible, on-demand and software-oriented telecommunication technologies.

4.3 Market Conditions and Trends - Equipment

Demand for internet-enabled equipment, including smartphone, tablets, laptops, and public safety equipment, continues to grow. Market penetration by cheaper imports is increasing. These imports are both manufactured and distributed by foreign companies, as opposed to domestic smartphones, which are still manufactured by foreign companies but marketed and distributed by domestic companies. Foreign manufacturers are actively producing lower-priced smartphone models to siphon off a share of the lucrative US smartphone market. Thus, buyers have a wider range of products and prices to choose from, which boosts competition and buyer power. In addition, the influx of imports has forced larger suppliers to develop their own cheaper alternatives to remain competitive at the low end of the market.

Buyers of internet-enabled equipment have also been benefiting from low price volatility during the past three years. Although smartphones are costly, low price volatility indicates that buyers need not worry about sudden price shifts. Furthermore, even though vendors release newer and costlier versions of smartphones annually, increasing market saturation will limit price growth in the coming years as consumers become less willing to pay more for cosmetic updates.

4.4 Market Conditions Recommendations

The following recommendations are based on market conditions:

1. The Department should consider established wireless carriers, and wireless carriers that are emerging in the market that could possibly provide lower cost options.
2. The Department should consider tiered volume-based options with wireless carriers, creating the opportunity for discounts.
3. The Department should consider a wide range of equipment to cover basic and high-end mobile capabilities.

5 Options & Cost Benefit Analysis

Section 287.0571 (4)(h), F.S. A cost-benefit analysis documenting the direct and indirect specific baseline costs, savings, and qualitative and quantitative benefits involved in or resulting from the

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implementation of the recommended option or options. Such analysis must specify the schedule that, at a minimum, must be adhered to in order to achieve the estimated savings. All elements of cost must be clearly identified in the cost-benefit analysis, described in the business case, and supported by applicable records and reports. The State agency head shall attest that, based on the data and information underlying the business case, to the best of his or her knowledge, all projected costs, savings, and benefits are valid and achievable. As used in this section, the term "cost" means the reasonable, relevant, and verifiable cost, which may include, but is not limited to, elements such as personnel, materials and supplies, services, equipment, capital depreciation, rent, maintenance and repairs, utilities, insurance, personnel travel, overhead, and interim and final payments. The appropriate elements shall depend on the nature of the specific initiative. As used in this paragraph, the term "savings" means the difference between the direct and indirect actual annual baseline costs compared to the projected annual cost for the contracted functions or responsibilities in any succeeding State fiscal year during the term of the contract.

Consideration of options for procurement of MCS was performed after careful review of mobile telecommunications markets and trends, from both a State of Florida perspective and nationally. Based on this understanding of markets and trends; the following analysis reviews a variety of factors, such as: budgets, resources, stability, reliability, cost, risks, time to implement, and simplification opportunities.

5.1 Business Models for Mobile Communication Services

5.1.1 Insourcing Mobile Network Operator

The business case is required to consider as an option insourcing of MCS, examining whether feasibility, cost-effectiveness, and efficiency is not better obtained by the Department directly delivering services. Insourcing would require the assets, capabilities and staff to construct and operate a Mobile Network Operations (MNO) platform for the State of Florida. This would require DMS to become one of the largest mobile telecommunications operators in Florida, in direct competition with service providers such as AT&T, Sprint, T-Mobile, and Verizon.

The Department would be required to:

- Negotiate interoperability with other national providers to allow for roaming;
- Establish a radio access network and acquire license for the use of needed spectrum. Since 1994, the Federal Communications Commission (FCC) has conducted auctions of licenses for electromagnetic spectrum. The Department would need to become a qualified bidder. The electromagnetic spectrum the Department would require would not necessarily be available for purchase through auction. The recent FCC Auction 73: 700 MHz Band received bids for geographic areas including the State of Florida, with gross bids of $19.2 billion[4];
- Establish of network-to-network interfaces with every local incumbent local exchange carrier in the State of Florida, as well as for other originating and terminating carriers such as long-distance service providers.
- Purchase and implement voice transport infrastructure services, including the design and buildout of cell phone towers across the State of Florida. The costs would include

[4] https://www.fcc.gov/auction/73

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an initial investment in obtaining land through purchase or lease, building new cell phone towers, and ongoing operation and maintenance costs associated with the towers;
- Purchase and install operational support systems which support all back-office systems associated with operating the MCS network, including administrative and other reports, facilities and maintenance, rating and billing functions;
- Purchase and install business support systems which support all front office systems associated with operating the MCS network, including customer service representatives;
- Provide professional staffing for management functions not present today at the Department including regulatory filings, FCC reporting, Public Service Commission reporting, carrier relations and the like;
- Provide operations staffing for a statewide network including billing, provisioning, maintenance and repair, and the Network Operations Center;
- Establish a NOC, which includes the staffing mention above, and also contact center voice equipment and services. A NOC required for these services would include highly skilled multi-lingual contact center agents, and escalation to technically skilled contact center agents. There would also be a cost for the office space required for the contact center agents and supervisors; and
- Negotiate contracts with device manufacturers for the purchase of devices.

Under this option, the costs to establish a large new statewide MNO are overwhelming and involve considerable risk. For these reasons this insource option is not recommended and is not considered further in this business case.

5.1.2 Insourcing Mobile Network Operator as MVNO

A second "insourcing" consideration is the development of a Mobile Virtual Network Operator (MVNO). An MVNO provides mobile services to end-users without owning its own frequency spectrum or network infrastructure, as it buys such capacity from a host MNO.

As an MVNO, the Department would not own and operate a network but would still be required to:

- Purchase and install operational support systems which support all back-office systems associated with operating the MCS network, including administrative and other reports, facilities and maintenance, rating and billing functions;
- Purchase and install business support systems which support all front office systems associated with operating the MCS network, including customer service representatives;
- Provide professional staffing for management functions not present today at the Department including regulatory filings, FCC reporting, Public Service Commission reporting, carrier relations and the like;
- Provide operations staffing for a statewide network including billing, provisioning, maintenance and repair, and the Network Operations Center;
- Establish a NOC, which includes the staffing mention above, and also contact center voice equipment and services. A NOC required for these services would include highly skilled multi-lingual contact center agents, and escalation to technically skilled contact center agents. There would also be a cost for the office space required for the contact center agents and supervisors; and
- Negotiate contracts with device manufacturers for the purchase of devices.

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Under this option, the costs to establish an MNVO are lower than an MNO, but are substantial and involve considerable risk. For these reasons this insource option is not recommended and is not considered further in this business case.

5.1.3 Combination Insourcing/Outsourcing

The Department is acting as a "second brand MVNO" for air cards, and as a "branded reseller MVNO" for all other equipment and services. Today, the Department operates its air card platform as a second brand-MNVO by providing customer care including device activation. DMS originally selected this model to ensure security for air cards. These security techniques include IP address management and isolation of customer traffic via closed user groups. Closed user groups are the segregation of traffic into steams which are only visible to that specific customer. DMS also provides billing and device management for its air card platform. However, the remaining MCS platform is provider managed and the Department only provides a distribution channel for those products and services.

Second Brand-MVNO is a model that provides customer care, billing, handset management, and distribution. This platform allows for market participation without spectrum and technical value add including interconnectivity and application development.

Branded Reseller-MVNO is a model where the MVNO provides only the distribution channel for products and services. All other support functions are handled by another MVNO or MNO. This is the most flexible and risk adverse platform in the MVNO model.

5.2 Evaluation of the Options for Mobile Telecommunication Services

The following is the evaluation of options available to the state for services similar to MCS:

5.2.1 Descriptions of Available Options for Insource and Outsource

Section 287.0571 (4)(e), F.S. - A description of available options for achieving the goals. If State employees are currently performing the service or activity, at least one option involving maintaining State provision of the service or activity shall be included.

This business case examines three options specifically for the scope of continued support, integration, and installation of MCS and ancillary features/capabilities following the expiration of the current MCS contracts.

Insource, Outsource, Insource/Outsource Combination

Insource - Is an organization's performing a service internally. Insourcing is a business decision that is often made to maintain control of critical functions or competencies that are essential to the organization's mission.

Outsource - Is the contracting out of a service to a third party. Outsourcing can be a way to take advantage of third party experience and efficiency.

Combinations of Insource and Outsource - Services provided by a combination of existing state employee full-time equivalent (FTE) positions, with vendors providing

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elements of operations that fall outside of the administrative, physical, or technical capabilities of the Department.

5.2.2 Description of Options for a Mobile Network Operator

The options for procurement of MCS capability that are evaluated in this business case are:

1. An option based on insourcing whereby the Department creates a Mobile Network Operator and manages all mobile communication functions, like the operations of a competitive mobile network carrier. For reasons described above, Sections 5.1.1 and 5.1.2, are not further considered in this business case. (MNO, MVNO) – **Option 1**
2. An option based on a combination of insource/outsource whereby the Department outsources the significant mobile communication functions and uses a second brand MVNO platform to manage customer care, billing, and equipment management for air card service only and provides only a distribution channel for the mobile network provider's products and services. This is DMS' current model (Second Brand-MNVO and Branded Reseller-MVNO). – **Option 2**; and,
3. An option based on a combination of insource/outsource whereby the Department outsources all the mobile communication functions and acts only as a brand reseller providing only a distribution channel for the mobile network provider's products and services, including air cards. (Branded Reseller- MVNO) – **Option 3**

5.2.3 Description of Options for Forms of Procurement

Competitive Procurement - Section 287.057, F.S., and Department of Management Services (DMS) Rule 60A-1, Florida Administrative Code, provides:

Invitation to Negotiate (ITN) – Used when the agency knows the desired end result but is not sure how to get there; or, there are many ways to get to the end result; or, the qualifications of the provider and quality is more important than price. This option works best when highly technical or complex services are being acquired. The price structure for services is negotiated.

Invitation to Bid (ITB) – Used when the agency knows exactly what it wants. Price is the determining factor in the award.

Request for Proposal (RFP) – Used when the agency has a general idea of what it wants. Services and price are evaluated.

These procurement options are within the scope for outsourcing as required by Chapter 287.0571, F.S., and represent common procurement options utilized by the state for similar needs. This business case recommends an ITN as the best procurement option but leaves that determination to Executive Leadership. The services contemplated within this business case are highly technical which limits the Department's ability to establish precise specifications or specifically define the services and identify necessary deliverables. Pricing will not be the sole determining factor in determining a contract award and the Department desires the ability to negotiate the best method of service delivery.

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5.2.4 Assumptions for Options

The financial modeling presented in this business case uses the "combination insource/outsource" framework.

5.3 Analysis of Advantages and Disadvantages

Section 287.0571 (4)(f) - An analysis of the advantages and disadvantages of each option, including, at a minimum, potential performance improvements and risks.

Advantages and disadvantages, including risks, for the alternative options as compared to continued separate mobile communication services contracting, and to each other, are as follows. Additional risk analysis are contained within each option and discussed in Sections 5.3.2 and 5.3.3. Potential performance improvements are discussed in Section 5.4.

5.3.1 Option 1 - Insourcing (MNO, MVNO)

For reasons described in Section 5.1.1 and 5.1.2, this option is not considered further in this business case.

5.3.2 Option 2 – Second Brand-MNVO (Air Card Services only) and Branded Reseller-MNVO

Option 2 is a combination of insource/outsource functionality whereby DMS outsources the physical network associated with the mobile telecommunications services platform and collaborates with the service provider on service plans for contract cost and user pricing. The Department insources billing, and hardware management of the air card service, and provides the distribution channel for the vendor's products and services (excluding air cards).

Advantages

- Continues current operating mode, practices, and service provisioning;
- Customers experience the same usage patterns and usage-based charging patterns as under current MCS contracts;
- Minimizes additional capital expenditures by DMS and MCS customers, since investment, capacity, and technology evolution are managed by the service provider;
- Customers experience the same billing and administration;
- Provides greater assurance of achieving required SLAs managed by selected service provider.

Disadvantages or Potential Concerns

- Reporting capabilities may be limited in information, which hampers DMS analysis on services.

Risks

- DMS identified no risk with this option.

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5.3.3 Option 3 – Branded Reseller-MVNO

This option is a combination of insource/outsource functionality where DMS outsources the physical network, operations, and billing. In this model DMS acts as a branded reseller providing only a distribution channel for the vendor's products and services.

Advantages

- Customers experience the same usage patterns and usage-based charging patterns as under current MCS contracts
- Potential for lower overall pricing based on aggregation of usage and negotiation of commitment levels and pricing for tiered levels of utilization, similar to the mobile wireless data pricing model;
- Minimizes additional capital expenditures by DMS and MCS customers, since investment, capacity and technology evolution are managed by the service provider;
- Provides greater assurance of achieving required SLAs managed by selected service provider.

Disadvantages or Potential Concerns

- DMS would be required to create a process with the Vendor for the management of closed user groups.
- Customers have to review air card charges on their bill without DMS review.

Risks

- Since DMS would no longer control the service, there would be an implementation and transition risk when transitioning air card services.
- There is a potential security risk if DMS does not administer the air cards and the closed user groups.

5.4 Potential Performance Improvements/Service Features

The Department should consider the following service improvement and service features.

- Future contracts should continue to allow for evolution of service and equipment technology, enabling the contract to evolve with new technology.
- Future contracts should continue to allow platform flexibility, scalability, and support for industry standards, enabling a seamless integration of third-party technologies and applications.
- Future contracts should have higher statewide coverage through multiple carriers. Providers should offer multiple solutions, including equipment for coverage and building penetration. Equipment offerings for improving building penetration should be vendor neutral and at minimum to no cost for customers.
- Future contracts should require detailed reporting capabilities allowing DMS to evaluate the entire product and service offerings for future MCS platform evaluation.

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- Future contracts should continue to require a combination of feature rich equipment and basic low-cost options and provide a comprehensive suite of enhanced services fulfilling the customer's diverse needs.
- Future service delivery should include voice services over Wi-Fi service connections.
- Future service delivery should have a consideration of technology evolutions in public safety communication services.
- Future service delivery should provide the capability for all aspects of the service to be partitioned to provide a scope-of-view and scope-of-command, allowing network administrators (user agents) to manage all their devices.
- Future contracts should include a high standard of measurable, achievable and motivational Service Level Agreements for DMS and its customers, supported by a tool set for monitoring service levels, and backed up by appropriate financial consequences.
- Future contracts should continue to require a waiver of vendor's service activation fees.
- Future contracts should provide for service plans for both work and personal accounts.
- Future contracts should provide discounts for volume purchases.
- Future contracts should allow for frequent equipment upgrades at minimal to no cost to customers.
- Future contracts should provide options for equipment and lower cost devices from emerging brands.
- Future contracts should increase the standard for operational support, achieving a world class standard of customer service delivery.
- Future contracts should increase the standard for equipment warranties, simplicity of repair, and replacement for faulty equipment.
- Future contracts should require detailed commitment on data utilization, allowing for limited and unlimited data, data limits, data throttling, waivers on data limits for Public Safety plans, and sharing data limits in aggregation across devices.

5.5 Cost Benefit Analysis for Each Option

The Department of Management Services uses a margin percentage to markup costs from the MCS services provider and related ancillary service devices to recover internal DMS costs. The optional services and features of MCS are material to the financial analysis on a separate basis, and are not addressed as separate line items, but instead are included in service model revenues.

The financial analysis compares the options and provides financial metrics to determine which options will:

1. Maintain low costs for DMS in procuring and managing services;
2. Maintain low costs for agencies utilizing MCS; and
3. Provide the greatest benefit for the least cost.

The financial analysis included:

1. Revenue – both air card revenue and all other revenue

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2. Direct Costs – direct costs of vendor payments for air cards, infrastructure adjustment, salary and benefits, data processing, and non-salary overhead.
3. Indirect Costs - included salaries and benefits, expenses, contracted services.
4. Net Revenue – includes potential rebates and other adjustments
5. Net Revenue, Post Rebate-Operations Balance – adjusted for customer rebates with a buffer for maintain operational payment and cost control

The analysis forecast the models with the cost recovery rate at either one, one and a half, two, or two and a half percent, which is adjusted in the net revenue with varying customer rebates. An operations revenue buffer of $850,000 annually is assumed to be maintained for operational payment and cost control.

5.5.1 Financial Model Base Case

This business case analysis first establishes a baseline of DMS' current business and financial environment for MCS, determined from historical business and financial data provided by DMS staff, including historical volumes, costs, revenues and vendor contracts. In modeling the various business case options, historical data was utilized to build an understanding of the fiscal flow of revenue and cost for the service. The model reviews the total volume, revenue, and cost for the services utilized by the agencies through this contract.

Service Forecasts were developed over the 10-year period from the date of MCS contract execution corresponding to fiscal year 2021-2022 through fiscal year 2031-2032, which includes a 5-year renewal period. Based on projections for DMS' MCS Services, direct and indirect costs were forecasted over the 10-year period. These projections were compared against the baseline scenario (which forecasted no changes to existing contracts, pricing, or DMS' business model) to determine the potential cost savings to DMS and to its customers. Options 2 and 3 were also compared against each other to determine which Option resulted in the lowest cost.

Over time, DMS may achieve cost savings to the state through migration and integration of newer technologies solution that achieve improved abilities to pass on reductions to the end customers.

5.5.2 Option 1 – Insource

For reasons described Section 5.1.1 and 5.1.2, this option is not considered further in this business case.

5.5.3 Option 2 – Insource/Outsource (Second Brand/Hybrid Light MVNO)

Option 2 represents the current MCS platform. DMS acts as a branded reseller for all products in the MCS platform except for air card services. For the air card services platform DMS provides customer support, billing, device management, distribution and sales. In the mobile communication market, DMS is acting a second brand or light mobile virtual network operator (MVNO) for air card, and as a "branded reseller MVNO" for all other equipment and services. This platform is an intermediate model between a branded reseller (Option 3) and a fully defined light MVNO. It allows control of distribution channels, increased level of control over back office processes, billing, device management, and value-added services definition and operations for

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air card services. The current MCS platform manages many of these aspects as they relate to MCS air card services. Currently there are 7,956 air card devices that have been issued.

5.5.3.1 Technology Requirements

Option 2 envisions current technology requirements to remain the same as it is in the current contracts, however future contracts should allow for flexibility to allow for emerging technologies throughout the life of the contract. All MCS products and services are technically supported by the mobile communications provider except for air card services. Today air card services are supported by both the mobile communications provider and DST. Support regarding the air card device or service is handled by the mobile communications provider. Support for system configuration and closed user group access is provided by DST.

The current MCS contract addresses the following technical requirements.

- Voice Services
- Wireless Data Services
- Transmitted Data Security
- Closed User Group (Supported by DMS internally)
- State Provided IP Addresses (Public and Private)
- Wireless Device IP Routing Scheme
- Service Provider Furnished Public Routable IP Address Space
- Entity Specific Circuit
- Wireless Router and/or WWAN Modem
- Emergency Operations Features
- Security Feature Set
- Service Grade
- Authentication
- Activity User Log
- Text Message Service
- Message Logging
- Tracking Geographical Device Services
- Wireless Applications
- Voice and Data Coverage Maps
- Roaming
- Network Neutrality
- Priority Connection Services
- Applicable Test Plan
- Data Monitoring Suite
- Voice Monitoring Suite
- Voice Handheld Devices
- Minimum Technical Requirements
- Data Devices
- Text Devices
- Helpdesk Services

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- Network Trouble Reporting
- Client Testing and Evaluation
- Operational and User Guides
- Escalation Requirements and Procedures
- Planned Outage Notification
- Unplanned Wireless Outage Notification
- Existing Wireless Data Customer Migration

5.5.3.2 Billing

Option 2 envisions billing to remain the same as it is in the current state. All MCS products and services are directly billed from the mobile communications provider except for air card services. Today air card services are managed and billed within DST and this accounts for on average 385 invoices a month.

5.5.3.3 Customer Service

Option 2 envisions customer service to remain the same as it is in the current state. All customer service needs related to MCS products and services are handled by the mobile communications provider except for air card services. Today select air card services are managed within DST. This select service is considered the closed user group and currently makes up 148 air card users. Support and maintenance of this user group service is handled by DMS internally.

5.5.3.4 DMS Role

The DMS role will remain the same as it is in the current MCS platform. DST will continue to work with its MCS customers and service providers to provide the best mobile communications network.

5.5.3.5 Direct & Indirect Cost

In addition to the Direct and Indirect Costs listed in Section 5.5 above, Option 2 envisions DMS staffing time for the air card billing process, in addition to the DMS staffing time required for contract management and monitoring that would be required for both 2 and 3.

5.5.3.6 Overall Cost

To comply with the statutory requirement to “develop a system of equitable billings and charges for telecommunications services” stated in subsection 282.703(2), F.S., SUNCOM uses administrative cost recovery rates which are assessed for each SUNCOM service. Approximately 93.7 percent of SUNCOM’s costs are payments to contracted telecommunications vendors. The remaining 6.3 percent of SUNCOM’s costs are the costs of engineering, designing, procuring, ordering, installing, monitoring, auditing, invoicing, and managing these SUNCOM services. These support services are funded through the imposition of the administrative cost recovery rates, which are added to vendor charges for SUNCOM services. Some SUNCOM services bear more of these costs than others based upon the relative share of support service resources committed to sustaining the service, and so have a higher rate. The underlying goal of the cost recovery model is to ensure the solvency of the Communications Working Capital Trust Fund. Since 2012, the rate charged

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to SUNCOM's Wireless Data Service customers have been between two and a half to three percent of the Customer's monthly invoice amount.

Quarterly, DivTel reviews a report showing the profitability of services based on service utilization and service costs. To address any inequity identified upon review of these figures, rate reductions and customer credits are used. A customer credit is a one-time liquidation of excess revenue without any associated rate reduction. Customer credits are issued to air card customers when a service achieves unanticipated excess revenue over expenses. Through customer credits, SUNCOM can ensure equitable billings without risking its ability to sustain a service over the longer term. The SUNCOM'S Wireless Data Service is a stable service with low overhead and air card customers have received customer credits over the years.

A reduction in the cost recovery rates associated with SUNCOM's telecommunications services results in recurring cost avoidance to the existing customers of the affected service. Such a reduction also represents costs avoided by future customers of the service. The recurring nature of the fiscal impact associated with a cost recovery rate reduction requires that adequate consideration be given to both existing and future market conditions associated with the SUNCOM service. With the maturity and growth of SUNCOM's Wireless Data Service, we are experiencing an increase in revenues.

5.5.3.7 Potential Savings

It is anticipated that over the life of the new MCS contract that cost avoidance will be achieved through leveraging State buying power and continuing to maintain lower costs than available commercially, including volume discounts, and the continued availability to the State of emerging and evolving technology surrounding mobile communications.

5.5.3.8 Transition Costs/Considerations

There are minimal transition cost risks considered in Option 2 as this option leaves MCS in its current state. Should the future procurement not result in a contract, or contracts, with one of the current incumbent providers, there may be costs associated with transition for end users with "locked" devices (devices that only work on a specific provider's network), along with DMS staff and customer time.

5.5.3.9 Total Estimated Cost over 10 Years

Overall Cost for Option 2 is expected to be $36.7 million over the 10-year period from execution of the MCS contract in July 2020 through FY 2031-32.

5.5.3.10 Risk Analysis

Risk analysis of MCS platform remaining in its current state.

In maintaining the current model of multiple contracts for MCS with the possible entrance of new providers and new emerging technology may create significant risks and required efforts on both the enterprise and customer side. Some of the emerging technology may include 5G network and related technology offerings, emerging public safety integration, device transitioning, and future technological innovations.

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The most significant risks and required efforts are on the customer side of transitioning to a new or different MCS platform. Each agency will be required to assess current capabilities and requirements for transition to a new or different MCS platform. Standards, methods, and practices for transition to a new or different MCS platform have been developed through experience by all large carriers who have accomplished this transition for other enterprise customers besides the State of Florida. Furthermore, some additional training of agency IT staff may be required, but it is anticipated that this can be provided over time.

Also, with this option the lack of visibility of detailed reporting information regarding customers, device type, usage of service type, plans and features, and other valuable informational data may not be consistently provided and reported. This reporting data is needed for future analysis of the MCS contract to ensure the most advantageous services and pricing for the State of Florida.

5.5.3.11 Mitigation Plan

Mitigation of negative consequences of MCS platform remaining in its current state is provided by the following factors:

1. The industry will be adapting to emerging technologies as the standard platform for mobile telecommunication services.
2. The current MCS business process and platform experience can be leveraged in any new technology and vendor transitions.
4. The onboarding process of a potential new MCS service provider is expected to occur over a fairly short time period.
5. The MCS business process would remain on an existing and operating network with which all users are familiar. Current users are familiar with the day to day operation of MCS.
6. Existing MCS contracts remain in place throughout the transition period.
7. Development and implementation of stringent SLAs to manage service provider's service performance, including technical, service delivery and financial requirements.

5.5.3.12 Implementation Timeline for Option 2 & 3

The schedule that, at a minimum, must be adhered to in order to achieve the estimated savings is indicated below in the MCS timeline, which has been combined for both Options 2 & 3 as they would be the same timeline projection. See Section 5.5.5 for the draft timeline.

5.5.4 Option 3 – Insource/Outsource (Distribution Channel Only)

This option represents the lightest MVNO business model, where DMS would only provide its distribution channel to the mobile network operator (MNO) while the MNO provides the rest of the business, from access network to the definition of the mobile service offer. This is the model that requires the lowest investment and overhead for DMS. However, most of the business services remain with the network provider. Therefore, this option provides very limited control of the business and value proposition of the service.

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5.5.4.1 Technology Requirements

All technology responsibilities are outsourced to the mobile communications provider in Option 3. This includes all technology requirements as outlined in Option 2 and includes air card services.

5.5.4.2 Billing

All billing responsibilities are outsourced to the service provider in Option 3.

5.5.4.3 Customer Service

All customer service responsibilities are outsourced to the service provider in Option 3.

5.5.4.4 DMS Role

The DMS role in Option 3 is to only provide a distribution channel for the service provider.

5.5.4.5 Direct & Indirect Cost

In addition to the Direct and Indirect Costs listed in Section 5.5 above, Option 3 envisions 2 FTE for the management of the MCS contract and services**.**

5.5.4.6 Overall Cost

To comply with the statutory requirement to "develop a system of equitable billings and charges for telecommunications services" stated in subsection 282.703(2), F.S., SUNCOM uses administrative cost recovery rates assessed for each SUNCOM service. Approximately 93.7 percent of SUNCOM's costs are payments to contracted telecommunications vendors. The remaining 6.3 percent of SUNCOM's costs are the costs of engineering, designing, procuring, ordering, installing, monitoring, auditing, invoicing, and managing these SUNCOM services. These support service rates are funded through the imposition of the administrative cost recovery rates, which are added to vendor charges for SUNCOM services. Some SUNCOM services bear more of these costs than others based upon the relative share of support service resources committed to sustaining the service, and so have a higher rate. The underlying goal of the cost recovery model is to ensure the solvency of the Communications Working Capital Trust Fund. Since 2012, the rate charged to SUNCOM's Wireless Data Service customers has been between two and a half to 3 percent.

Quarterly, DivTel reviews a report showing the profitability of services based on service utilization and service costs. In order to address any inequity identified upon review of these figures, rate reductions and customer credits are used. A customer credit is a one-time liquidation of excess revenue without any associated rate reduction. Customer credits are issued when a service achieves unanticipated excess revenue over expenses. Through customer credits, SUNCOM can ensure equitable billings without risking its ability to sustain a service over the longer term. The SUNCOM'S Wireless Data Service is a stable service with low overhead and has received customer credits over the years.

A reduction in the cost recovery rates associated with SUNCOM's telecommunications services results in recurring cost avoidance to the existing customers of the affected service.

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Such a reduction also represents costs avoided by future customers of the service. The recurring nature of the fiscal impact associated with a cost recovery rate reduction requires that adequate consideration be given to both existing and future market conditions associated with the SUNCOM service. With the maturity and growth of SUNCOM's Wireless Data Service, we are experiencing an increase in revenues.

5.5.4.7 Potential Savings

It is anticipated that over the life of the new MCS contract that cost savings will be achieved through leveraging State buying power realizing lower costs than available commercially, including volume discounts, and the continued availability to the State of emerging and evolving technology surrounding mobile communications.

5.5.4.8 Transition Costs/Considerations

There are minimal transition cost risks considered in Option 3 as this option leaves MCS in its current state with the exception of air cards, which become the responsibility of the service provider. Should the future procurement not result in a contract, or contracts, with one of the current incumbent providers, there may be costs associated with transition for end users with "locked" devices (devices that only work on a specific provider's network), along with DMS staff and customer time.

5.5.4.9 Total Estimated Cost over 10 Years

Overall Cost for Option 3 is expected to be $36.7 million over the 10-year period from execution of the MCS contract in July 2020 through FY 2031-32. DMS's participation in administering air cards is an incidental cost and does not impact the overall cost for Option 3.

5.5.4.10 Risk Analysis

This paragraph presents a risk analysis of DMS providing only a distribution channel for MCS services and having the vendor manage the entire MNO value chain. The risk differential between Option 2 and 3 are minor.

The risks in Option 3 would encompass the risks outlined for Option 2 in Section 5.5.3.10, with the addition of migration of the closed user group (private network access to MyFloridaNet).

Also, with this option the lack of visibility of detailed reporting information is a risk. Data regarding customers, device type, usage of service type, plans and features, and other valuable informational data may not be consistently provided and reported. This reporting data is needed for future analysis of the MCS contract to ensure the most advantageous services and pricing for the State of Florida.

5.5.4.11 Mitigation Plan

Mitigation of negative consequences of DMS providing only a distribution channel for MCS services and having the service provider manage the entire MNO would encompass the following:

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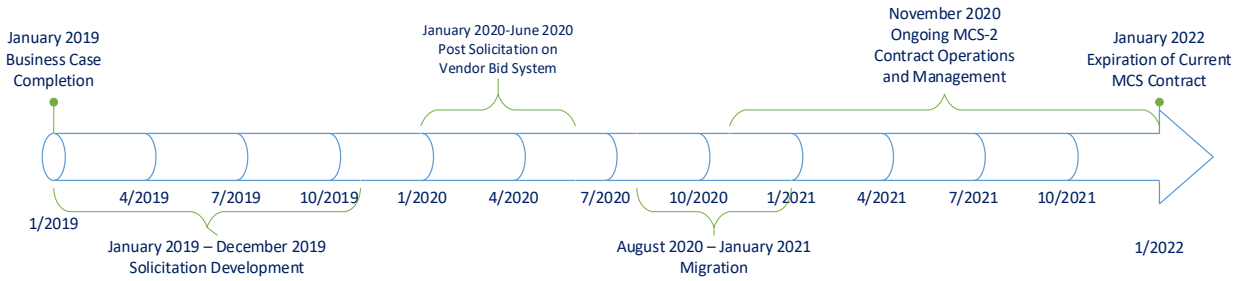
1. Development and implementation of stringent SLAs to manage service provider's service performance, including technical, service delivery and financial requirements.
2. Work with the service provider and required resources to implement, troubleshoot, manage, and monitor the transition of the closed user group air card services. This would include training and other oversight needed for successful migration.
3. Work with customers and required resources to manage the MCS transition, including training and other oversight.
4. The industry will be adapting to emerging technologies as the standard platform for MCS.
5. The current MCS business process and platform experience can be leveraged in any new technology and service provider transitions.
6. The onboarding process of a potential new MCS service provider is expected to occur over a fairly short time period.
7. The MCS business process would remain on an existing and operating network with which all customers are familiar. Current users are familiar with the day to day operation of MCS.
8. Existing MCS contracts remain in place throughout the transition period as an alternative.

5.5.5 Implementation Timeline for Option 2 & 3

The schedule that, at a minimum, must be adhered to in order to achieve the estimated savings as indicated below in the MCS timeline, which has been combined for both Options 2 & 3 as they would be the same timeline projection. The image below is a placeholder until final timeline is developed with Executive Leadership. Changes to this timeline are expected to have minimal impact on the estimated savings resulting from the execution of Contracts.

Mobile Communication Services Draft Timeline



- January 2019 — Business case completion
- January 2019 – December 2019* — Solicitation development
- January 2020* - June 2020* — Post solicitation on Vendor Bid System
- July 2020* — Sign contract
- August 2020* - January 2021* — Migration
- November 2020 — MCS-2 operations and management begins
- January 2022 — Expiration of current MCS contract
- July 2025 — Completion of the initial five-year term
- July 2030 — Expiration of the MCS-2 contract, if renewed in full

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**These dates are subject to change following internal review processes.*

6 Recommended Option & Detailed Discussion

The recommended option for this portion of the business case is in accordance with Subsection 287.0571(4), F.S., which outlines the requirements for contracting with private sector vendors as they can effectively and efficiently provide services and reduce the cost of government. This statute requires analysis of feasibility, cost-effectiveness, and efficiency before proceeding with outsourcing of services.

A detailed analysis for this decision provides the following key findings:

1. An analysis of the mobile communications market concludes that the MCS platform being provided today is following the correct technological path in terms of capability and service delivery;

2. The MCS reporting and analysis information regarding device type, usage of service, and other data needs to be more detailed and provided to DMS on a monthly basis;

3. An MCS platform enables a connected enterprise characterized by access to people and information virtually anytime and anywhere for faster communication and greater collaboration using a variety of devices or mediums;

4. The mobile communications industry is ever evolving and with multiple providers instead of a single service provider approach, DMS is able to provide the customer with new technology at competitive pricing;

5. As the mobile communications market continues to evolve, review of SLA requirements will need to be a priority for DMS contract management to ensure MCS customers receive the best possible service solution;

6. Improved customer awareness of the capabilities of the service offering portfolio will extend the adoption of MCS to a broader customer base;

7. Innovative technology offerings to DMS customers will provide the opportunity for growth of the MCS platform;

8. The assumption of growth of MCS services will directly result in an increase for data consumption by all customer segments;

9. The telecommunication advancements in Public Safety are continuously evolving and creating new service offerings specific to Law Enforcement, EMS, and other First Responder networks.

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6.1 Summary of the Three Options Considered in This Business Case

In summary the three options considered for the next generation for Florida's mobile communications services platform are outlined below. The current services are provided by DMS, Verizon, AT&T, and Sprint.

The three options are:

1. Option 1 - Insourcing of Mobile Communications Services and support functions. For reasons described in Section 5.1.1 and 5.1.2, this option is not considered further in this business case.
2. Option 2 - Combination of Insourcing and Outsourcing (Current MCS Model) whereby DMS outsources all of the mobile telecommunication services except for the management, support, and billing of air card services.
3. Option 3 - Combination of Insourcing and Outsourcing whereby DMS outsources all of the mobile telecommunication services and acts only as a distribution channel for the service provider.

Each of these three options has been evaluated about the following attributes as supported by Section 5.6:

- Risks, disadvantages, pros and cons;
- Assumptions and constraints; and
- The schedule of key events.

6.2 Option 1 – Insource

The Department of Management Services would request the establishment and funding for state FTE positions and physical assets to support mobile communication operations as appropriate. Upon approval, DMS would establish an internal mobile communications services organization composed of these full-time state employees based upon the choice of services to insource and outsource. These positions would be incorporated into the department's Legislative Budget Request (LBR) for funding each fiscal year. The level and appropriateness of outsourcing will be determined by what services are deemed attainable through state resources.

6.3 Option 2 – Combination Insourcing and Outsourcing (Current MCS Model)

For this option, DMS would release an ITN to qualified vendors and negotiate a new contract for the identified MCS service features based upon existing mobile communications service portfolio, which includes Public Safety specific services, with consideration for emerging technology/capabilities. This option is predicated on DMS maintaining support and management of all air card services. This option is the current MCS platform. Option 2 – Combination Insource and Outsource, provides the low risk to the state while allowing competitive market

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forces to keep the total cost of service delivery low. This option leverages DMS' existing staffing and service capabilities.

6.4 Option 3 – Combination Insourcing and Outsourcing (Distribution Channel Only)

For this option, DMS would release an ITN to qualified vendors and negotiate a new contract for the identified MCS service features based upon existing MCS portfolio, which includes Public Safety specific services, with consideration for emerging technology/capabilities. This option outsources all mobile communication services and operations to the service provide while DMS acts only as a distribution channel. Support for air card services would be maintained by DMS until adequate time has been provided for a migration of services to the provider. This option leverages DMS' existing staffing and service capabilities.

6.5 Recommendation

It is recommended that DMS issue a combination insourced and outsourced competitive procurement as an Invitation to Negotiate (ITN) as outlined by Option 2. This procurement should identify and incorporate the evolution of new mobile communication technologies and service offerings.

With the evolution of a Public Safety mobile communication network, consideration should be given to a multiple ITN approach.

7 Business Case Recommendations Summary

The following section is provided as an overall summary of recommendations collected from throughout the business case. They represent key points that should be considered as DMS moves forward with its chosen path for MCS. Recommendations include:

1. DMS issue a combination insourced and outsourced competitive procurement as an Invitation to Negotiate (ITN) to maintain its currently structured mobile communications services portfolio as outlined by Option 2.

2. The MCS solution should continue to allow for evolution of service and equipment technology, enabling the contract to evolve with new technology.

3. Internal support for closed user group should work with all providers to establish a private network access to MyFloridaNet.

4. Timely review of services and offerings which allows DMS to provide the most advanced mobile communication services. Market technology such as signal boosters and wearable technology are driving the need for data consumption and consumer demands.

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5. Prioritize the review of current SLA requirements to ensure MCS customers are receiving the best possible service in a continuously evolving market.

6. DMS develop and implement SLAs that require consistent and timely reporting of device type, usage of service type, plans and features, and other valuable informational data is necessary. This reporting data is needed for service evaluation and monitoring, and future analysis of the Mobile Communication Services contract to ensure the most advantageous services and pricing for the State of Florida.

7. DMS maintain the necessary resources and support staff needed to manage the MCS air card users, closed user group, and its potential growth of new users. Service delivery for this offering must be managed end-to-end within the delivery configuration to ensure proper network administration is maintained. Further, all back-office functions (customer service requests and invoicing) must be properly maintained by DMS resources.

8. Create a report template to be distributed and used monthly by all contracted service providers to ensure consistency and ease of review.

9. DMS maintain the necessary resources and support staff needed for contract management and SLA monitoring to ensure proper service quality for the State of Florida.

10. Tiered or bulk pricing offerings should be explored.

11. The MCS procurement should have the goals of improved SLAs, improved reporting, and continued low pricing.

8 State Business Process & Policies

Section 287.0571 (4)(i), F.S. A description of differences among current state agency policies and processes and, as appropriate, a discussion of options for or a plan to standardize, consolidate, or revise current policies and processes, if any, to reduce the customization of any proposed solution that would otherwise be required.

In the context of the SUNCOM service portfolio, there are no impacts to existing state agency processes or policies that are not currently being managed effectively by DMS. The intended service delivery maintains a current steady state of services to all SUNCOM customers and as such the new MCS procurement does not present any additional burden on the state.

9 Performance Metrics Review

Section 287.0571 (4) (j), F.S. A description of the specific performance standards that must, at a minimum, be met to ensure adequate performance.

The current MCS contracts contain Service Level Agreements (SLAs). After review of these SLAs, the performance standards and measurements that should be met to ensure adequate performance includes:

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Escalations – any future contract(s) should continue to require escalation procedures to maintain a high level of customer service to Customers.

Migration – any future contract(s) should continue to require migrations be completed within 120 days of Contract execution to maintain a high level of customer service to Customers, and a robust standard of project management.

Maintenance – any future contract(s) should continue to require notification for planned and unplanned maintenance that could affect service delivery to maintain a high level of customer service to Customers.

Appliance Failover – any future contract(s) should continue to require rapid failover to the secondary IPsec Virtual Private Network (VPN) appliance to maintain connectivity to MFN.

In addition to current SLAs, the following recommended performance standards will ensure adequate performance:

Contractor Staffing – any future contract(s) should ensure that key staffing positions are filled with personnel with the appropriate experience and qualifications with remedies for identified deficiencies.

Contractor meetings – any future contract(s) should ensure that the Department is able to adequately monitor the contracts. Ongoing operational and topic specific meetings are an appropriate tool to assist with such monitoring.

Project Management – any future contract(s) should ensure that the Department is able to adequately monitor the transition from current to future contracts. The transition should be conducted in an optimal way to achieve the standards of transition.

Billing and Reporting – any future contract(s) should ensure that the Department is able to receive invoices, credits, and reporting on cost recovery and direct billed accounts in a timely manner with all required information. Additionally, future contract(s) should require Public Safety specific reporting on Customer utilization.

Public Safety – any future contract(s) that offer public safety specific options should require a high standard of coverage across the State, compliance with industry standards for Public Safety LTE communication, and offer deployable technologies for emergency situations. Additionally, the future contract(s) should ensure Public Safety Customers have local control to enact priority and preemption of their service, a local control portal, and Pubic Safety specific customer support.

10 Projected Timeframe

Section 287.0571 (4)(k), F.S. The projected timeframe for key events from the beginning of the procurement process through the expiration of a contract.

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The MCS procurement to contract expiration timeline is suggested to be established for five years, with a renewal/evaluation interval at year five, at which time new negotiations for service features and reduced pricing should take place. This contract should be put in place prior to the expiration of existing MCS contacts to allow for any migration of services needs to be met with a new portfolio of services.

See 5.5.5 for the presentation of the projected timeline and key events.

11 Public Records Compliance

Section 287.0571 (4) (l), F.S. A plan to ensure compliance with the public records law.

The procurement and a subsequent awarded contract should state that any and all records produced are subject to Ch. 119, Florida Statutes. The service provider shall allow DMS access to all documents, papers, letters, or other material subject to Ch. 119, Florida Statutes for which public record requests are made or received by the department.

12 Contingency Plan

Section 287.0571 (4) (m), F.S. A specific and feasible contingency plan addressing contractor nonperformance and a description of the tasks involved in and costs required for its implementation.

Using multiple providers as a strategy to achieve maximum coverage also minimizes the need for contingency planning related to contractor nonperformance. Having multiple contracts facilitates end-users discontinuing services from a nonperforming provider. DMS anticipates continuing its contract strategy where there are no term commitments for devices, therefore any costs related to Contractor nonperformance would be limited to the cost of moving any locked phones for one provider to another.

Future contracts should maintain provisions to address the termination for cause in the event of non- performance by the Contractor and remedies for non-performance consistent with those available in rule 60A- 1.006, F.A.C.

DMS should include SLAs in the contract in the event the service provider does not meet established performance expectations. The SLAs should provide incentive for a contractor to cure problems with performance before an event of default occurs.

Suggested Remedies for DMS for Default and Obligations upon Termination:

- Terminate the contract by providing the service provider with appropriate written notice of the effective date of termination;
- Seek equitable relief and/or institute legal proceedings against the service provider to collect payment of any money owed including, but not limited to, re-procurement costs, system replacement costs, and liquidated damages; and initiate proceedings to have service provider placed on the Suspended Vendor

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list;

- Once placed on the Suspended Vendor list, state agencies will be advised not to do business with the service provider without written approval from State Purchasing until the state receives reimbursement for all re-procurement costs.

Recommended Termination Assistance Services:

- Service provider must cooperate fully with DMS and any new service provider;
- All processes and procedures performed by the service provider must be explained and appropriate documentation provided for each service layer under contract;
- Answer questions related to the migration and transition of services; and
- Termination assistance services rendered prior to the termination date of the contract will be at no additional cost to DMS. Services rendered after termination of the contract will be at a reasonable rate.

13 Transition Plan

Section 287.0571 (4) (n), F.S. A state agency's transition plan for addressing changes in the number of agency personnel, affected business processes, employee transition issues, and communication with affected stakeholders, such as agency clients and the public. The transition plan must contain a reemployment and retraining assistance plan for employees who are not retained by the state agency or employed by the contractor.

Subsection 287.0571(4)(n), F.S., requires a business case to address issues that may arise when work currently being done by state employees is transferred to a contractor. There is no expectation of a need to reemploy or retrain agency personnel. The DMS staff that perform services related to MCS are expected to not have changes to their roles under Option 2. Therefore, utilizing Option 2 does not require reemployment or retraining assistance and no transition plans for employees are necessary.

14 American With Disabilities Act Of 1990, As Amended

Section 287.0571 (4) (o)F. S. A plan for ensuring access by persons with disabilities in compliance with applicable state and federal law.

The Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, and telecommunications. To ensure that the service provider is compliant with state and Federal ADA laws, the procurement should request that the service provider outline a plan to identify and address any ADA concerns. Future contracts should include the requirement to comply with the provisions in Part II of Chapter 282, Florida Statutes, specifically relating to accessibility of information and technology for those with disabilities.

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15 Contract Provisions

This business case does not address specifics of the contract provisions as set forth in section 287.0571(5), F.S., as they will be fully defined in the ITN. The ITN will take into consideration all other sections of the business case to aid in the development of the contract language as appropriate.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

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Ron DeSantis, Governor
Jonathan R. Satter, Secretary

ITN No.: DMS-19/20-006
Attachment E – Definitions and Acronyms

All personal pronouns used in the Contract, whether used in the masculine, feminine, or gender-neutral, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. The following definitions and acronyms apply to the Contract in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60FF-1, Florida Administrative Code (F.A.C.). In the event of a conflict, the definitions provided in this document will prevail.

Access	When capitalized, this means review, inspect, transmit, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any State Data, regardless of type, form, or nature of storage; Access to a computer system or network includes local and remote access.
Business Days	Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and State paid holidays as set forth in section 110.117, F.S.
Contractor	The Responsive and Responsible Respondent(s), awarded a Contract, if any, pursuant to this ITN. This definition supersedes the definition in section 287.012(7), F.S.
CPNI	Customer Proprietary Network Information. The definition of CPNI is the Title 47 U.S. Code § 222(h) (2019) definition.
CRR	Cost Recovery Rate. The Department's monthly cost recovery charge applied to Customer invoices.
CSAB	Communications Service Authorization and Billing system. https://portal.suncom.myflorida.com/start/#/login
Customers	The entities that are provided services under this Contract, including State agencies, which are required to use the SUNCOM Network, and other entities authorized to use the SUNCOM Network in accordance with Chapter 282, F.S.
End-user	The individual that utilizes the device that consumes the resources defined by the monthly plan. The End-user's employer is the Customer.
EUPL	End User Price List
HA/HR	Highly-available and Highly-reliable. Systems, services, and implementations designed to eliminate planned downtime and prevent unplanned downtime; methods utilize specific hardware, software, and processes; typically implemented in mission critical services.
IP	Internet Protocol
IPsec	An Internet Engineering Task Force standard. Text from RFC 4301 - IPsec creates a boundary, between unprotected and protected interfaces, for a host or a network. Traffic traversing the boundary is subject to the access controls specified by the user or administrator responsible for the IPsec configuration.

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IPsec Tunnel	Tunnels are a design technique utilized by telecommunications service providers to manage traffic. IPsec tunnels are used to create closed user groups to enforce segregation of traffic. IPsec tunnels are a specific type of tunnel which provides security services for IP packets through encryption, authentication, and protection against replay.
MFN	MyFloridaNet
OEU	Other Eligible Users. The entities provided services under this Contract that are not State agencies and are not required to use the SUNCOM Network but are otherwise authorized to use the SUNCOM Network in accordance with Chapter 282, F.S. These include, but are not limited to, political subdivisions of the State, including counties, municipalities, school districts, and water management districts. Also included are, private nonprofit elementary and secondary schools conditioned upon certain requirements, universities, libraries of community colleges, and nonprofit corporations.
Person	When capitalized in Sections 9 and 13 of Attachment B, Draft Contract, this means the Contractor's employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person operating under the Contractor's direction with Access to State Data or who enters either the premises or facilities where State Data is stored or accessible.
Reply	A formal response to this ITN.
Respondent	An entity that submits a Reply to this ITN.
SLA	Service Level Agreement
SLA Clock	Service Level Agreement Clock. The SLA clock refers to how a deliverable will be measured in terms of time for completion as stated in the particular SLA.
SNMP	Simple Network Management Protocol
State	The State of Florida
State Data	All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in its performance under this Contract.
Subcontractor	A third party performing work under the Contract at the direction of the Contractor, including affiliates, partners, teammates, and all other third-party vendors.
VPN Concentrator	Virtual Private Network Concentrator. A device, or collection of devices, built to manage secure connections within or between infrastructures.
VRF	Virtual Routing and Forwarding
WDS	Wireless Data Service
WVS	Wireless Voice Service

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Department of MANAGEMENT SERVICES
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850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Addendum No. 1 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-20/21-006

Date: November 9, 2020

To: Prospective Respondents to ITN No.: DMS-20/21-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

1. ITN No: DMS-20/21-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020
Department's anticipated posting of answers to Respondent's questions on the VBS.		~~November 9, 2020~~ **November 16, 2020**
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	~~November 23, 2020~~ **November 30, 2020**
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149	3:00 PM	~~November 23, 2020~~ **November 30, 2020**

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TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		~~December 1, 2020~~ **December 4, 2020** to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to April 12, 2021
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477	10:00 AM	April 19, 2021

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TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated date to post Notice of Intent to Award on the VBS.		April 26, 2021
Anticipated Contract Execution.		May 2021

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

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Addendum No. 2 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-19/20-006

Date: November 16, 2020

To: Prospective Respondents to ITN No: DMS-19/20-006

From: Caitlen Boles, Procurement Officer

Subject: Respondent Questions and Department Answers

ITN No: DMS-19/20-006, is hereby amended as follows (deletions are shown by strikethrough and additions are underlined):

1. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.3.1, the third sentence, is hereby amended as follows:

   For closed user groups, the Contractor must configure both 1) public IP addresses owned by the State and Other Eligible Users and 2) private IP addresses furnished by the State ~~DMS~~ and Other Eligible Users.

2. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.9, paragraph 2, is hereby amended as follows:

   The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance. ~~The Contractor is responsible for testing each component, including wireless modems (before and after installation, if requested by the Customer), interconnection, interconnection failover, and closed user group configurations.~~ The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

3. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.12, paragraph 4, is hereby amended as follows:

   The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a generalized description ~~copy~~ of the Contractor's associated security procedures upon request.

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4. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.14.3, paragraph 3, is hereby amended as follows:

   The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall deliver the specified quantity (up to 100 of each type requested) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

5. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.17.1.e, is hereby amended as follows:

   e. ~~Maintenance~~ Notifications, SLA B7, B8, B9 (Subsections 3.19.4)

6. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.19.4, is hereby deleted in its entirety and replaced as follows:

   4. Notifications. Electronic notifications are required during instances of significant service impact, including performance degradation, over a generalized area. **Attachment C, SLA-B7.** Electronic notifications are required in advance of maintenance activities when the activity may cause a significant service impact, including performance degradation, over a generalized area. Notifications must include an impact statement, date, time, and estimated duration of the service impact. **Attachment C, SLA-B8 and SLA-B9.**

7. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.23.1, is hereby amended as follows:

   1. Provide all reporting activities listed in SOW subsection 3.26.5, Project Management – Implementation Plan and Customer Specific Migration Plans ~~3.27.5(1)(b) and SOW subsection 3.27.5(1)(c)~~.

8. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.26.3, is hereby amended as follows:

   The Contractor shall create the following two (2) guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D11.**

   1. WDS and WVS Operations Guide~~s~~. The Contractor shall create and maintain one (1) WDS and WVS Operations Guide~~s~~ describing the operational relationship between the Contractor and DMS. The guide~~s~~ must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guide~~s~~ must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

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2. WDS and WVS User Guides. The Contractor shall provide one (1) WDS and WVS User Guides that provide a set of instructions for the End-user. The User Guides must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

9. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 4.5, is hereby amended as follows:

DMS Demonstration Devices. Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide up to ten (10) wireless demonstration public safety devices ~~equipment~~ (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of thirty (30) ~~sixty (60)~~ Business Days. Any demonstration equipment, forms, and processes shall be provided, managed, and maintained by the Contractor.

Customer Demonstration Devices. The number of demonstration public safety devices the Contractor elects to provide to Customers is at the discretion of the Contractor. The Contractor will coordinate directly with any other Customer ~~State agencies~~ regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

10. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 5.8, Work Orders, is hereby amended to delete the following:

~~**Attachment C, SLA-G1.**~~

11. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 5.10, Invoicing Requirements, is hereby amended as follows:

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1.** Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice related to the first available billing cycle after the credit has been determined. **Attachment C, SLA-F2.** Both the handbill and electronic files for the CSAB portion must be received no later than the 10th calendar day of each month.

12. ITN No: DMS-19/20-006, Attachment A: Statement of Work, Section 5.12, Audit of Contractor Invoices, is hereby amended with the following text added:

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an

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electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) one (1) billing cycles from receipt of dispute. If Contractor has not resolved audit exceptions within two (2) one (1) billing cycles, the charges will be adjusted as determined by DMS.

13. ITN No: DMS-19/20-006, Attachment A: Statement of Work, Section 6.6, Customers Liability is hereby amended with the following text added:

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

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14. ITN No: DMS-19/20-006, Attachment C: Service Level Agreements, SLA-B7, SLA-G2, and SLA-G3 are hereby amended as follows:

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Services and Devices for Mobile Communication Services	SLA-B7	Notification, Significant Service Impact ~~Planned Maintenance~~	Notification of significant service impact received one (1) hour after beginning of impact, in accordance with SOW subsection 3.19.4 and section 4. ~~received two (2) Business Days prior to any planned maintenance, in accordance with SOW subsection 3.20.4 and section 4~~	$2,500 per failure to notify	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically one (1) hour after the determination of significant service impact. ~~two (2) Business Days prior to any planned maintenance for which notice is not provided.~~
Direct Ordering and Billing	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	$1,000 per day	
Direct Ordering and Billing	SLA-G3	Direct-Billed Accounts Quarterly Report	A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	$1,000 per day	

Enclosure:
Questions and Answers

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Invitation to Negotiate
Mobile Communication Services
ITN No. DMS-19/20-006
Questions and Answers

The Department's answers to timely submitted questions are below.

Question Number	Section	Page Number	Question	Answer
1	ITN, 3.6.1	12	We are in the telecommunications business and have the ability to provide cellular voice, data and sms services as required by this ITN. Section 3.6.1 requires minimum compliance with "Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement." This renders this ITN open to only AT&T, T-Mobile and Verizon. Am I reading this correctly?	No. Please see the entirety of ITN Section 3.6.1, including: "A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements."
2	N/A	N/A	Would it be possible to supply the SOW and required forms in Microsoft Word format for recently released ITN # DMS-19/20-006?	Vendors may contact the Procurement Officer in writing via email to request Attachment A, Statement of Work (SOW), in Microsoft Word format. Only the SOW will be provided in Microsoft Word format.
3	N/A	N/A	Would the State please provide a word version of each ITN document?	Please see Answer No. 2.
4	ITN, 1.3	4	When will the new agreement commence – May 2021 or after expiration of existing agreement?	The anticipated contract execution date is May 2021 to allow time for migration to new Contract(s), if awarded.
5	ITN, 1.3	4	Will the agreements run concurrently?	Yes. The Department expects any Contracts entered into as a result of this ITN to be concurrent.
6	ITN, 1.8	5	Will the State please consider extending the final deadline one month due to the complexity of the RFP?	No.

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Question Number	Section	Page Number	Question	Answer
7	ITN, 1.8	6	Will the State provide answers to Respondents questions as available (before 11/9)? Respondents would like answers ASAP to confirm about ability to support requirements.	These answers to Respondent's timely submitted questions are being posted in accordance with Section 1.8, Timeline of Events, of the ITN.
8	Attachment A – Statement of Work	N/A	For requirements that do not allow comment, how should Respondents provide clarifications regarding our ability to support the request?	See ITN section 4.4, Negotiations. However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
9	Attachment A – Statement of Work: 4.4 & 4.8	54-55	Requirement 4.4 only references 3GPP and does not synch with 4.8 NPSTC standards. Does the State require Respondents to certify NPSTC compliance prior to (or during) the proposal stage?	Subsection 4.4 requires public safety service plans and devices to adhere to the 3GPP standard. Subsection 4.8 requires the Contractor to demonstrate that a PTT device or service adheres to the NPSTC standard before it can be advertised or marketed as 'mission critical.' Respondents are not required to certify NPSTC compliance in their Replies.
10	Attachment A – Statement of Work & Attachment C – Service Level Agreements	SLA-F2	Please confirm which requirement SLA-F2 applies.	SLA-F2 applies to SOW subsection 5.10. Please see Section 11 of Addendum No. 2.
11	Attachment A – Statement of Work & Attachment C – Service Level Agreements	SLA-G1	Please confirm SLA-G1 applies to 6.2 (not 5.8).	Confirmed, SLA-G1 applies to SOW subsection 6.2. Please see Section 10 of Addendum No. 2.
12	Attachment A – Statement of Work: 5.8	60	Does 5.8 Work Orders have an associated SLA? If yes, please confirm SLA#.	No.
13	ITN, 3.6.1	12	The State of Florida's minimum qualification requirement for 3.6.1, for being a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population, significantly limits competition. Many potential bidders, who have proven their ability to	Section 3.6.1 will remain the same.

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Question Number	Section	Page Number	Question	Answer
			add value to large enterprise and Government customers, do not have the proper FCC certifications. ***We are a facilities based network provider with POPs all over the country and we have relationships with all major wireless providers which gives us carrier-agnostic wireless coverage of well over 90% of the nation's non-rural population.*** We believe ***there are additional companies*** that can add significant value that may not have proof of the volume of coverage. Can the State of Florida revise this requirements to be less restrictive to encourage more competition?	
14	N/A	N/A	Would D.M.S. accept responses from a Mobile Virtual Network Operator (MVNOs) if it creates more competition amongst all of the respondents and ultimately better competitively priced services for SUNCOM customers?	Mobile Virtual Network Operators (MVNOs) are not precluded from submitting a Reply. The Department interprets facilities-based mobile wireless service providers for the purpose of this procurement to include vendors that provide the services using their own network facilities and spectrum for which it holds a license, manages, or for which it has obtained the right to use via a spectrum leasing arrangement.
15	Attachment A – Statement of Work: 1.1.5 & 4.2		Under sections 1.1.5 and 4.2 which center around public safety. Would D.M.S. disqualify vendors who don't have access to Firstnet and other Wireless Priority Access on smartphones or is this an optional subsection that would only apply to Suncom customers in the area of Public Safety?	No. Section 4.2 is optional. Providing public safety specific devices, as referenced in section 1.1.5, is optional.
16	3.18	35	What is the maximum SLA penalty that can be applied in any given month? Maximum CAP?	There is no cap on the amount of SLAs that may be applied in a given month.
17	3.18.5	36	What will serve as validation for the contractor that this report was received on time by DMS?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General

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Question Number	Section	Page Number	Question	Answer
				Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.
18	3.19.1	37	What will serve as validation for the contractor that this report was received on time by DMS?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.
19	3.19.4	37	What will serve as validation for the contractor that this message was received on time by DMS?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.
20	3.19.4	37	How will discrepancies between Contractors time stamping and DMS time stamping be resolved?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.

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Question Number	Section	Page Number	Question	Answer
21	2	4	In ATTACHMENT B - DRAFT CONTRACT, the "Contract and Documents Hierarchy"is not consistent with the actual ITN Attachments A through E. For example, Section 2 (1-7) identifies Attachment A as "Definitions and Acronyms" whereas, it is Attachment E in the ITN Attachments. It also refers to Attachment C as "Contractor's Pricing" with three Exhibits whereas Attachment C is "Service Level Agreements" in the ITN documents. Please provide further clarification.	Section 2, Contract Documents and Hierarchy, of the Draft Contract specifies the order of precedence for the resulting Contract(s), if any. The documents are not intended to match the ITN attachments and are updated prior to Contract execution to follow the typical naming convention (e.g., A, B, C, etc.).
22	6.6	65	The document indicates that there are 66 total pages but there are only 65 pages provided in Attachment A. Is there a missing page?	This is a clerical error and Attachment A: Statement of Work should read 65 pages.
23	6.6	65	There are no instructions at the end of Section 6 "Direct Ordering and Billing". Did The State intend to include specific instructions or a "Read, understands, and will comply" statement at the end of the section?	Please see Section 13 of Addendum No. 2.
24	1.8	6	In ITN Document, under the "Timeline of Events", the respondent requests a two month extension to January 29, 2021 based on holiday staffing issues.	No.
25	4.5	54	What is the limit on the number of device demos required? Currently, the Vendor is contracted for up to 10 demo devices.	Please see Section 9 of Addendum No. 2.
26	4.8	55	Does the statement; "Mission critical push-to-talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical", as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department." include the statements 3GPP MCPTT compliant?	3GPP MCPTT compliance is not required for NPSTC compliance, but the Department reserves the right to discuss additional compliance requirements during negotiations in accordance with ITN section 4.4, Negotiations.

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Question Number	Section	Page Number	Question	Answer
27	4.8	55	Does the reference to "the Department" refer to NPSTC or State of Florida DMS?	State of Florida, DMS
28	4.8	55	Please confirm that is the correct use for compliance testing. https://www.npstc.org/documents/Functional%20Description%20MCV%20v5.doc - Included In Question Attachment 1 - Question Attachment 1 - Mission Critical Voice Communications	Confirmed.
29	ITN, 1.8	5	Will the State please consider extending the deadline for questions two weeks due to the complexity of the RFP?	No.
30	ITN, 1.8	5	Will Respondents be able to ask follow-up questions on the complete Respondent answers scheduled to be release on 11/9?	No. Respondents invited to participate in negotiations will be permitted to ask additional questions during the negotiations phase.
31	Attachment A – Statement of Work, 2	13-16	Will the State agree to add "or equivalent experience" to each Key Staff Position descriptions as follows: The (POSITION) shall possess the following minimum qualifications, or equivalent experience: 2.2 Key Staff Position - Account Manager 2.3 Key Staff Position - Project Manager 2.4 Key Staff Position - Business Operations Manager 2.5 Key Staff Position - Engineering and Design Manager 2.6 Key Staff Position - Operations and Security Manager	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

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Question Number	Section	Page Number	Question	Answer
32	Attachment A – Statement of Work, 2	13	Will the State agree to modify the language "The (POSITION) or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year" to state the following: "24x7x365 support will be available through a Care team." Key staff may not be available 24/7/365 but Contract will provide this level of support through its Care team.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
33	Attachment A – Statement of Work, 2.3	14	Will the State agree to remove minimum qualification #5 from Section 2.3 Key Staff Position - Project Manager? While the Respondent will agree to meet all other qualifications for this Key Staff Position, it is respectfully requested that the certification requirement be removed to allow more flexibility in staffing.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
34	Attachment A – Statement of Work, 3.3	18	Please confirm the CSAB portal services are only available to State agencies on one centralized DMS account?	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.
35	Attachment A – Statement of Work, 3.3	18	Will the State agree to modify this sentence in Section 3.3 to delete the phrase "owned by the State and Other Eligible Users" and replace the language with "public IP address owned by Contractor"? The revised language would read as follows: "The Contractor must configure both 1) public IP addresses owned by Contractor ~~the State and Other Eligible Users~~ and 2) private IP addresses furnished by DMS and Other Eligible Users.	Please see Section 1 of Addendum No. 2.
36	Attachment A – Statement of Work, 3.4	19	Please confirm OEU's are not permitted to order and bill through their own instance in the CSAB portal.	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.

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Question Number	Section	Page Number	Question	Answer
37	Attachment A – Statement of Work, 3.5	20	What are the Direct-Billed OEU's permitted to do and/or order within the State CSAB?	OEU's are not restricted from ordering from the CSAB portal, its functionality is available to all Customers. This can be further discussed in negotiations.
38	Attachment A – Statement of Work, 3.6	24	Please confirm the State will continue to own and maintain all of the MFN equipment and circuitry.	Confirmed.
39	Attachment A – Statement of Work, 3.6	24	Please confirm the Respondent will maintain equipment and capacity on the Respondent side.	Please see subsection 3.6 (page 21). "In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator." Please see subsection 3.15 (page 33). "The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software." See also Figure 4, IPsec VPN Interconnection into MyFloridaNet on page 22 of the SOW; the Contractor is financially responsible for its interface to the internet.
40	Attachment A – Statement of Work, 3.9	28	Will the State agree to modify the following portion of this requirement: "including wireless modems (before and after installation, if requested by the Customer)"? The Respondent will assist with the deployment and ongoing deployment / kitting support for bulk orders of (50) or more. Basic power on / connectivity testing including a QA process sampling for application load is performed for bulk orders by our kitting and staging partners. The State will have support available to	Please see Section 2 of Addendum No. 2.

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Question Number	Section	Page Number	Question	Answer
			troubleshoot issues related to connectivity, CUG, Failover, etc.	
41	Attachment A – Statement of Work, 3.12	29	The Respondent respectfully requests the following be removed from this requirement: "The Contractor will provide DMS a copy of the Contractor's associated security procedures upon request." Respondent security procedures are considered proprietary. Respondent will communicate details where necessary.	Please see Section 3 of Addendum No. 2.
42	Attachment A – Statement of Work, 3.14.3	32	Is this requirement per agency and per event?	Per event, not per agency. Please see Section 4 of Addendum No. 2.
43	Attachment A – Statement of Work, 3.14.3	32	Does the State intend to keep or return devices to the Respondent after the emergency event?	Return.
44	Attachment A – Statement of Work, 3.15	33	Please confirm the State will be financially responsible for the MFN equipment and circuitry including VPN concentrators, circuits, and infrastructure components.	Please see subsection 3.15 (page 33). "The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software." See also Figure 4, IPsec VPN Interconnection into MyFloridaNet on page 22 of the SOW; the Contractor is financially responsible for its interface to the internet.
45	Attachment A – Statement of Work, 3.17	34	Please further describe what statistics on products/services from a high level to a detailed level the State is looking for Respondents to provide.	The Department will provide additional information at the time of request when the items specified in section 3.17.2 are requested from the Contractor.
46	Attachment A – Statement of Work, 3.17	34	What information does the State wish to receive regarding device trends?	Please see Answer No. 45.

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Question Number	Section	Page Number	Question	Answer
47	Attachment A – Statement of Work, 3.19	37	Please confirm the DMS will funnel escalations from agencies and OEU to the Respondent as opposed to individual agencies and OEU escalating directly to the Respondent.	OEUs, State agencies, and DMS may contact the Contractor(s) directly.
48	Attachment A – Statement of Work, 3.19	37	If there is a customer impacting outage as a result of any planned maintenance, those notifications will be provided by Respondent under the unplanned maintenance notification process. Will the State agree to modify SOW subsection 3.19 to modify (4) with the following revised language? Notifications. Notifications must be for provided for ~~planned,~~ emergency, and unplanned maintenance. The Contractor shall send an electronic notification which informs DMS of 1) ~~a planned maintenance which may potentially cause a service outage; 2~~) emergency maintenance when it may cause a service outage and when there is an outage impacting a generalized area; and 2) unplanned maintenance for significant unplanned maintenance and when there is a significant performance impact over a generalized area. The notification must include an impact statement, date, time, and estimated duration of the maintenance. **Attachment C, SLA ~~B7,~~ B8, and B9.**	Please see Section 6 of Addendum No. 2.
49	Attachment A – Statement of Work, 3.23	41	SOW subsection 3.23(1) states that the Contract shall "Provide all reporting activities listed in SOW subsection 3.27.5(1)(b) and SOW subsection 3.27.5(1)(c)." Can the State please confirm that the citations to subsection 3.27.5(1)(b) and 3.27.5(1)(c) are the correct subsections? There does not appear to be subsections with these numbers in the SOW.	Please see Section 7 of Addendum No. 2.

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Question Number	Section	Page Number	Question	Answer
50	Attachment A – Statement of Work, 3.23 (7)	41	Will the State agree to revise SOW Subsection 3.23(7)(c) to revise the statement "Migration does not include new Customers or Customers changing their services after migration" to state, "Migration does not include new Customers, ~~or~~ Customers changing their services after migration, or non-State agencies that opt to purchase under a different contract vehicle." Non-State agencies and are not required to use this Contract and Contractors, both incumbent and non-incumbent, should not be required to migrate those Customers to this new Contract if the non-State agency opts to utilize a different contract vehicle.	See ITN section 4.4, Negotiations. However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
51	Attachment A – Statement of Work, 3.26.2	47	Respondent respectfully requests the following be removed from this requirement: "costs and calculated earned value metrics Cost Performance Index (CPI) and Schedule Performance Index (SPI),". This portion of the requirement is not applicable to a fixed-priced wireless contract.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
52	Attachment A – Statement of Work, 3.26.2	47	Respondent requests that the State clarify that the Contractors have up to 18 months to complete the Project Implementation Phase.	Contract Nos. DMS-10/11-008A – C expire January 19, 2022. The Contract(s), if any, resulting from this ITN are anticipated to be executed in May 2021. This leaves eight (8) months for implementation. The timeframe for each awarded Contractor's implementation will be agreed upon in the Implementation and Migration Plan.
53	Attachment A – Statement of Work, 3.26.3	48	Please clarify the State's expectations for the Operations Guide. What type of topics and information would the State like included in the Guide?	During the Implementation Phase, some details related to "engineering, operational, and business processes" will need to be agreed upon between the Department and the Contractor(s). Once those standard operating procedures are written, they are to be collected and published as the Operations Guide. "At a minimum, the guide must include

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Question Number	Section	Page Number	Question	Answer
				ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes." A specific example of a topic to be included in the guide will be the answer to the question, "How should the Contractor notify the State when a device is not available at the point of order?" See also Section 8 of Addendum No. 2.
54	Attachment A – Statement of Work, 3.26.5 (c)	49	Please define 'non-incumbent'.	Non-incumbent Contractors would be any vendors the Department contracts with as a result of this ITN that do not currently have an MCS Contract with the Department.
55	Attachment A – Statement of Work, 4	53	Specific to 4. Public Safety Service Plans and Devices, are Respondents permitted to not bid on this section of the ITN?	Yes.
56	Attachment A – Statement of Work, 4	53	Should the Respondent be unable to meet all Public Safety specifications as written, will there be an opportunity for Respondent to add specified services after award should those specifications be met?	Contract terms may be negotiated in accordance with ITN Section 4.4, Negotiations; however, Contract terms can only be changed after Contract execution via amendment, in accordance Section 19.10, Modification and Severability, of Attachment B, Draft Contract.
57	Attachment A – Statement of Work, 4	53	Should the Respondent be unable to meet all Public Safety specifications as written, would DMS allow Respondent's Public Safety solutions onto the contract to allow local entities to purchase such using the FL MCS contract, if they so deemed these solutions meet their needs?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
58	Attachment A – Statement of Work, 4	53	Should the Respondent need development time to meet the Public Safety specifications as written, could the Respondent be allowed a 12 month time period after award to meet such expectations, knowing no sales would occur until the specifications are met?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current terms apply.

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Question Number	Section	Page Number	Question	Answer
59	Attachment A – Statement of Work, 4	53	Should the Respondent meet several of the Public Safety specifications and provide significant advantages in price or other capabilities, will it still be considered as an option for the State?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.
60	Attachment A – Statement of Work, 4.5	54	What aspects of the Public Safety offer is the State looking to be demonstrated?	Test devices required by section 4.5 (wireless demonstration equipment) could be any device the awarded Contractor(s) are proposing for addition in their catalogs as a public safety device.
61	Attachment A – Statement of Work, 4.7	55	The Respondent requests the State strike 'device type' from this requirement. Responder does not always have access to this data, such as in a BYOD scenario.	The Contractor will not be required to provide information that is not available.
62	Attachment A – Statement of Work, 5.3	58	Please confirm the State's definition of inventory for this requirement (services or equipment)?	Inventory is described in subsection 5.9, Inventory.
63	Attachment A – Statement of Work, 5.9	58	How should the Respondent notify the State when a device is not available at the point of order?	This level of detail related to this business process will be developed during the implementation process.
64	Attachment A – Statement of Work, 5.5	59	Please provide a sample CSAB Service Catalog.	The requested information can be found on the Contractor's EUPLs, which are uploaded into the CSAB Service Catalog. The Department's current EUPLs can be accessed at: https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services
65	Attachment A – Statement of Work, 5.6	59	Will the State please confirm the 0.7% transaction fee that all vendors must collect for sales made on the MyFloridaMarketPlace (MFMP) online procurement system is not subject to the rules/requirements in section 5.6?	Confirm.

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Question Number	Section	Page Number	Question	Answer
66	Attachment A – Statement of Work, 5.9	6.1	Please confirm the State wants a view into only the active inventory on CSAB for the DMS account, as opposed to Contractor's available device inventory.	The State is not requiring a view into the Contractor's available device inventory.
67	Attachment A – Statement of Work, 5.10	61	Is the State willing to agree to remove the phrase "based on a calendar month" from this requirement? The Respondents bill-cycles don't align with the calendar month.	A full month cycle of service is needed. Bill cycle does not have to begin on the 1st of each month and end on the 30th.
68	Attachment A – Statement of Work, 5.10	61	Is the State willing to agree to modify the timeframe for the following sentence "for electronic files for the CSAB portion must be received no later than ~~the 10th calendar day~~ of each month" to "15 business days" from this requirement? The Respondents billing process requires the additional time to complete our internal steps.	Ten (10) calendar days after the bill cycle completes for DMS CSAB accounts; however, if billed directly to Customer, no billing detail is needed for DMS.
69	Attachment A – Statement of Work, 5.11	61	Is this Substantiating Detail File specific to the CSAB bill file or required for all accounts purchasing under the contract?	The invoice substantiation file is specific to CSAB individual bills required under the Contract.
70	Attachment A – Statement of Work, 5.11	61	Please provide definition for unique ID?	CSAB inventory number.
71	Attachment A – Statement of Work, 5.12	62	The Respondent respectfully asks for the following modification to this requirement: "DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) ~~one (1)~~ billing cycle from receipt of dispute or the Contractor will advise the DMS staff if additional time is required. ~~If Contractor has not resolved audit exceptions within one (1) billing cycle, the charges will be adjusted as determined by DMS.~~"	Two bill cycle – If Contractor has not resolved audit exceptions within two (2) billing cycles, the charges will be adjusted as determined by DMS.

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Question Number	Section	Page Number	Question	Answer
72	Attachment A – Statement of Work, 5.16	62	Is the State willing to agree to remove the phrase "based on a calendar month" from this requirement? The respondent bill-cycles don't align with the calendar month.	Please see Answer No. 67.
73	Attachment A – Statement of Work, 6	63	In regards to "By acceptance of an MFMP purchase order" does this refer to standard punch-out CXML PO specification?	MFMP purchase order routing is typically discussed once the Department and Contractor begin testing the MFMP punchout catalog during the Implementation Phase. The Contractor has two (2) options for order routing: email or electronic via the Ariba Network. If the Contractor elects to use email order routing, orders will be sent as an attachment using HTML format. If the Contractor elects to use electronic order routing, orders will be sent via cXML.
74	Attachment A – Statement of Work, 6.3 & 6.4	64	Please define "Customer corporate identifier".	The corporate identifier is found in reports and statements (bills) associated with direct-billed accounts. This static entry is created by the Contractor. It allows Customers and DMS to recognize reports and statements as generated under the Contract.
75	Attachment A – Statement of Work, 6.4	64	Can the State please provide a template for this report?	There is no template for the Direct-Billed Monthly Report. It is provided by the Contractor and subject to DMS final approval.
76	Attachment A – Statement of Work, 6.5	65	Can the State please provide a template for this report?	There is no template for the Direct-Billed Quarterly Report. It is provided by the Contractor and subject to DMS final approval.
77	Attachment A – Statement of Work, 6.5	65	The Respondent requests the State strike 'device type' from the Quarterly Reporting of Direct-Billed Accounts. Responder does not always have access to this data, such as in a BYOD scenario.	Please see Answer No. 61.
78	Attachment C – Service Level Agreements	1	Respondent requests a limitation on financial penalties be included in Attachment 3, Service Level Agreement to limit each individual SLA to a cap of not more than 2% of monthly revenue per SLA, with an aggregate monthly cap across	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

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Question Number	Section	Page Number	Question	Answer
			all SLAs in Attachment 3 of not more than 5% of monthly revenue under the Contract.	
79	Attachment C – Service Level Agreements	1	Will the State confirm that one, multiple, or recurring violations of an SLA will not be considered a breach of the Contract?	Please see Attachment B – Draft Contract, section 11.2. "One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s). The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors."
80	Attachment C – Service Level Agreements	1	Regarding SLA language and penalties, the ITN is not allowing any method of negotiation. Will the State reconsider, or is the only other contractor option a no-bid?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.
81	Attachment C – Service Level Agreements	1	Will SLA penalty amounts be individually negotiated with each vendor, or contract consistent for all vendors?	The Department's intent is to have consistent SLAs across all Contracts, if multiple Contracts are awarded. However, the Department reserves the right to negotiate all terms with vendors individually. See also ITN section 4.4, Negotiations. However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
82	Attachment C – Service Level Agreements, SLA-B1	2	The Respondent respectfully requests the following changes to the financial consequence for this SLA:	See ITN section 4.4, Negotiations.

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Question Number	Section	Page Number	Question	Answer
			$500 ~~$5,000~~ per connectivity issue incidence ~~$5,000 per quarter hour if the failover is not successful and~~ that results in downtime of longer than 500 second	However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
83	Attachment C – Service Level Agreements, SLA-B3	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the SLA Compliance Report to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
84	Attachment C – Service Level Agreements, SLA-B4	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the Escalation Activity Report to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
85	Attachment C – Service Level Agreements, SLA-B5	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the Zero Usage Report to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
86	Attachment C – Service Level Agreements, SLA-B6	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the Escalation Procedure Development and Updates to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
87	Attachment C – Service Level Agreements, SLA-B7	3	If there is a customer impacting outage as a result of any planned maintenance, those notifications will be provided by Respondent under the unplanned maintenance notification process. As such, Respondent requests that SLA-B7 Notification, Planned Maintenance be removed in its entirety?	Please see Section 14 of Addendum No. 2.

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Question Number	Section	Page Number	Question	Answer
88	Attachment C – Service Level Agreements, SLA-B7	3	If SLA-B7 is not removed, Respondent respectfully requests reducing the financial consequence from $2500 / day for Planned Maintenance to $500 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
89	Attachment C – Service Level Agreements, SLA-B8	4	Respondent respectfully requests reducing the financial consequence from $2500 / day for Emergency Maintenance to $500 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
90	Attachment C – Service Level Agreements, SLA-B9	4	Respondent respectfully requests reducing the financial consequence from $2500 / day for Unplanned Maintenance to $500 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
91	Attachment C – Service Level Agreements, SLA-B10	5	Will the State agree to revise SL-B10 to remove the existing Performance Metric and replace it with the following: "The SLA clock stops for incumbent Contractors when all End-users are identified as either migrated, ~~or~~ no longer receiving services from the Contractor, or for non-State agencies having selected another contract vehicle. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated or for non-State agencies having selected another contract vehicle."	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
92	Attachment C – Service Level Agreements, SLA-D17	8	Respondent respectfully requests SLA-D17 be removed in its entirety because most tasks in the checklist have individual SLAs already assigned.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.

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Question Number	Section	Page Number	Question	Answer
93	Attachment C – Service Level Agreements, SLA-F1	8	The Respondent respectfully requests the removal of this SLA due to the ambiguity of 'complete and accurate'.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
94	Attachment C – Service Level Agreements, SLA-F1	8	Respondent respectfully requests reducing the financial consequence from $1000 / day for delayed invoices to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
95	Attachment C – Service Level Agreements, SLA-F2	8	The Respondent respectfully requests the removal of this SLA. The financial consequence could far exceed most credits and the Respondent's standard business practice it to apply credits within two (2) billing cycles.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
96	Attachment C – Service Level Agreements, SLA-G1	9	Please confirm the fees cited as previous in the following Performance Metric should be for the current quarter: "An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2"	This is correctly stated in Attachment C, SLA-G1. For example, the Cost Recovery Payment for the calendar quarter January through March is due by May 15th, which is within forty-five (45) days after the end of the calendar quarter.
97	Attachment C – Service Level Agreements, SLA-G2	9	The Respondent respectfully requests the following change to this requirement: A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	Please see Section 14 of Addendum No. 2.

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Question Number	Section	Page Number	Question	Answer
98	Attachment C – Service Level Agreements, SLA-G2	9	Respondent respectfully requests reducing the financial consequence from $1000 / day for delayed invoices to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
99	Attachment C – Service Level Agreements, SLA-G3	9	The Respondent respectfully requests the following change to this requirement: A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	Please see Section 14 of Addendum No. 2
100	Attachment C – Service Level Agreements, SLA-G3	9	Respondent respectfully requests reducing the financial consequence from $1000 / day for delayed invoices to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

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Department of MANAGEMENT SERVICES
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Tallahassee, FL 32399-0950
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Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Addendum No. 3 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-20/21-006

Date: March 29, 2021

To: Prospective Respondents to ITN No.: DMS-20/21-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

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1. ITN No: DMS-20/21-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 16, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 30, 2020
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

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TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 ~~to April 12, 2021~~ **April 29, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~April 19, 2021~~ **May 3, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~April 26, 2021~~ **May 10, 2021**

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TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated Contract Execution.		May 2021

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

DocuSign Envelope ID: 7A8E64EC-7F69-45F7-9E9B-B2528340E7F8

Department of MANAGEMENT SERVICES
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4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Addendum No. 4 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-19/20-006

Date: April 27, 2021

To: Prospective Respondents to ITN No.: DMS-19/20-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

---

1. ITN No: DMS-19/20-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 16, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 30, 2020
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

DocuSign Envelope ID: 7A8E64EC-7F69-45F7-9E9B-B2528340E7F8

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to ~~April 29, 2021~~ **May 26, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~May 3, 2021~~ **May 27, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~May 10, 2021~~ **June 1, 2021**

DocuSign Envelope ID: 7A8E64EC-7F69-45F7-9E9B-B2528340E7F8

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated Contract Execution.		~~May 2021~~ **June 2021**

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

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4050 Esplanade Way
Tallahassee, FL 32399-0950
Tel: 850-488-8440 | Fax: 850-414-6122

Ron DeSantis, Governor

State of Florida
Department of Management Services

Invitation to Negotiate (ITN) No.: DMS-19/20-006
Mobile Communications Services (MCS)

Notice of Intent to Award

Pursuant to section 287.057(1)(c), Florida Statutes, the Department intends to award contracts to the following vendors:

- AT&T Corp.
- T-Mobile USA, Inc.
- Cellco Partnership d/b/a Verizon Wireless

To the extent this Intent to Award gives rise to a protest, failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

Pursuant to section 287.057(23) of the Florida Statutes, "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

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4050 Esplanade Way
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850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

INVITATION TO NEGOTIATE

FOR

MOBILE COMMUNICATION SERVICES

ITN NO: DMS-19/20-006

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

Procurement Officer: Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.3Y
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-9226312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES
Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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Attachment A – Statement of Work
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Attachment C – Service Level Agreements
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Forms:

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FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – NON-COLLUSION STATEMENT
FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS
FORM 6 – BUSINESS EXPERIENCE

SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The State of Florida (State), Department of Management Services (Department or DMS) is seeking to establish, through this Invitation to Negotiate (ITN), a contract or contracts (Contract) for cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories and features, collectively referred to herein as Mobile Communication Services (MCS). MCS is part of the DMS SUNCOM group of contracts providing voice and data services to SUNCOM Customers. The Department intends to award multiple Contracts but reserves the right to award to one Respondent or to make no award.

The resulting Contract(s), if any, will be used by State agencies and other authorized entities, collectively referred to as "Customers," in accordance with Chapter 282, Florida Statutes.

If more than one (1) Contract is awarded, then the use of the terms "Contract," "Contractor," "Reply," and "Respondent" include the plural when applicable.

1.2 Background

Prior to issuance of this solicitation, the Department contracted with a private vendor to assist in the development of a business case for MCS, in accordance with section 287.0571, Florida Statutes. The business case examined options for the future path of MCS and recommended that the Department issue an ITN for the services. That Mobile Communication Services Business Case is attached to this procurement as Attachment D – Business Case for background informational purposes only and does not contain specifications for this solicitation.

The Department has estimated that the annual total enterprise expenditures on the Contract resulting from this solicitation will be approximately $85 million. This estimate is for informational purposes only. Under no circumstances should this estimate be construed as representing actual, guaranteed, or minimum spend under any new Contract.

1.3 Term

The term of the Contract will be five (5) years. Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part for up to five (5) additional years. Renewals are contingent upon satisfactory performance evaluations by the Department and are subject to the availability of funds (see section 287.057(13), Florida Statutes).

1.4 Questions Being Explored

a) What is the best model for delivery of cost-efficient and high-quality MCS, including nationwide coverage?
b) What service options meet a variety of Customer needs?
c) How we the Department maintain competitive pricing throughout the initial and renewal year of the Contract?
d) What is the best model for the Department to achieve the objectives state in Attachment A – Statement of Work (SOW), Subsection 1.3?

1.5 Goals of the ITN

The goals of this ITN are to establish:

a) The delivery of cost-efficient and high-quality MCS, including nationwide coverage;
b) Service options to meet a variety of Customers' needs;

c) Competitive pricing throughout the initial and any renewal years of the Contract; and
d) The objectives stated in Attachment A - Statement of Work (SOW), Subsection 1.3.

1.6 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.fl.gov. Requests for accommodation for meetings must be made at least five (5) Business Days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.7 Procurement Officer

The Procurement Officer is the **sole point of contact** for this procurement. Direct all contact with the Department to the Procurement Officer in writing by email.

Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.3Y
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: dms.purchasing@dms.myflorida.com

*****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER*****

If a Respondent is claiming that any portion of an email is trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or Federal Law, the Respondent is to place the word "Confidential" in the subject line. (See Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, of this ITN for more information on confidential information.)

Any contact with the Department by an affiliate, a person with a relevant business relationship with a Respondent, or an existing or prospective subcontractor to a Respondent is assumed to be on behalf of a Respondent unless shown otherwise.

1.8 Timeline of Events

The table below contains the anticipated Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Respondent's responsibility to check the VBS for any changes. The Respondent is responsible for ensuring the Department receives all required documentation by the dates and times (Eastern Time) specified below (or as revised by addenda).

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 9, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 23, 2020
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149	3:00 PM	November 23, 2020
Anticipated Evaluations Phase.		December 1, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to April 12, 2021
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477	10:00 AM	April 19, 2021

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477		
Anticipated date to post Notice of Intent to Award on the VBS.		April 26, 2021
Anticipated Contract Execution.		May 2021

SECTION 2. SOLICITATION PROCESS

2.1 General Overview

The ITN is a method of competitively soliciting contractual services under section 287.057(1)(c), Florida Statutes. This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting a Reply are to comply with all terms and conditions described in this solicitation. The Department will hold a public opening of the Replies at the date, time, and location provided in the Timeline of Events.

The ITN process is divided into two (2) phases: the evaluation phase and the negotiation phase. The evaluation phase involves the Department's evaluation of Replies in accordance with this ITN. During this phase, the Department evaluates all Responsive Replies using the assessment scale against all evaluation criteria to establish a competitive range of Replies reasonably susceptible of award. The Department then selects one (1) or more Respondents within the competitive range with which to commence negotiations.

The negotiation phase involves negotiations between the Department and one or more Respondents whose evaluated Replies were determined to be within the competitive range, in accordance with this ITN. During this phase, the Department may request revised Replies and best and final offers (BAFOs) based on the negotiations.

Once negotiations have concluded and BAFO(s) have been received and reviewed, the Department will hold a negotiation team public meeting to recommend Contract award(s). The Department intends to post a notice of Intent to Award Contract(s), identifying the responsive and responsible vendor(s) that provide the best value to the State based on the selection criteria set forth in Subsection 4.5, Final Selection and Notice of Intent to Award Contract, of the ITN.

Any reservation or listing of reservations of the Department's rights provided in this ITN is not intended to be exhaustive and shall not be construed to limit the rights of the Department in conducting this procurement.

2.2 Questions and Answers

Respondents will submit all questions during the Question and Answer period in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in Subsection 1.8, Timeline of Events.

The Department requests that all questions have the solicitation number in the subject line of the email and be submitted in the following format:

Question #	Respondent Name	Section	Page #	Question

Questions will not constitute a formal protest of the specifications of the solicitation. Department answers to written questions will be issued by addendum via the VBS.

2.3 Addenda to the Solicitation

The Department reserves the right to modify this solicitation by issuing addenda posted on the VBS. It is the responsibility of the Respondent to check the VBS for information and updates.

2.4 Receipt of Replies

2.4.1 Reply Deadline

The Respondent is responsible for ensuring the Department receives the Reply no later than the date and time provided in Subsection 1.8, Timeline of Events, of this ITN (or as revised by addenda). Address the Reply to the Procurement Officer at:

Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.1X
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

All methods of delivery or transmittal to the Procurement Officer are exclusively the responsibility of Respondents, and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondents.

2.4.2 Clarifications to Replies

No changes, modifications, or additions to the Replies will be allowed after the Replies have been opened, except as negotiated during the negotiation phase. However, the Department reserves the right to seek clarifications from any Respondent at any time.

2.5 Respondent Firm Offer

The Department may enter into a Contract within three hundred and sixty-five (365) calendar days after the date the Notice of Intent to Award is posted, during which period Replies shall remain firm and shall not be withdrawn. If a Contract is not executed within three hundred and sixty-five (365) days, the Replies shall remain firm until either the Contract is executed or the Department receives from a Respondent written notice that the Reply is withdrawn.

SECTION 3. GENERAL INSTRUCTIONS

3.1 General Instructions to Respondents (PUR 1001 Form)

The PUR 1001 Form, General Instructions to Respondents, is incorporated by reference into this solicitation but is superseded to the extent set forth herein. The form can be accessed at: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

Sections 3, 5, 9, and 14 of the PUR 1001 Form are inapplicable and are replaced as follows:

Section 3. Electronic Submission of Offers
Replies shall be submitted in accordance with Subsection 3.5, How to Submit a Reply.

Section 5. Questions
Submit questions in accordance with Subsection 2.2, Questions and Answers.

Section 9. Respondent's Representation and Authorization.
In submitting a Reply, the Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- The Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery,

collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or a position involving the administration of funds:
    - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
    - Has within a three-year period preceding this certification had one (1) or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- The commodities or contractual services offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Reply.
- The Respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees, against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's Reply.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Reply. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.
- If at any point during the course of the procurement, circumstances change so that any of the above acknowledgements are no longer true, the Respondent will notify the Procurement Officer as soon as practicable.

Section 14 – Firm Response
The offer will be held firm in accordance with Subsection 2.5, Respondent Firm Offer.

3.2 MFMP Registration

The awarded Respondent(s), if any, must have completed this process prior to Contract execution. For additional information, please visit: https://Respondent.myfloridamarketplace.com/.

The awarded Respondent(s) will be required to pay the required MFMP transaction fee(s) as specified in Subsection 3.7, MyFloridaMarketPlace Transaction Fee, of Attachment B - Draft

Contract, unless an exemption has been requested and approved pursuant to Rule 60A-1.031, Florida Administrative Code.

3.3 Florida Substitute Form W-9 Process

A State of Florida contractor ***must*** have registered and completed an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Respondents provide on the Form W-9.

For instructions on how to complete the Florida Substitute Form W-9, please visit: http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf

The awarded Respondent(s), if any, must have completed this process prior to Contract execution.

3.4 Website References

Respondents should not incorporate or reference dynamic links that are external to the Reply documents. Provide screen shots in lieu of references to websites. References to dynamic links (Universal Resource Locators) will not be considered as part of the Respondent's Reply.

3.5 How to Submit a Reply

Respondents are responsible for submitting their Replies by the date and time specified in the Timeline of Events of this solicitation. Respondents are to submit the Reply in a sealed package containing the following:

3.5.1 One (1) hard copy of a cover letter as specified in Section 3.7, Contents of Reply.

3.5.2 One (1) electronic Reply in Adobe (.pdf) on a USB flash drive (CD/DVD format is also acceptable). Files are to be organized in accordance with Section 3.7, Contents of Reply. The Vendor's Device List; Vendor's Services and Discounts Pricing; and Vendor's Services and Discounts Pricing, Public Safety (if submitting), should be submitted in either Adobe (.pdf) or Microsoft Excel.

3.5.3 If applicable, one (1) electronic redacted copy of the entire Reply on a USB flash drive (CD/DVD format is also acceptable), as described in Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, of this ITN. Large files should be scanned as separate files.

All electronic documents are to be searchable to the fullest extent practicable.

Clearly mark on the outside of the sealed package the solicitation number, company name, and Procurement Officer name.

Submit Replies to the Procurement Officer at the address listed in Subsection 1.7, Procurement Officer.

Prepare Replies simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The emphasis of each Reply should be on completeness and clarity of content.

Replies that are not timely submitted with all required information may be deemed nonresponsive. The risk of submitting a blank or unreadable USB flash drive or CD/DVD rests with the Respondent.

3.6 Mandatory Responsiveness Requirements

The Department will not evaluate Replies that do not meet the minimum mandatory requirements listed below. Responses to the SOW will be scored at the evaluation phase. Responses to the SOW and evaluator scores will not be used to determine the responsiveness of the Replies.

The Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State.

3.6.1 The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a "nationwide service provider" in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here: https://docs.fcc.gov/public/attachvments/FCC-18-181A1.pdf

The certifications required in Subsections 3.6.2 through 3.6.4 must be accomplished through the execution of Form 5, Mandatory Responsiveness Requirements, below. A Reply will be deemed nonresponsive if it fails to contain a signed Form 5.

3.6.2 The Respondent must certify that it is in compliance with Subsection 3.1, General Instructions to Respondents (PUR 1001 Form), of this ITN.

3.6.3 The Respondent must certify that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.

3.6.4 The Respondent must certify that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.

3.6.5 The Respondent must certify that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website: www.sunbiz.org

3.7 Contents of Reply

All Replies are to be organized in sections as directed below. Submit the sections of the Reply in one (1) sealed package to the Procurement Officer, organized as follows:

1. **A cover letter on the Respondent's letterhead with the following information:**

   a. Company name and physical address;
   b. Primary location from where the work will be performed;

c. Contact information for primary point of contact, including phone number and email address; and
d. Federal Employer Identification (FEID) Number.

2. **Completed forms:**

FORM 1 – CONTACT INFORMATION
FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – NON-COLLUSION STATEMENT
FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 6 – BUSINESS EXPERIENCE

3. **Mandatory Responsiveness Requirements**:

A signed FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS.

4. **Respondent's Reply to the Statement of Work (Technical Reply)**
Respondent will provide a response to each subsection in the SOW, where it is requested, by either inserting a narrative in the response blocks below the text of the numbered subsection (preferred method) or by attaching a narrative with a reference to the corresponding SOW subsection.

Note: It is the Respondent's responsibility to ensure responses are properly aligned with the corresponding SOW sections. The Department will not be responsible for evaluating portions of responses that are improperly aligned with the SOW subsections. See also Subsection 1.1, Instructions for Response Blocks, of the SOW regarding SOW Reply instructions.

Provide responses to the SOW in a font color for narrative that is different than the SOW font color.

5. **Respondent's Experience Reply**
Respondent will provide an Experience Reply that provides all the information required by this section.

The Respondent will supply a brief narrative of Respondent's prior relevant experience and ability to provide the proposed Wireless Voice Services (WVS) and Wireless Data Services (WDS) described in Attachment A – Statement of Work, including, at a minimum, a description of:

a. Respondent's market penetration for WVS and WDS services.
b. Respondent's experience providing services of similar scope to other public sector clients comparable to the State of Florida.
c. Respondent's experience supporting devices and software systems of different manufacturers. List similar or like systems the Respondent has supported in the last three (3) years.
d. Respondent's experience providing Highly-available, Highly-reliable telecommunications infrastructures and services.

e. Respondent's experience providing sufficient staffing levels, local staffing, and a quality staff driven to proactively address issues.
f. Proposed Key Staff – given the requirements in Sections 2.2 through 2.7 of Attachment A, Statement of Work:
   i. Describe in detail the proposed offering for key staff positions, addressing the minimum requirements listed in the Statement of Work.
   ii. Provide resumes for all persons being proposed for the key staff positions.
   iii. Provide a proposed Staffing Organizational Chart, including all staff (both key staff and non-key staff) that are anticipated to be assigned to the Contract, including names and titles (full-time and part-time).
   iv. Describe the proposed Customer Support Team model, including staffing levels, minimum qualifications, and average years of experience of the proposed team.

6. Letter of Bondability

A letter signed on or after October 1, 2020, from a surety company or bonding agent authorized to do business in the State and written on company letterhead indicating the Respondent's ability to obtain a performance bond in the amount of at least five hundred thousand dollars ($500,000). For additional information see Section 16, Performance Bond, of Attachment B – Draft Contract.

7. Pricing and Devices

Submit the following items in one (1) separate electronic file folder:

- Vendor's Services and Discounts Pricing
- Vendor's Services and Discounts Pricing, Public Safety, if the Respondent is proposing to provide services in accordance with SOW Section 4, Public Safety Service Plans and Devices
- Vendor's Device List

Note: The items submitted in this Pricing and Devices portion will not be evaluated or scored by the Department during the evaluation phase of the ITN, nor will these items be used to determine vendor responsiveness. The Department intends for these items to be utilized by the negotiation team to establish a baseline for service and pricing discussions with Respondents during the negotiation phase of the ITN.

3.8 Public Records, Respondent's Confidential Information, and Redacted Replies

The following subsections supplement Section 19, Public Records, of the PUR 1001 Form, General Instructions to Respondents. By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. **If the Respondent fails to mark material exempt, or fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce, in their entirety, all documents, data, or records submitted to the Department in answer to a public records request for these records.** However, no portion of a Reply will be produced in response to a public records request until such time as the Department provides notice of an intended decision with regard to this ITN or until thirty (30) days after opening the final Replies, whichever is earlier (see Section 3.8.3, Public Inspection, below, for additional information).

3.8.1 Electronic and Written Communications

Unless exempted by law, all electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to Florida's broad Public Records Law, found in Chapter 119, Florida Statutes.

3.8.2 Replies

Unless exempted by law, all materials submitted as part of a Reply to this ITN will become a public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of a Reply does not affect the public record status of the materials.

3.8.3 Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Chapter 119, Florida Statutes. As noted above, a time-limited exemption from public inspection is provided for the contents of Replies pursuant to section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of Replies become subject to public inspection, unless another exemption applies. Any claim of trade secret exemption for any information contained in Respondent's Reply will be waived upon submission of the Reply to the Department, unless the claimed trade secret information is submitted in accordance with Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, below. This waiver includes any information included in the Respondent's Reply outside of the separately bound document described below.

3.8.4 How to Claim Trade Secret or Other Exemptions

If a Respondent considers any portion of materials made or submitted in the course of replying to this ITN to be trade secret under section 812.081, Florida Statutes, or other applicable law, or otherwise confidential under Florida or federal law, in order to preserve the confidentiality of the material, the Respondent must clearly designate, in writing, that portion of the materials as "confidential" when submitted to the Department. The Respondent must submit all such information as a separately bound, *unredacted* document clearly labeled "Confidential, Unredacted Reply" together with a brief written description of the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Respondent is to also simultaneously provide the Department with a separate, electronic *redacted* copy of its Reply. The file name of the electronic redacted copy is to contain the name of the Respondent, the ITN number, and redacted copy (e.g., Respondent Name DMS ITN _redacted copy.pdf). Prominently display the phrase "Redacted Copy" on the first page of the electronic redacted copy and each page on which information is redacted.

The redacted copy is to be submitted no later than the Reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Reply, further segregate it and separately bind or enclose and clearly label it as set forth above in addition to any other labeling required for the material.

Negotiation Meetings. If the Respondent is invited to negotiations, it will be incumbent upon the Respondent to identify, in real-time, portions of the Respondent's negotiation sessions that include references to materials and/or information the Respondent claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to inform the Department that any portion of the negotiation meetings should be considered confidential, proprietary, trade secret or otherwise not subject to

disclosure, the Department is authorized to produce the audio recording in answer to a public records request for these records. The Respondent is responsible for defending its determination that the portions of the negotiation sessions are exempt and not subject to disclosure.

3.8.5 Public Records Request

If a Respondent fails to mark any materials submitted to the Department as confidential, or fails to submit a redacted copy as provided in this section, or fails to claim, in real-time, portions of the negotiations sessions as exempt, the Respondent **waives** the exemption, and the Department may produce all of the Respondent's documents, data, or records or the Department's recordings of negotiation sessions to any person requesting a copy under Chapter 119, Florida Statutes. The Respondent exclusively bears the burden of complying with Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, to ensure its exempt information is appropriately marked and protected. If a requestor asserts a right to the confidential information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent 's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the confidential information of the Respondent in a legal proceeding, the Department will give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent is responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

3.8.6 Department Not Obligated to Defend Respondent's Claims

The Department is not obligated to agree with a Respondent's claim of exemption and, by submitting a Reply, the Respondent agrees to defend its claim that each and every portion of the redacted material is exempt from inspection and copying under the Public Records Law. Further, by submitting a Reply, the Respondent agrees to protect, defend, indemnify and hold harmless the Department for any and all claims and litigation (including litigation initiated by the Department), including attorney's fees and costs, arising from or in any way relating to Respondent's assertion that the redacted portions of its Reply or portions of the negotiation sessions are trade secrets or otherwise exempt from public disclosure under Chapter 119, Florida Statutes. The Department may use counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

3.9 Additional Information

By submitting a Reply, the Respondent certifies that it agrees to all criteria specified in this solicitation. The Department may request, and the Respondent shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Reply being deemed non-responsive.

3.10 Respondent's Pricing

Respondents are to submit pricing at the time of their Reply. Pricing should be submitted as if the terms and conditions of Attachment B – Draft Contract are final. There is no guaranteed minimum spend from the Department or the Customers. Respondents are instructed to only submit pricing for services that are within the contemplated scope of this procurement, including additional options or features proposed by the Respondent that are in accordance with the SOW.

If the proposed pricing includes services outside of the scope of the Contract, those services will not become part of the Contract and will neither be included in CSAB nor be offered to Customers.

Pricing must be uniform with no variation for geographic location of service delivery.

Respondents are encouraged to provide the best possible pricing at all times. Pricing submitted will be considered pricing for the initial and any renewal periods.

Respondents' proposed pricing is inclusive of all government sanctioned surcharges and fees (as provided in the SOW, Subsection 5.6, Taxes and Government Sanctioned Fees) necessary to deliver the proposed services, unless otherwise separately identified in the Reply. The only additional costs permitted will be reasonable costs for expedited orders.

3.10.1 Vendor's Device List

The Respondent should submit a Vendor's Device List of the Respondent's proposed devices and pricing, which will become part of the final Contract, as modified during negotiations. The Vendor's Device List should include all proposed devices, including, at a minimum, cellular phones, smartphones, tablets, broadband access devices (data-only), cellular mobile broadband devices (support for internet access), devices supporting secure access to MFN, and accessories. Devices may be shown with a variety of packages, with detailed pricing, and descriptions of associated services, devices and/or features. Any services, devices and/or features provided at no cost should be identified as $0.00. If the Respondent is proposing Public Safety services and devices, the Vendor's Device List may also include Public Safety wearables and other Public Safety wireless enabled devices.

For all items listed below, the Vendor's Device List should include: manufacturer and model, vendor's identification number (SKU), vendor's commercially advertised retail price as of the date the Reply is submitted to the Department, State purchase price, and any promotional pricing, as well as the following device-specific information:

1) Smartphones
   a. Operating system, camera, removable memory, hearing aid compatibility, mode, and other features.
   b. At least one unlocked iPhone and one unlocked Android smartphone.
2) Air Cards and hotspots
   a. Mode, compatibility with 4G LTE, compatibility with 5G, compatibility with Apple Operating Systems (iOS, Mac OS), compatibility with Microsoft Operating systems (Windows), external antenna, and other features.
3) Tablets
   a. Operating system, camera, removable memory, and other features.
4) Basic Phones
   a. At least one basic phone that is available to Customers at no charge, other than the cost of the purchased service plan.
5) Accessories
   a. May include phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.
6) Public Safety Wearables

3.10.2 Vendor's Services and Discount Pricing

The Respondent should submit services and discount pricing, which will become part of the final Contract, as modified during negotiations. If bidding on the public safety portion of this procurement, the Respondent should also submit public safety-specific pricing. Respondents may mirror the formats of existing End User Price Lists (EUPLs), also referred to as User Rates, or create their own. The current EUPLs can be found on this DMS website: https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services. Respondent's should state prices as monthly recurring charges (MRC) or non-recurring charges (NRC).

The Services and Discounts Pricing should include the following, at a minimum:

1) Non-pooled Plans

a. Pricing and details of all non-pooled plans, which may include:
   i. Voice per minute rate plans: usage based, limited
   ii. Unlimited plans: voice; voice and text; voice, text, and data; voice, data, messaging, and hotspot
   iii. Messaging plans: limited and unlimited
   iv. Data only device plans: per megabyte data plan, data plan with tethering, data plan without tethering, and unlimited data

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs, including the number of messages (SMS/MMS), minutes (anytime, nights, or weekends), data limits, and included features, such as call waiting.
   i. Detail how airtime and other measured usage are billed; for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, unanswered outgoing calls incurring airtime.
   ii. Description of billing for calls directly dialing or receiving from the same carrier.
   iii. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
   iv. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

2) Pooled Plans

a. Pricing and details of all pooled plans, which may include:
   i. Description of tiers, including the number of minutes included in the plans.

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Describe:
   i. how the minutes are aggregated and credits are applied;
   ii. how a Customer can have more than one pool;
   iii. rollover minutes;
   iv. pool limitations, e.g., limits to the number of users; and
   v. included features, such as call waiting.

3) Push-to-Talk

a. Pricing and details of all push-to-talk plans, which may include:
   i. Standalone push-to-talk and add-on push-to-talk plans.
   ii. Relevant unit pricing including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

iii. Description of services included in the monthly recurring costs and included features
1. Detail how measured usage is billed, for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, or unanswered outgoing calls incurring airtime.
2. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
3. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

4) Machine-to-Machine

a. Pricing and details of all machine-to-machine and internet of things service plans which may include:
i. Description of tiers, including the usage caps of each tier. One (1) MB to twenty (20) GB requested, at minimum.

b. Relevant unit pricing, including price per minute, variation of price per MB for nights and weekends, and monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs and included features.
i. Detail how measured usage is billed.
ii. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

5) Discounts

a. All proposed discounts off accessories and devices.

b. State what published price the discount percentage applies to (MSRP, vendor published catalog, etc.).
i. Describe any additional proposed discounts, such as 100% discount off activation fees.
ii. Specific pricing for devices should be listed in the Vendor's Device List.

6) Additional Features, Fees, and Other Items

a. Respondents may describe and detail any additional offerings that are contemplated within the SOW.
i. These shall include surcharges and fees (see SOW Section 5.6, Taxes and Government Sanctioned Fees).
ii. These may include chargeable features, such as robo-call blocking, mobile device management, etc.
iii. Respondents may also suggest tiered pricing.
iv. Where applicable, Respondents should detail the plan name and type, monthly recurring cost, etc.

b. There will be no activation fees for services and devices purchased off the Contract. Current MCS contracts do not allow activation fees for services and devices.

SECTION 4. SELECTION METHODOLOGY

4.1 Responsiveness and Responsibility

The Department will determine which Respondents are responsive and responsible, and which have submitted a Responsive Reply that meets the requirements of this solicitation (see section

287.012, Florida Statutes). The Department will perform the initial responsiveness check. Replies found to be nonresponsive will not be evaluated.

The Department reserves the right to act upon information discovered after the initial responsiveness check impacting the responsibility or responsiveness of the Respondent.

4.2 Evaluation Process – General Overview

The Department will appoint an evaluation team for the evaluation and scoring of the Responsive Replies for the evaluation phase. Each evaluator will be provided a copy of each Respondent's Reply that is deemed Responsive.

The evaluators will score Replies against the evaluation criteria set forth in subsection 4.3, Evaluation of the Reply, in order to establish a competitive range of Replies reasonably susceptible of award. The Evaluation Summary Score Sheet Table, to be used by the Department to calculate evaluation scores, provides for the SOW sections that will be scored and the relative weights given to the scored sections.

See subsection 4.4, Negotiations, for information on the negotiation phase of the ITN. All Replies that meet the Mandatory Responsiveness Requirements will be evaluated as described in section 4, Selection Methodology.

4.3 Evaluation of the Reply

The evaluators will independently review and evaluate the Responsive Replies. Using the assessment scale below, the evaluators will assign scores zero (0) to four (4) based on the quality of each section of the Reply to the SOW. In determining the quality of a Reply, the evaluators will use the following guiding questions:

- How well does the Reply demonstrate an understanding of the services requested?
- How well does the Reply demonstrate the Respondent's ability to provide the services requested?
- How well does the Reply address the requested services?

Assessment	Evaluator Score
Unacceptable	0
Poor	1
Adequate	2
Good	3
Exceptional	4

4.3.1 Scoring

Scoring, for purposes of determining the competitive range, will be a total of the evaluator's weighted scores for each Respondent for all scored sections of the SOW.

The table below demonstrates the calculations the Department will use to determine the Respondent's Final Weighted Score, based on the raw scores given by the Evaluation Team members while evaluating the Respondent's Reply.

The Raw Points scored for each section, by each evaluator, will be averaged together and then multiplied by the Weight Factor in the table below for each section. This calculation will render the Respondent's Weighted Scores for each section. The Respondent's Weighted Scores for each section will be added together to determine the Respondent's Final Weighted Score.

EVALUATION SUMMARY SCORE SHEET					
Section	**Maximum Possible Raw Score**		**Weight Factor**		**Maximum Possible Weighted Score**
1.6 Evolving Technology	4	X	50	=	200
2.1 Staffing Responsibilities	4	X	100	=	400
3.6 Wireless Data Services	4	X	75	=	300
3.10 State of Florida Coverage	4	X	50	=	200
3.12 Security	4	X	50	=	200
3.16 Highly Available and Highly Reliable Design Characteristics	4	X	25	=	100
3.17 Reports, Updates, and Notification Requirements	4	X	50	=	200
3.19 Customer Support	4	X	50	=	200
3.20 Contractor's MCS Portal	4	X	25	=	100
3.21 Devices	4	X	50	=	200
3.22 Cooperation with Other Contractors	4	X	25	=	100
3.23 Customer Migration	4	X	75	=	300
3.26 Project Management	4	X	25	=	100
Respondent's Experience Reply	4	X	300	=	1,200
Maximum Possible Final Weighted Score:					**3,800**

For additional instructions for replying to the SOW, see SOW subsection 1.1. For selection methodology, scoring, and weighting, see this ITN section 4, Selection Methodology.

4.3.2 Other Department Rights for Evaluation

The Department reserves the right at any time during the Evaluation Process to:

1. Conceal pricing information from evaluators or provide an instruction to evaluators to disregard pricing information in their evaluation of a Responsive Reply.
2. Redact, omit, or provide instruction to evaluators to disregard any portions of a proposed offering which the Department determines are outside of the scope of this procurement.

4.4 Negotiations

4.4.1 Negotiations Process – General Overview

After the evaluation of Replies based on the criteria identified above, the Department will establish a competitive range of Replies reasonably susceptible of award and will select one (1) or more Respondents within the competitive range to commence negotiations.

The Department will establish a negotiation team to conduct the negotiations. The negotiation team will make a recommendation of (an) award(s) to the Respondent(s) that will provide best value based on the selection criteria in the ITN. The negotiation team will not be bound by evaluator scoring but may use the evaluator scoring as a reference tool during the negotiation process.

The Department will require the Respondent(s) to provide the Vendor's Services and Discounts Pricing; Vendor's Services and Discounts Pricing, Public Safety (if proposing public safety services); and Vendors Device List if they were not originally included in the Respondent's Reply.

All pricing submitted may be reduced during negotiations but cannot be raised unless the increase is reflected in the BAFO and is directly related to changes in offered services in the BAFO and as negotiated in accordance with this ITN. During the negotiation process, the Department also reserves the right to negotiate a la carte services, categories, and components of services.

The format and content of any pricing submissions, including but not limited to BAFOs, may be amended during negotiations at the discretion of the negotiation team.

The Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.

The Department may require additional technical detail, diagrams, demonstrations, and documentation. The negotiation team may request proposed alternative terms or deliverables during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

The Department reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public but will be recorded. Recordings of negotiations and negotiation team strategy meetings will be subject to the provisions of section 286.0113, Florida Statutes.

Negotiation meetings will be conducted in Tallahassee, Florida, if conducted in-person, or using technology-based solutions, if conducted remotely. The Department reserves the right to schedule in-person negotiations at a different location in the State. The Department may distribute an agenda in advance of any negotiation session. Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s).

Negotiations will continue as determined by the negotiation team, until acceptable terms and conditions are agreed upon through a BAFO, if applicable, or it is determined that an acceptable agreement cannot be reached. The Department reserves the right to conclude negotiations at any time and proceed to Contract award.

4.4.2 Respondent Attendance at Negotiations

The Department reserves the right to limit the number of representatives permitted to attend the negotiation sessions.

4.4.3 Revised Replies and Best and Final Offers

During the negotiation phase, the Department may request clarification and revisions to Replies (including BAFOs) and identify information to be submitted to the Department until it is satisfied

that it has achieved the best value for the State. Failure to provide information requested by the Department during the negotiation phase may result in termination of negotiations with the Respondent.

It is anticipated that the Department will use language in the Request for BAFO expressing contractual requirements within the procurement documents where the language was previously permissive. For example, the word 'should' may be replaced by the word 'must' in the final SOW attached to the Request for BAFO.

4.4.4 Other Department Rights During Negotiations

The Department has sole discretion in deciding whether and when to take any of the following actions and to decide the scope and manner of such actions.

The Department reserves the right at any time during the negotiation process to**:**

a) Schedule additional negotiation sessions with any or all Respondents.
b) Require any or all Respondents to provide additional, revised, or final written Replies addressing specific topics, including, but not limited to, modifications to the solicitation specifications, terms and conditions, or business references.
c) Require any or all Respondents to provide revised Replies and written BAFO(s).
d) Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.
e) Pursue a Contract with one (1) or more Respondents for the services encompassed by this solicitation, including any addendums thereto and any request for additional, revised, or final written Replies or request for BAFOs.
f) Pursue the division of Contracts between Respondents by type of service or geographic area, or both.
g) Finalize Contract terms and conditions with any Respondent at any time.
h) End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and to continue with other Respondents, or not continue with any Respondents.
i) Conclude negotiations at any time and proceed to Contract award.
j) Re-open negotiations with any responsive Respondent.
k) Take any additional, administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
l) Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.
m) Review and rely on relevant information contained in the Replies.
n) Request pricing options different from the initial pricing provided by the Respondent. This information may be used in negotiations.
o) Request business references and materials related to a reference check.
p) Contact Respondent's Customers, if any, or other entities with information relevant to the Respondent's responsibility, experience, and/or ability.

4.4.5 Negotiation Meetings Not Open to Public

In accordance with section 286.0113, Florida Statutes, negotiations between the Department and Respondents are exempt from Chapter 286, Florida Statutes, and s. 24(b), Art. I of the State

Constitution. Also, any portion of a team meeting at which negotiation strategies are discussed are exempt from section 286.011, Florida Statutes.

The Department will record all meetings of the negotiation team and all negotiation meetings between the Department and Respondents, as required by law, and such recordings will eventually become public record pursuant to Chapter 286, Florida Statutes. During negotiations, Respondents must inform the Department if any portion of the meetings should be considered confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, so that the Department can make appropriate arrangements for the segregation of the recording.

4.5 Final Selection and Notice of Intent to Award Contract

4.5.1 Award Selection

Contract(s) will be awarded, if any award is made, to the responsive and responsible vendor(s) whose BAFO is assessed as providing the best value to the State in accordance with the selection criteria of this ITN.

4.5.2 Selection Criteria

The following award selection criteria will apply for this ITN:

a) The Respondent's demonstration of its prior relevant experience, including track record, and the overall professional experience of the Respondent at providing the proposed services;
b) The Respondent's ability and approach to meeting the goals of the ITN, as stated in subsection 1.5, Goals of the ITN, and SOW subsection 1.3, MCS Objectives;
c) The Respondent's ability and approach to providing the services and associated devices sought in the SOW;
d) The Respondent's pricing.

4.5.3 Department's Negotiation Team Recommendation

The Department's negotiation team will make a recommendation as to the Contract award(s) that will provide the best value to the State based on the selection criteria.

SECTION 5. AWARD

5.1 Rights for Award

The Department reserves the right to:

- Award a contract to one (1) or more Respondents for the services encompassed by this solicitation.
- Award a contract to one (1) or more Respondents, or no Respondents at all, for all or part of the work contemplated by this solicitation.
- Select one (1) or more Respondents by type of service, geographic area, and/or both.
- Award contracts for less than the entire geographic area.
- Award and contract with other Responsive Respondents in the event that the Department is unable to contract with the initially awarded Respondent(s).
- Reject all Replies and determine whether to reissue a competitive solicitation.
- Withdraw or cancel the solicitation and make no award.

5.2 Agency Decision

The Department will post a Notice of Intent to Award to enter into one (1) or more contracts with the Respondent(s) identified therein, on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all Replies, it will post its notice on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

5.3 Other Reserved Rights

- The Department has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right.
- The Department reserves the right, after posting a Notice of Intent to Award, to withdraw or cancel the procurement, or amend its Notice of Intent to Award and re-open negotiations with any Respondent at any time prior to execution of a Contract.

5.4 No Contract until Execution

A Notice of Intent to Award under this ITN shall not constitute or form any contract between the Department and a Respondent. No contract shall be formed until such time as a Respondent and the Department formally execute a contract with requisite written signatures.

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FORM 1 – CONTACT INFORMATION

	For solicitation purposes, the Respondent's contact person will be:	Should the Respondent be awarded the Contract, the Account Manager's contact information will be:
Name		
Title		
Company Name		
Address		
Telephone		
Fax		
E-mail		
FEID #		

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company Name _____

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the company states the following conflict(s) of interest exists as noted below (if none, write N/A in the applicable section(s) below):

The persons listed below are corporate officers, directors, or agents and are currently employees of the State of Florida or one of its agencies:

_____ _____

_____ _____

_____ _____

The persons listed below are current State of Florida employees who own an interest of five percent (5%) or more in the company named above:

_____ _____

_____ _____

_____ _____

_____ _____

Name of Respondent's Organization Signature of Authorized Representative and Date

_____

Print Name

FORM 3 - NON-COLLUSION STATEMENT

I state that I _____ of _____,
(Name and Title) (Name of Respondent)

am authorized to make this statement on behalf of my firm and its owner, directors, and officers. I am the person responsible in my firm for the price(s) and amount(s) submitted in response to this ITN and the preparation of the Reply. I state that:

1. The price(s) and amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, will be arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent.

2. Neither the price(s) nor the amount(s) submitted in response to this ITN, and neither the approximate price(s) nor approximate amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, have been or will be disclosed to any other firm, vendor, Respondent, or potential Respondent, and they will not be disclosed before Reply opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Reply to this ITN, or to submit prices higher than the prices submitted in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.

4. The Reply of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.

5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Respondent)

   are not currently under investigation by any governmental agency and have not in the last ten (10) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to a bid on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the State of Florida for which this Reply is submitted. I understand, and my firm understands, that any misstatement in this statement is, and will be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this contract.

Dated this _____ day of _____

Name of Respondent: _____

Signed by: _____

Print Name _____

FORM 4 - STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT

I, as an authorized representative of the Respondent, certify that nothing in section 287.057(17)(c), Florida Statutes (see below), prohibits the Respondent's entry into any Contract resulting from this solicitation.

Section 287.057(17)(c), Florida Statutes: A person who receives a contract that has not been procured pursuant to subsections (1)-(3) [of s. 287.057, F.S.] to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a Respondent who responds to a request for information from being eligible to contract with an agency.

Name of Respondent's Organization	Signature of Authorized Representative and Date
	Print Name

FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS

The Respondent certifies that it is in compliance with Subsection 3.1, General Instructions to Vendors (PUR 1001 Form).
The Respondent certifies that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.
The Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.
The Respondent certifies that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website: www.sunbiz.org
The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a "nationwide service provider" in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here: https://docs.fcc.gov/public/attachvments/FCC-18-181A1.pdf

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf and certifies conformance with all Mandatory Responsiveness Requirements listed above.

_____
Name of Respondent's Organization

_____
Printed Name of Organization's Authorized Representative

_____ _____
Signature of Organization's Authorized Representative Date

FORM 6 - BUSINESS EXPERIENCE

Provide the information requested below. Print and complete this form as many times as needed to demonstrate experience in providing the same or similar services sought in this procurement.

The experience cannot be from:

a. Current employees of DMS.
b. Former employees of DMS within the past three (3) years.
c. Persons currently or formerly employed by the Respondent's organization.
d. Board members of the Respondent's organization.
e. Relatives.
f. Corporations based solely in a foreign country.
g. Any person involved in the drafting of this ITN or the procurement process.

The same entity may not be listed more than once.

In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time should be provided in the space provided for "Brief Summary of Services."

The Department reserves the right to contact entities stated below, and also other than those identified by the Respondent, to obtain additional information regarding past performance. The Department may also solely rely on the information stated below without contacting the entities state below.

Information	**Experience #1**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief summary of services	

Information	**Experience #2**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	

Contract Period (contract start date to contract end date)	
Brief summary of services	

Information	**Experience #3**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief summary of services	

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-074- Approve a Piggyback agreement between the City of Boynton Beach and Carahsoft Technology Corp. to piggyback NASPO contract 43230000-NASPO-16-ACS in an amount not to exceed $250,000 per year to procure technology hardware and software from BlueAlly Technology Solutions and other authorized resellers as needed.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-074.

Explanation of Request: The I.T.S. Department purchases technology hardware and software from Carahsoft Technology Corp. and its authorized resellers. The City desires to make an initial purchase from BlueAlly Technology Solutions, an authorized reseller, for multiple departments throughout the City. The piggyback agreement will allow the procurement of technology hardware and software while complying with the City of Boynton Beach Procurement policy.

Technology hardware includes computers, monitors, laptops, printers, network switches, network test equipment, etc.

How will this affect city programs or services? The piggyback agreement will allow City departments to procure technology hardware and software from BlueAlly Technology Solutions using NASPO contract 43230000-NASPO-16-ACS as needed throughout the year.

Budgeted Item: Yes

Account Line Item and Description: Multiple city account numbers determined at time of purchase requisition.

Fiscal Impact: Funding was approved and is available for the Fiscal Year 2024-2025 from multiple City accounts.

Attachments:
R25-074 Agenda_Item_2675-2025_Piggyback_Agreement_with_Carasoft_Technology_Corp..docx
Exhibit A to Resolution - Signed - City of Boynton Beach- Proofpoint- PX 2.13.25.pdf
EXHIBIT A to piggyback agmt - Blueally.011176.v3.11.pdf.pdf
EXHIBIT B to piggyback agmt - Master Agreement and Participating Addendum.pdf

RESOLUTION NO. R25-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH CARAHSOFT TECHNOLOGY CORP., FOR CLOUD SOLUTIONS, FOR AN AMOUNT NOT TO EXCEED $250,000.00 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City Information Technology Services Department requires cloud-based technology solutions, including IT management, security, storage, enterprise cloud computing, etc. ("Cloud Solutions"), to support its operations; and

WHEREAS, the State of Florida entered into Alternative Contract No. 3230000-NASPO-16-ACS with Carahsoft Technology Corp. ("Vendor") for Cloud Solutions; and

WHEREAS, the requested Piggyback Agreement with the Vendor is necessary for the information technology functions of the City; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor to provide the City with Cloud Solutions, with an annual amount not to exceed $250,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between Vendor and the City for Cloud Solutions, with an annual amount not to exceed $250,000 (the "Agreement"), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a

public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Andrew Rozwadowski to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CARAHSOFT TECHNOLOGY CORP.

This Piggyback Agreement is made as of this __ day of _____ 2025, by and between Carahsoft Technology Corp., a Maryland Corporation authorized to transact business in Florida, with principal offices at 11493 Sunset Hills Road, Suite 100, Reston, VA 20190, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on December 21, 2015, the State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint issued a solicitation "Request for Proposals" (RFP) CH16012, as the Principal Procurement Agency to establish Master Agreement(s) AR2472 NASPO-ACS with qualified manufacturers for Cloud Solutions (collectively, the "Services"); and

WHEREAS, the State of Utah found Carahsoft Technology Corp. ("Vendor") to be one of the most advantageous proposers and awarded it a nine-year (9) contract, Contract No. AR2472 (the "Master Agreement"); and

WHEREAS, the State of Florida entered into an Alternative Source Contract and Participating Addendum, Alternative Contract No. 3230000-NASPO-16-ACS to participate under the Master Agreement, commencing July 1, 2017, and terminating September 15, 2026; and

WHEREAS, Vendor is a Master Government Aggregator and distributor of cloud solution vendors to government agencies; and

WHEREAS, Vendor understands the need for high-quality cloud-based service providers that can provide a menu of cloud solution offerings. Carahsoft's portfolio includes numerous cloud solution vendors, covering all cloud delivery models: SaaS, IaaS, and PaaS. These cloud solutions provide any number of different solutions, such as IT management, security, storage, enterprise cloud computing, and more, and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, the City desires to obtain the Services on an as-needed basis by entering into a Piggyback Agreement with the Vendor to provide the Services on the same terms and conditions established under the Master Agreement and Participating Addendum; and

WHEREAS, Vendor utilizes authorized resellers; and

WHEREAS, BlueAlly Technology Solutions, LLC is listed as a value-added partner, and the City desires to issue an initial purchase order and payment directly to BlueAlly Technology Solutions, LLC for certain Services described in the proposal attached as **Exhibit A**; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, as amended by the Participating Addendum, a copy of which is attached as **Composite Exhibit B**, enabling the City to make ongoing as-needed purchases.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. **TERM:** The term of this Agreement commences on the date of complete execution by the Parties and will remain in effect until September 15, 2026 ("Initial Term plus extensions"). This Agreement may be extended on the same terms and conditions of the Master Agreement, as modified by the Participating Addendum; the Mayor is authorized to execute any extension amendment necessary to extend the agreement term. The initial term and any subsequent renewals of this Agreement (collectively the "Term") are subject to the renewal or extension of the Master Agreement and Participating Addendum. If the Master Agreement or Participating Addendum expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement or Participating Addendum.

3. **CONTRACT TERMS:** The Vendor agrees to complete the Services on the same terms and in the same manner as set forth in the Master Agreement, as amended by the Participating Addendum, except as otherwise provided herein, a copy of which is attached hereto as **Composite Exhibit B**. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement, as amended by the Participating Addendum, are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "State of Utah" are hereby replaced with the "City of Boynton Beach." The City hereby orders the Services described in **Exhibit A** from Vendor's authorized reseller, BlueAlly Technology Solutions, LLC. The City shall compensate the Vendor and any authorized reseller(s) pursuant to the rates outlined in the Master Agreement. The City may purchase additional Services from Vendor and its resellers on an as-needed basis pursuant to the terms of this Agreement, provided that the annual amount for Services ordered by the City shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) annually; any purchase in excess of this threshold shall require City Commission approval. The Mayor is authorized to execute ordering documents up to the aggregate annual not-to-exceed amount described herein.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

   Boynton Beach Finance Department
   Attn: Accounts Payable
   P.O. Box 310
   Boynton Beach, FL 33425.

   Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

   The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty or incomplete rendition of the Services.

6. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the

Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false

certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11. **E-VERIFY:** Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

12. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

13. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

16. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or

intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

17. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

18. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

19. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

20. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

21. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

22. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

23. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations,

understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

24. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

Daniel Dugger, City Manager

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

CARAHSOFT TECHNOLOGY CORP

Natalie LeMay
(Signature), Company

Natalie LeMay
Print Name of Authorized Official

State and Local Contracts Manager
Title

Attest/Authenticated:

Marissa Levine
(Signature), Witness

Marissa Levine
Print Name

EXHIBIT A
BLUEALLY TECHNOLOGY SOLUTIONS, LLC PROPOSAL

COMPOSITE EXHIBIT B
NASPO VALUEPOINT MASTER AGREEMENT AR2472-ASPO-ACS AND STATE OF FLORIDA ALTERNATIVE SOURCE CONTRACT 43230000-NASPO-16-ACS NASPO VALUEPOINT MASTER AGREEMENT

Quote # 11176 v. 3

Date Issued: 12/24/24
Expire Date: 02/05/25

Proofpoint renewal

Bill to:

City of Boynton Beach
Charles Stevens
FINANCIAL SERVICES DEPARTMENT
PO BOX 310
BOYNTON BEACH, FL, 33425-0310

P: +15617426060
E: stevensc@bbfl.us

Ship to:

City of Boynton Beach
Charles Stevens
FINANCIAL SERVICES DEPARTMENT
PO BOX 310

BOYNTON BEACH, FL, 33425-0310

P: +15617426060
E: stevensc@bbfl.us

Prepared By:

Jennifer DiLorenzo
1225 Crescent Green
Suite 115
Cary, North Carolina, 27518

P: +18502281631

E: JDilorenzo@blueally.com

Support Renewal

Qty	Manufacturer Part Number	Product Description	Serial / Contract #	Start Date	End Date	Price	Ext. Price
825	PFPT-B-P0F-S-A	NPRE, Email Protection, TAPURL & Attachment Defense, TAP URL Iso. (VAP only), Threat Response Auto-Pull - F-Secure -SaaS	12 Months	2/7/2025	2/6/2026	$52.74	$43,510.50
1	PP-SUP-PS-12	PFPT Platinum Level Support - for 12 months				$0.00	$0.00
125	PP-B-P0F-S-B-103	PFPT Enterprise P0 - F-Secure- S - Tier 751 to 1000 - 12 Months 800 users *12 months Proofpoint, Inc.	12 Months	2/7/2025	2/6/2026	$52.74	$6,592.50
Contract Number: 43230000-NASPO-16-ACS NASPO Master Contract Number: AR2472 Contract Term: 07/01/2017 to 09/15/2026							
						Subtotal:	**$50,103.00**

Quote Summary	Amount
Support Renewal	$50,103.00
Total:	**$50,103.00**

Please ask your BlueAlly Sales Representative about Managed Services.

The information contained herein is the intellectual property of BlueAlly. This quotation is an invitation to offer only. The prices quoted shall remain firm for 30 days from the date hereof, unless modified in writing by BlueAlly. The customer is obligated to pay for this purchase within 30 days of original invoice. Payment may be made either through third party financing or by payment from the customer. FOB - Freight collect. This quote includes a 3% discount for payment by cash or check on agreed terms. Payment through credit card will result in the loss of this additional discount.

Please Reference Quote Number on all Purchase Orders

Acceptance

BlueAlly

Jennifer DiLorenzo
Signature / Name

12/27/2024
Date

City of Boynton Beach

Signature / Name Initials

Date

NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS
Administered by the State of Utah (hereinafter "Lead State")

Alternative Contract Source No: 43230000-NASPO-16-ACS

Carahsoft
Master Agreement No: AR2472
(hereinafter "Contractor")

And

Florida Department of Management Services
(hereinafter "Department/Participating State/Entity")

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2472. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions. This Participating Addendum is entered into pursuant to Section 287.042, Florida Statutes.

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract." Accordingly, agencies and eligible users (Customer) may make purchases from this Participating Addendum pursuant to the terms and conditions herein.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative contract source is cost-effective and in the best interest of the State.

This Participating Addendum and all incorporated Exhibits, set forth the entire understanding of the Parties and supersedes all prior agreements.

Accordingly, the Parties agree as follows:

1. **Term and Effective Date**
   The initial term of this Participating Addendum will become effective on the date the document is signed by all Parties, and shall be effective through September 30, 2020, unless terminated earlier in accordance with the General Contract Conditions.

2. **Renewal**
   Upon agreement of the Parties, the Department and the Contractor may renew this Participating Addendum in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Participating Addendum. Renewal determinations will be based upon utilization and achieved savings.

3. **Modifications or Additions to Master Agreement**
   The following changes are modifying or supplementing the Master Agreement terms and conditions.

   a. Scope:
      The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this contract only if they are not offered on a State Term Contract.

In accordance to 74-3.004, F.A.C., Agency requests for Infrastructure as a Service (IaaS) must be submitted via a Service Request to the State Data Center.

b. Exhibits: All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Participating Addendum. The Participating Addendum Exhibits shall have priority in the order listed:

1) Exhibit A: Contract Conditions, Florida General
2) Exhibit B: Contract Conditions, Florida Special
3) Exhibit C: NASPO ValuePoint Master Agreement Number AR2472

If a conflict exists among any of the documents, the following shall have priority in the order listed below:

1) The Addendum
2) Florida Special Contract Conditions, Exhibit B
3) Florida General Contract Conditions, Exhibit A
4) NASPO ValuePoint Master Agreement Number AR2472 Exhibit C

c. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

d. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state. Any agency requests for Infrastructure as a Service must be submitted via a service request to the state data center. See section 3.a. above.

e. Authorization: Approval of this Participating Addendum by the State Chief Procurement Official and State Chief Information Officer is an authorization for participation in the NASPO cooperative contract process, it is not intended as an approval of any specific purchase or solution. It is the responsibility of the Customer to validate all terms and conditions and to ensure compliance with all applicable statutes and rules.

f. Request for Quotes: Customers purchasing Cloud Solutions from this Participating Addendum shall create a Request for Quote (RFQ), each time they desire to purchase Cloud Solutions. The Customer shall issue a detailed RFQ to the ACS Contractor(s) who offer the applicable cloud solutions(s). The specific format of the RFQ is left to the discretion of the Customer, but must contain the following:

1) Applicable service and deployment model(s);
2) Data security classification;
3) Service level agreement requirements; and
4) Exit strategy considerations.

g. Enterprise Agreements: The Contractor shall honor any Volume or Enterprise Agreement(s) established between a State of Florida agency and the manufacturer of products or services offered under their Master Agreement.

h. Purchase Orders: Customers shall issue purchase orders under this Participating Addendum to their awarded RFQ Contractor using this State of Florida ACS number 43230000-NASPO-16-ACS. The purchase order period survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

i. Contractor Selection Justification Form: Customers purchasing Cloud Solutions from this Participating Addendum shall attach to the purchase order a completed Contractor Selection Justification Form (Attachment A).

4. **Warranty of Authority**
Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

5. **Entire Agreement of the Parties**
This document and the attached exhibits constitute the Participating Addendum and the entire understanding of the parties.

6. **Amendments**
All modifications to this Participating Addendum must be in writing and signed by all Parties. No oral modifications to this Participating Addendum are permitted.

Notwithstanding the order listed in section 3b, amendments executed after the Participating Addendum is executed may expressly change the provisions of the Participating Addendum. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Participating Addendum.

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

Participating State: Florida	**Contractor: Carahsoft**
By:	By:
Name: Dave Zeckman	Name: Robert R. Moore
Title: Chief of Staff	Title: Vice President
Date: 7/31/2017	Date: June 26, 2017

Florida's Chief Procurement Officer:	**Florida's Chief Information Officer**
By:	By:
Name: Roz Ingram	Name: Eric Larson
Title: Director of State Purchasing and Chief Procurement Officer	Title: Executive Director of the Florida Agency for State Technology and Chief Information Officer
Date: 7/28/17	Date: 7/28/17

Alternate Contract Source No. 43230000-NASPO-16-ACS

Exhibit A

GENERAL CONTRACT CONDITIONS

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These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. TERMINATION.

2.1 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in

progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.2 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES

3.1 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.2 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.3 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.4 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.5 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.6 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Purchase Order and any attachments to the Purchase Order.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Department of State Registration.
The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.2 Convicted and Discriminatory Vendor Lists.
In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.3 Contractor Certification.
If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.4 Cooperation with Inspector General.
Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or

any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.

All contactors, dealers, and resellers authorized by the Department, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in

a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.6 Information Technology Standards

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the state agency in furtherance of the state agency's efforts to comply with AST standards, established in Rule Chapter 74, F.A.C, as applicable.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services

c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060
Tallahassee, Florida 32399-0950

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.
The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service;

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

(e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

8.2 Protection of Trade Secrets or Confidential Information.
If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must

clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

(a) The incident in general terms.
(b) The type of information that was subject to the unauthorized access and acquisition.
(c) The type and number of entities who were, or potentially have been affected by the breach.
(d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.2 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.3 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.4 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

SECTION 12. CONTRACT AUDITS.

12.1 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. http://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.2 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related or information technology crimes
(b) Fraudulent practices, false pretenses and frauds, and credit card crimes
(c) Forgery and counterfeiting
(d) Violations involving checks and drafts
(e) Misuse of medical or personnel records
(f) Felony theft

13.3 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

Alternate Contract Source
No. 43230000-NASPO-16-ACS

EXHIBIT B
FLORIDA SPECIAL CONTRACT CONDITIONS

This Exhibit contains the Special Contract Conditions. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

Special Contract Conditions are as follows:

Section 1 Delays and Complaints
Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

Section 2 Monthly Transaction Fee Report
The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at http://dms.myflorida.com/mfmp). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

Section 3 Quarterly Sales Reports
Each Contractor shall submit a sales report to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided (to include identification of the cloud solution and service model), and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 10. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor. Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

Section 4 Quarterly Reporting Timeframes

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – Due by October 10
Quarter 2 - (October-December) – Due by January 10
Quarter 3 - (January-March) – Due by April 10
Quarter 4 - (April-June) – Due by July 10

Section 5 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

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Contract # AR2472

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation
Name
1860 Michael Faraday Drive, Suite 100
Address
Reston | VA | 20190
City | State | Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com
Vendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed

3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.

4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.

5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature — Date: 10/11/16

Robert Moore, Vice President
Type or Print Name and Title

STATE

for Director, Division of Purchasing — Date: 10.13.16

Christopher Hughes	801-538-3254		christopherhughes@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum[1] ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits[2] to the Master Agreement;
(3) The Solicitation;
(4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
(5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the

[1] A Sample Participating Addendum will be published after the contracts have been awarded.
[2] The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and PaaS.

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity’s’ software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“High Impact Data”).

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run

arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures

specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement

and an amendment is not necessary.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing

Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement , including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Indemnification and Limitation of Liability

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to real or tangible property arising directly or indirectly from the negligent or wrongful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any

person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to:

a. Any use of the Services provided hereunder not contemplated in the product documentation.
b. Any use of the Services provided hereunder in combination with other products not contemplated hereunder or in the documentation, any use of modification of the Services provided hereunder except as permitted by this Agreement.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

b. Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

i. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable

Purchase Order) or (ii) two million dollars ($2,000,000), whichever is greater.
ii. The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
iii. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others.

iv. The limitations of liability in Section 43 will not apply to claims for bodily injury or death as set forth in Section 13, and Section 30 when made applicable under a specific purchase order.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	**Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions** Minimum Insurance Coverage	**Crime Insurance** Minimum Insurance Coverage
Low	$2,000,000	$2,000,000

Moderate	$5,000,000	$5,000,000
High	$10,000,000	$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage

may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

The federal and state laws, regulations, policies, standards, and guidelines that Contractors doing business with the Participating Entities must be aware of, include, but not limited to: Criminal Justice Information Services (CJIS) Security Policy; Federal Educational Rights and Privacy Act (FERPA); Federal Information Security Management Act (FISMA); National Institute of Technology Standards; Gramm-Leach-Bliley Act (GLB) Act; Health Insurance Portability and Accountability Act (HIPAA); Health Information Technology for Economic and Clinical Health Act (HITECH); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI DSS); Sarbanes-Oxley Act (SOX); Electronic Communications Privacy Act, Stored Communications Act and the PATRIOT Act. The list is intentionally United States-centric, and is not intended to be all-inclusive. Further, since laws, regulations, requirements and industry guidelines change, consulting definitive sources to assure a clear understanding of compliance requirements is critical. Many State Entities have additional program compliance requirements that must be considered in addressing compliance. (e.g., DMV Privacy Act, Public Service Law, etc.).

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized

by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office[3].

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this

[3] Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

subsection must be consistent with license rights granted for use of intellectual property.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation. Contractor must maintain any certifications required under the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the

Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

30. Data Privacy: When required by a specific purchase order issued under this Agreement or a Participating Addendum and accepted by the Contractor, the Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and

Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have

additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list

of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:**

   a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

   b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Personal Data Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3)

document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law. .

7. **Termination and Suspension of Service**:

a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- • 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD,

backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:** Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:** The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Right to Remove Individuals:** The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately

remove such individual. The Contractor shall not assign the person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

20. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

21. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

22. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.

23. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

    a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.

    b. Security Incident Reporting Requirements: Unless otherwise stipulated, the Contractor shall immediately report a security incident related to its service under the Master Agreement, Participating Addendum, or SLA to the appropriate Purchasing Entity.

    c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Purchasing Entity data that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate Purchasing Entity within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

    a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of

Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

    a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

    b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

    c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

    a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.

    b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon

request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.
16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity..

20. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data as identified in the SLA, unless the Contractor presents a justifiable position that is approved by the Purchasing Entity that Personal Data, is required to be stored on a Contractor portable device in order to accomplish work as defined in the scope of work.

22. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 3 to the Master Agreement: Infrastructure-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach related to Purchasing Entity's Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

   a. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   b. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident

review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

   a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

   b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

   c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

   d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

   e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

   a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty,

including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

   a. The Contractor shall provide reports on a schedule specified in the SLA to the Contractor directly related to the infrastructure that the Contractor controls upon which the Purchasing Entity's account resides. Unless otherwise agreed to in the SLA, the Contractor shall provide the public jurisdiction a history or all API calls for the Purchasing Entity account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Contractor. The report will be sufficient to enable the Purchasing Entity to perform security analysis, resource change tracking and compliance auditing

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.
11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually and at its own expense, and provide an unredacted version of the audit report upon request. The Contractor may remove its proprietary information from the unredacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that

may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for IaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement via amendment.

Attachment B – Identification of Service Models Matrix

Offerors must complete the following form to identify the service models your firm offers under this RFP. You may provide a list of the different SaaS, IaaS, and/or PaaS services that you offer, including the Categorization of Risk that you have the ability to store and secure. This document is to provide purchasing entities and eligible users a quick snap shot of the cloud solutions your firm provides.

Service Model:	**Low Risk Data**	**Moderate Risk Data**	**High Risk Data**	**Deployment Models Offered:**
Saas	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	AODocs, CA Technologies, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, VMware
IaaS	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	FireEye, Google, QTS, Virtustream, VMware
PaaS	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Google, QTS, Salesforce, SAP, ServiceNow, Virtustream

Carahsoft's solution providers each have different forms an. R
R P CR TR R ag
RR

Attachment C – Cost Schedule

Solicitation Number CH16012
NASPO ValuePoint Cloud Solutions RFP

Cloud Solutions By Category. Specify ***Discount Percent %*** Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

Software as a Service **Discount % 0-21.60**

Infrastructure as a Service **Discount % _0-10__**

Platform as a Services **Discount % _0-11__**

Value Added Services **Discount % _0-13__**

Additional Value Added Services:

Maintenance Services

Onsite Hourly Rate $ _250_____
Remote Hourly Rate $ _175_____

Professional Services

- **Deployment Services** — **Onsite Hourly Rate $ __350_____** / **Remote Hourly Rate $ _275_____**
- **Consulting/Advisory Services** — **Onsite Hourly Rate $ __300_____** / **Remote Hourly Rate $ _225_____**
- **Architectural Design Services** — **Onsite Hourly Rate $ __300_____** / **Remote Hourly Rate $ _225_____**
- **Statement of Work Services** — **Onsite Hourly Rate $ __250_____** / **Remote Hourly Rate $ _175_____**

Partner Services **Onsite Hourly Rate $ ___250_____**
Remote Hourly Rate $ __175_____

Training Deployment Services **Onsite Hourly Rate $ ___250_____**
Online Hourly Rate $ ___175_____

Manufacturer	Description	Vendor Part No	List Price	GSA Price
AODocs	AODOCS-TEAM-FOLDERS-12MO	AODocs Team Folders: 12 mo	$ 36.00	$ 35.19
AODocs	AODOCS-DOCUMENT-MANAGEMENT-12MO	AODocs Document Managen	$ 72.00	$ 70.38
AODocs	AODOCS-TEAM-FOLDERS-1MO	AODocs Team Folders: 1 mo	$ 3.00	$ 2.93
AODocs	AODOCS-DOCUMENT-MANAGEMENT-1MO	AODocs Document Managen	$ 6.00	$ 5.87
AODocs	AODOCS-RETENTION-12MO	AODocs Retention Managem	$ 30.00	$ 29.33
AODocs	AODOCS-EMAIL-CONNECTOR-12MO	AODocs Email Connector 12	$ 30.00	$ 29.33
AODocs	AODOCS-MIGRATION-TOOL-12MO	AODocs Migration Tool 12 m	$ 20,000.00	$ 19,550.00
CA Technologies	CA Agile Central Enterprise Edition	ENTP-1YR-STD	$ 420.00	$ 403.20
CA Technologies	CA Flowdock Enterprise Add-on	FDE-SUB-OD-ADD	$ 108.00	$ 103.68
CA Technologies	CA Flowdock Enterprise Standalone	FDEP-SUB-OD	$ 108.00	$ 103.68
CA Technologies	CA Agile Central HP Integration	INT-SUB-OD-HP	$ 60.00	$ 57.60
CA Technologies	CA Agile Central IBM Integration	INT-SUB-OD-IBM	$ 60.00	$ 57.60
CA Technologies	CA Agile Central Quality Manager Module	QUAL-1YR-STD	$ 120.00	$ 115.20
CA Technologies	CA Agile Central Advanced Security and Administration	RAS-SUB-OD	$ 60.00	$ 57.60
CA Technologies	CA Idea Manager Fee	RIM-SUB-FEE	$ 1,000.00	$ 960.00
CA Technologies	CA Idea Manager	RIM-SUB-OD	$ 5,000.00	$ 4,800.00
CA Technologies	CA Portfolio Manager	RPM2-SUB-OD	$ 120.00	$ 115.20
CA Technologies	CA Quality Manager Product	RQMP-1YR-STD	$ 420.00	$ 403.20
CA Technologies	CA Time Tracker Module	RTT-1YR-STD	$ 120.00	$ 115.20
CA Technologies	CA Agile Central Unlimited Edition	UE-1YR-STD	$ 588.00	$ 564.48
CA Technologies	CA API Management SaaS Portal -Partner	APIMPR990	$ 30,000.00	$ 23,520.00
CA Technologies	CA API Management SaaS Gateway add-on -Partner	APIMSA990	$ 21,600.00	$ 16,934.40
CA Technologies	CA API Management SaaS Partner	APIMSP990	$ 78,000.00	$ 61,152.00
CA Technologies	CA App Synthetic Monitor 5 Minute Adv 10GB 10 Pack	APCA10990	$ 4,200.00	$ 4,200.00
CA Technologies	CA App Synthetic Monitor 5 Minute Adv 20GB 10 Pack	APCA20990	$ 6,360.00	$ 6,360.00
CA Technologies	CA App Synthetic Monitor 5 Minute Adv 40GB 10 Pack	APCA40990	$ 10,800.00	$ 10,800.00
CA Technologies	CA App Synthetic Monitor 1 Minute Basic 10 Pack	APCB10990	$ 7,560.00	$ 7,560.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic 50 Pack	APCB50990	$ 5,520.00	$ 5,520.00
CA Technologies	CA App Synthetic Monitor 10 Min RBM 20GB 1Pk	APCR20990	$ 4,080.00	$ 4,080.00
CA Technologies	CA App Synthetic Monitor 5 Min RBM 40GB 1Pk	APCR40990	$ 6,360.00	$ 6,360.00
CA Technologies	CA App Synthetic Monitor 15 Minute Adv 5GB 10 Pack	APMCA5990	$ 4,200.00	$ 4,200.00
CA Technologies	CA App Synthetic Monitor Adv Option	APMCMA990	$ 67,200.00	$ 67,200.00
CA Technologies	CA App Synthetic Monitor Intermediate Option	APMCMI990	$ 42,000.00	$ 42,000.00
CA Technologies	CA App Synthetic Monitor Intermediate Option	APMCMI990	$ 42,000.00	$ 42,000.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic Monitor 10 pack	NCUBMF990	$ 1,740.00	$ 1,740.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic Monitor 3 pack	NCUBMT990	$ 540.00	$ 540.00
CA Technologies	CA App Synthetic Monitor 5 Minute Advanced Monitor (10 GB) 1	NCUEAF990	$ 708.00	$ 708.00
CA Technologies	CA App Synthetic Monitor 1 Minute Basic Monitor 1	NCUEBM990	$ 1,080.00	$ 1,080.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic Monitor 25 pack	NCUEBP990	$ 3,900.00	$ 3,900.00
CA Technologies	CA App Synthetic Monitor 15 Minute Advanced Monitor (5 GB) 1	NCUEMA990	$ 348.00	$ 348.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic Monitor 1	NCUEMM990	$ 216.00	$ 216.00
CA Technologies	CA App Synthetic Monitor 10 Minute Basic Monitor 10 pack	NCUEMP990	$ 936.00	$ 936.00
CA Technologies	CA App Synthetic Monitor 10 Minute Basic Monitor 1	NCUETB990	$ 108.00	$ 108.00
CA Technologies	CA App Synthetic Monitor 10 Minute Basic Monitor 3 pack	NCUETP990	$ 288.00	$ 288.00
CA Technologies	CA App Synthetic Monitor 5 Minute Advanced Monitor (10 GB) 10 pack	NCUMAM990	$ 6,000.00	$ 6,000.00
CA Technologies	CA App Synthetic Monitor Corporate Bundle	NCUMCB990	$ 5,940.00	$ 5,940.00
CA Technologies	CA App Synthetic Monitor Enterprise Bundle	NCUMEB990	$ 18,000.00	$ 18,000.00

CA Technologies	CA App Synthetic Monitor 5 Minute Advanced Monitor (40 GB) 1	NCUMFA990	$ 1,800.00	$ 1,800.00
CA Technologies	CA App Synthetic Monitor 5 Minute Advanced Monitor (20 GB) 1	NCUMMA990	$ 1,080.00	$ 1,080.00
CA Technologies	CA App Synthetic Monitor Multi-Site Bundle	NCUMSB990	$ 1,188.00	$ 1,188.00
CA Technologies	CA Mobile App Analytics for Business Users SAAS	MBAABS565	$ 13.20	$ 11.22
CA Technologies	CA Mobile App Analytics for Consumer Users SAAS	MBAACS565	$ 0.48	$ 0.41
CA Technologies	*CA PPM SAAS Full Function User	CODSFF991	$ 720.00	$ 564.48
CA Technologies	*CA PPM SAAS Restricted User	CODSRU991	$ 360.00	$ 282.24
CA Technologies	*CA PPM SAAS VIEW ONLY USER (1000 User pack)	CODSVU991	$ 5,000.00	$ 3,920.03
CA Technologies	*CA PPM SAAS Sandbox Small Environment	CODSBX991	$ 30,000.00	$ 23,520.00
CA Technologies	*CA PPM SAAS Sandbox Near Production Environment	CODSB2991	$ 48,000.00	$ 37,632.00
DocuSign	3rd Party Solutions - Conga composer/Per Transaction - ADD ON	DS-3PS-CCT	$ 2.00	$ 1.95
DocuSign	3rd Party Solutions - Conga composer/Seat Per Year - ADD ON	DS-3PS-CCY	$ 180.00	$ 175.92
DocuSign	3rd Party Solutions - Dynamic Documents - ADD ON	DS-3PS-DD	$ 180.00	$ 175.92
DocuSign	3rd Party Solutions - eOriginal/Managed Transaction - ADD ON	DS-3PS-EMT	$ 1.00	$ 0.98
DocuSign	3rd Party Solutions - eOriginal/Transferred Transaction - ADD ON	DS-3PS-ETT	$ 5.00	$ 4.89
DocuSign	Additional - Fax Services - ADD ON	DS-AFS	$ 0.10	$ 0.10
DocuSign	DocuSign Authentication Option - ID Check - ADD ON	DS-AOID	$ 2.50	$ 2.44
DocuSign	DocuSign Authentication Option - Phone - ADD ON	DS-AOPhone	$ 0.75	$ 0.73
DocuSign	DocuSign Authentication Option - SMS - ADD ON	DS-AOSMS	$ 0.20	$ 0.20
DocuSign	Additonal - Retrieve - ADD ON	DS-AR	$ 5,000.00	$ 4,886.65
DocuSign	Customer Success Architects - Full time - SERVICE	DS-CSAF	$ 28,000.00	$ 27,365.24
DocuSign	Customer Success Architects - Half time - SERVICE	DS-CSAH	$ 18,000.00	$ 17,591.94
DocuSign	Customer Success Architects - Quarter time - SERVICE	DS-CSAQ	$ 10,000.00	$ 9,773.30
DocuSign	Docusign Digital Signatures - Express - ADD ON	DS-DSE	$ 1.50	$ 1.47
DocuSign	Docusign Digital Signatures - OpenTrust/Seat Per Year - ADD ON	DS-DSOTS	$ 144.00	$ 140.74
DocuSign	Docusign Digital Signatures - OpenTrust/Per Transaction - ADD ON	DS-DSOTT	$ 1.75	$ 1.71
DocuSign	Docusign Digital Signatures - SAFE Bio-Pharma - ADD ON	DS-DSSBP	$ 1.50	$ 1.47
DocuSign	Follow Up - TRAINING	DS-FUP	$ 295.00	$ 288.31
DocuSign	Microsoft Office 365 Quickstart Onboarding - TRAINING	DS-MO3QO	$ 295.00	$ 288.31
DocuSign	DocuSign for Office 365 Edition	DS-O3E	$ 120.00	$ 117.28
DocuSign	Powerforms - TRAINING	DS-PF	$ 295.00	$ 288.31
DocuSign	Professional Services - API Certification - SERVICE	DS-PS-APIC	$ 1,000.00	$ 977.33
DocuSign	Professional Services - Consulting - SERVICE	DS-PS-C	$ 295.00	$ 288.31
DocuSign	Professional Services - Department Strategic Assessment - SERVICE	DS-PS-DSA	$ 17,000.00	$ 16,614.61
DocuSign	Professional Services - Fast start API - SERVICE	DS-PS-FS	$ 18,000.00	$ 17,591.94
DocuSign	Professional Services - Full service API - SERVICE	DS-PS-FSAPI	$ 45,000.00	$ 43,979.85
DocuSign	Professional Services - Full service web console - SERVICE	DS-PS-FSERVWC	$ 30,000.00	$ 29,319.90
DocuSign	Professional Services - Full service Salesforce.com - SERVICE	DS-PS-FSSF	$ 35,000.00	$ 34,206.55
DocuSign	Professional Services - ProServ /Single Sign On - SERVICE	DS-PS-PSS	$ 2,500.00	$ 2,443.32
DocuSign	Professional Services - Q&A Bundle - SERVICE	DS-PS-QAB	$ 2,500.00	$ 2,443.32
DocuSign	Retrieve Training - TRAINING	DS-RT	$ 295.00	$ 288.31
DocuSign	Salesforce Admin - TRAINING	DS-SA	$ 295.00	$ 288.31
DocuSign	DocuSign System Automated Premium Edition	DS-SAPE	$ 5.00	$ 4.89
DocuSign	DocuSign for Salesforce Enterprise Editon	DS-SEE	$ 550.00	$ 537.53
DocuSign	Salesforce Installation & Configuration - TRAINING	DS-SIC	$ 295.00	$ 288.31
DocuSign	Web Console Admin - TRAINING	DS-WCA	$ 295.00	$ 288.31
DocuSign	Web Console Overview - TRAINING	DS-WCO	$ 295.00	$ 288.31
DocuSign	Web Console Template Setup - TRAINING	DS-WCTS	$ 295.00	$ 288.31
DocuSign	DocuSign Enterprise Edition Enterprise Premier (Support)	DS-EE-EP	$ 121.00	$ 118.26

DocuSign	DocuSign for Salesforce Enterprise Edition Enterprise Premier (Support)- Seats- USD- Annual	12000121S-EP	$ 121.00	$ 118.26
DocuSign	DocuSign for Salesforce Enterprise Editon Enterprise Premier (Support)	DS-SEE-EP	$ 121.00	$ 118.26
DocuSign	DocuSign Enterprise Edition Enterprise Premier (Support)- Seats-USD- Annual	12000111S-EP	$ 105.60	$ 103.21
DocuSign	DocuSign for Salesforce Enterprise Edition Premier (Support)- Seats- USD- Annual	12000121S-P	$ 82.50	$ 80.63
DocuSign	DocuSign for Salesforce Enterprise Editon Premier (Support)	DS-SEE-P	$ 82.50	$ 80.63
DocuSign	DocuSign for Salesforce Business Edition Enterprise Premier (Support)	12000321S-EP	$ 79.20	$ 77.40
DocuSign	DocuSign Enterprise Edition Premier (Support)- Seats-USD- Annual	12000111S-P	$ 72.00	$ 70.37
DocuSign	DocuSign for Salesforce Business Edition Premier (Support)	12000321S-P	$ 54.00	$ 52.78
DocuSign	DocuSign Enterprise Edition Premier (Support)	DS-EE-P	$ 54.00	$ 52.78
DocuSign	DocuSign for Salesforce Dynamic Documents Enterprise Premier (Support)- Seats- USD- Annual	12000232S-EP	$ 39.60	$ 38.70
DocuSign	DocuSign for Salesforce Dynamic Documents Premier (Support)- Seats- USD- Annual	12000232S-P	$ 27.00	$ 26.39
DocuSign	DocuSign for Office 365 Edition Enterprise Premier (Support)- Seat per Year	DS-O3E-EP	$ 26.40	$ 25.80
DocuSign	DocuSign for Office 365 Edition Premier (Support)- Seat per Year	DS-O3E-P	$ 18.00	$ 17.59
DocuSign	DocuSign Business Edition - SMS	200013	$ 2.00	$ 1.96
DocuSign	DocuSign for Salesforce Enterprise Edition Enterprise Premier (Support)- Envelopes- USD- Annual	12000121E-EP	$ 1.54	$ 1.52
DocuSign	DocuSign Business Edition ($/seat annually) 5+ seats	DS-BE	$ 360.00	$ 351.84
DocuSign	DocuSign for Salesforce Business Package ($/seat annually) 5+ seats	DS-SBP	$ 360.00	$ 351.84
DocuSign	DocuSign for Salesforce Enterprise Package ($/seat annually) 5+ seats	DS-SEP	$ 540.00	$ 527.76
DocuSign	DocuSign System Automated Standard Edition ($/envelope) 500 envelope allowance minimum	DS-SASE	$ 3.00	$ 2.93
DocuSign	DocuSign Enterprise Developer ($/app/year) $299/app/month	DS-ED	$ 3,588.00	$ 3,506.66
DocuSign	DocuSign Individual Developer ($/app/year) $9/app/month	DS-ID	$ 108.00	$ 105.55
DocuSign	DocuSign - Additional-Security Appliance - 40% uplift to annual Edition pricing -- Minimum 240000/year (requires product management approval)	DS-ASA	$ 240,000.00	$ 234,559.19
DocuSign	DocuSign - Additional-Connectors ($/user/year)	DS-AC	$ 144.00	$ 140.74
DocuSign	DocuSign - Professional Services -20 hr bundle Flat fee	DS-PSB	$ 5,000.00	$ 4,886.65
DocuSign	DocuSign - Strategic Value Assessments -SVA Corporate Flat fee	DS-SVA-C	$ 3,500.00	$ 3,420.65
DocuSign	DocuSign - Strategic Value Assessments -SVA Enterprise Flat fee	DS-SVA-E	$ 10,000.00	$ 9,773.30
DocuSign	DocuSign - Training-DS Transaction Rooms Broker Edition - Agent/User Training $/person	DS-TRBE-AUT	$ 295.00	$ 288.31
DocuSign	DocuSign - Training-DS Transaction Rooms Broker Edition - Admin/Account Setup $/person	DS-TRBE-AAU	$ 295.00	$ 288.31
DocuSign	DocuSign Enterprise Edition	DS-EE	$ 540.00	$ 527.76
DocuSign	Professional Services - Fast start Salesforce.com - SERVICE	DS-PS-FSS	$ 14,525.00	$ 14,195.72
DocuSign	Professional Services - Fast start web console - SERVICE	DS-PS-FSWC	$ 9,975.00	$ 9,748.87
DocuSign	DocuSign Enterprise Edition Enterprise Premier (Support)- Envelopes-USD- Annual	12000111E-EP	$ 1.32	$ 1.30
DocuSign	DocuSign System Automated Premium Edition Enterprise Premier (Support)	DS-SAPE-EP	$ 1.10	$ 1.09
DocuSign	DocuSign for Salesforce Enterprise Edition Premier (Support)- Envelopes- USD- Annual	12000121E-P	$ 1.05	$ 1.04
DocuSign	DocuSign Enterprise Edition Premier (Support)- Envelopes-USD- Annual	12000111E-P	$ 0.90	$ 0.89
DocuSign	DocuSign System Automated Premium Edition Premier (Support)	DS-SAPE-P	$ 0.75	$ 0.74
DocuSign	DocuSign Business Edition Enterprise Premier (Support)- SMS	200013-EP	$ 0.44	$ 0.44
DocuSign	DocuSign for Salesforce Dynamic Documents Enterprise Premier (Support)- Envelopes- USD- Annual	12000232E-EP	$ 0.44	$ 0.44
DocuSign	DocuSign Business Edition Premier (Support)- SMS	200013-P	$ 0.30	$ 0.30
DocuSign	DocuSign for Salesforce Dynamic Documents Premier (Support)- Envelopes- USD- Annual	12000232E-P	$ 0.30	$ 0.30
FireEye	Email Threat Prevention, Platinum Support 1 Year 1-249	ETP-000249-PTM1Y	$ 58.32	$ 50.74
FireEye	Email Threat Prevention, Platinum Support 2 Year 1-249	ETP-000249-PTM2Y	$ 116.64	$ 101.48
FireEye	Email Threat Prevention, Platinum Support 3 Year 1-249	ETP-000249-PTM3Y	$ 157.46	$ 136.99
FireEye	Email Threat Prevention, Platinum Support 4 Year 1-249	ETP-000249-PTM4Y	$ 209.95	$ 182.66
FireEye	Email Threat Prevention, Platinum Support 5 Year 1-249	ETP-000249-PTM5Y	$ 262.44	$ 228.32
FireEye	Email Threat Prevention, Government US 1 Year 1-249	ETP-000249-USG1Y	$ 58.32	$ 50.74
FireEye	Email Threat Prevention, Government US 2 Year 1-249	ETP-000249-USG2Y	$ 116.64	$ 101.48
FireEye	Email Threat Prevention, Government US 3 Year 1-249	ETP-000249-USG3Y	$ 157.46	$ 136.99
FireEye	Email Threat Prevention, Government US 4 Year 1-249	ETP-000249-USG4Y	$ 209.95	$ 182.66

FireEye	Email Threat Prevention, Government US 5 Year 1-249	ETP-000249-USG5Y	$ 262.44	$ 228.32
FireEye	Email Threat Prevention, Platinum Support 1 Year 250-499	ETP-000499-PTM1Y	$ 48.15	$ 41.89
FireEye	Email Threat Prevention, Platinum Support 2 Year 250-499	ETP-000499-PTM2Y	$ 96.30	$ 83.78
FireEye	Email Threat Prevention, Platinum Support 3 Year 250-499	ETP-000499-PTM3Y	$ 130.01	$ 113.11
FireEye	Email Threat Prevention, Platinum Support 4 Year 250-499	ETP-000499-PTM4Y	$ 173.34	$ 150.81
FireEye	Email Threat Prevention, Platinum Support 5 Year 250-499	ETP-000499-PTM5Y	$ 216.68	$ 188.51
FireEye	Email Threat Prevention, Government US 1 Year 250-499	ETP-000499-USG1Y	$ 48.15	$ 41.89
FireEye	Email Threat Prevention, Government US 2 Year 250-499	ETP-000499-USG2Y	$ 96.30	$ 83.78
FireEye	Email Threat Prevention, Government US 3 Year 250-499	ETP-000499-USG3Y	$ 130.01	$ 113.11
FireEye	Email Threat Prevention, Government US 4 Year 250-499	ETP-000499-USG4Y	$ 173.34	$ 150.81
FireEye	Email Threat Prevention, Government US 5 Year 250-499	ETP-000499-USG5Y	$ 216.68	$ 188.51
FireEye	Email Threat Prevention, Platinum Support 1 Year 500-749	ETP-000749-PTM1Y	$ 41.30	$ 35.93
FireEye	Email Threat Prevention, Platinum Support 2 Year 500-749	ETP-000749-PTM2Y	$ 82.60	$ 71.86
FireEye	Email Threat Prevention, Platinum Support 3 Year 500-749	ETP-000749-PTM3Y	$ 111.51	$ 97.01
FireEye	Email Threat Prevention, Platinum Support 4 Year 500-749	ETP-000749-PTM4Y	$ 148.68	$ 129.35
FireEye	Email Threat Prevention, Platinum Support 5 Year 500-749	ETP-000749-PTM5Y	$ 185.85	$ 161.69
FireEye	Email Threat Prevention, Government US 1 Year 500-749	ETP-000749-USG1Y	$ 41.30	$ 35.93
FireEye	Email Threat Prevention, Government US 2 Year 500-749	ETP-000749-USG2Y	$ 82.60	$ 71.86
FireEye	Email Threat Prevention, Government US 3 Year 500-749	ETP-000749-USG3Y	$ 111.51	$ 97.01
FireEye	Email Threat Prevention, Government US 4 Year 500-749	ETP-000749-USG4Y	$ 148.68	$ 129.35
FireEye	Email Threat Prevention, Government US 5 Year 500-749	ETP-000749-USG5Y	$ 185.85	$ 161.69
FireEye	Email Threat Prevention, Platinum Support 1 Year 750-999	ETP-000999-PTM1Y	$ 34.69	$ 30.18
FireEye	Email Threat Prevention, Platinum Support 2 Year 750-999	ETP-000999-PTM2Y	$ 69.38	$ 60.36
FireEye	Email Threat Prevention, Platinum Support 3 Year 750-999	ETP-000999-PTM3Y	$ 93.66	$ 81.48
FireEye	Email Threat Prevention, Platinum Support 4 Year 750-999	ETP-000999-PTM4Y	$ 124.88	$ 108.65
FireEye	Email Threat Prevention, Platinum Support 5 Year 750-999	ETP-000999-PTM5Y	$ 156.11	$ 135.82
FireEye	Email Threat Prevention, Government US 1 Year 750-999	ETP-000999-USG1Y	$ 34.69	$ 30.18
FireEye	Email Threat Prevention, Government US 2 Year 750-999	ETP-000999-USG2Y	$ 69.38	$ 60.36
FireEye	Email Threat Prevention, Government US 3 Year 750-999	ETP-000999-USG3Y	$ 93.66	$ 81.48
FireEye	Email Threat Prevention, Government US 4 Year 750-999	ETP-000999-USG4Y	$ 124.88	$ 108.65
FireEye	Email Threat Prevention, Government US 5 Year 750-999	ETP-000999-USG5Y	$ 156.11	$ 135.82
FireEye	Email Threat Prevention, Platinum Support 1 Year 1,000-1999	ETP-001999-PTM1Y	$ 31.46	$ 27.37
FireEye	Email Threat Prevention, Platinum Support 2 Year 1,000-1999	ETP-001999-PTM2Y	$ 62.92	$ 54.74
FireEye	Email Threat Prevention, Platinum Support 3 Year 1,000-1999	ETP-001999-PTM3Y	$ 84.94	$ 73.90
FireEye	Email Threat Prevention, Platinum Support 4 Year 1,000-1999	ETP-001999-PTM4Y	$ 113.26	$ 98.54
FireEye	Email Threat Prevention, Platinum Support 5 Year 1,000-1999	ETP-001999-PTM5Y	$ 141.57	$ 123.17
FireEye	Email Threat Prevention, Government US 1 Year 1,000-1999	ETP-001999-USG1Y	$ 31.46	$ 27.37
FireEye	Email Threat Prevention, Government US 2 Year 1,000-1999	ETP-001999-USG2Y	$ 62.92	$ 54.74
FireEye	Email Threat Prevention, Government US 3 Year 1,000-1999	ETP-001999-USG3Y	$ 84.94	$ 73.90
FireEye	Email Threat Prevention, Government US 4 Year 1,000-1999	ETP-001999-USG4Y	$ 113.26	$ 98.54
FireEye	Email Threat Prevention, Government US 5 Year 1,000-1999	ETP-001999-USG5Y	$ 141.57	$ 123.17
FireEye	Email Threat Prevention, Platinum Support 1 Year 2,000-4999	ETP-004999-PTM1Y	$ 28.64	$ 24.92
FireEye	Email Threat Prevention, Platinum Support 2 Year 2,000-4999	ETP-004999-PTM2Y	$ 57.28	$ 49.83
FireEye	Email Threat Prevention, Platinum Support 3 Year 2,000-4999	ETP-004999-PTM3Y	$ 77.33	$ 67.28
FireEye	Email Threat Prevention, Platinum Support 4 Year 2,000-4999	ETP-004999-PTM4Y	$ 103.10	$ 89.70
FireEye	Email Threat Prevention, Platinum Support 5 Year 2,000-4999	ETP-004999-PTM5Y	$ 128.88	$ 112.13
FireEye	Email Threat Prevention, Government US 1 Year 2,000-4999	ETP-004999-USG1Y	$ 28.64	$ 24.92
FireEye	Email Threat Prevention, Government US 2 Year 2,000-4999	ETP-004999-USG2Y	$ 57.28	$ 49.83
FireEye	Email Threat Prevention, Government US 3 Year 2,000-4999	ETP-004999-USG3Y	$ 77.33	$ 67.28

FireEye	Email Threat Prevention, Government US 4 Year 2,000-4999	ETP-004999-USG4Y	$ 103.10	$ 89.70
FireEye	Email Threat Prevention, Government US 5 Year 2,000-4999	ETP-004999-USG5Y	$ 128.88	$ 112.13
FireEye	Email Threat Prevention, Platinum Support 1 Year 5,000-9999	ETP-009999-PTM1Y	$ 25.51	$ 22.19
FireEye	Email Threat Prevention, Platinum Support 2 Year 5,000-9999	ETP-009999-PTM2Y	$ 51.02	$ 44.39
FireEye	Email Threat Prevention, Platinum Support 3 Year 5,000-9999	ETP-009999-PTM3Y	$ 68.88	$ 59.93
FireEye	Email Threat Prevention, Platinum Support 4 Year 5,000-9999	ETP-009999-PTM4Y	$ 91.84	$ 79.90
FireEye	Email Threat Prevention, Platinum Support 5 Year 5,000-9999	ETP-009999-PTM5Y	$ 114.80	$ 99.88
FireEye	Email Threat Prevention, Government US 1 Year 5,000-9999	ETP-009999-USG1Y	$ 25.51	$ 22.19
FireEye	Email Threat Prevention, Government US 2 Year 5,000-9999	ETP-009999-USG2Y	$ 51.02	$ 44.39
FireEye	Email Threat Prevention, Government US 3 Year 5,000-9999	ETP-009999-USG3Y	$ 68.88	$ 59.93
FireEye	Email Threat Prevention, Government US 4 Year 5,000-9999	ETP-009999-USG4Y	$ 91.84	$ 79.90
FireEye	Email Threat Prevention, Government US 5 Year 5,000-9999	ETP-009999-USG5Y	$ 114.80	$ 99.88
FireEye	Email Threat Prevention, Platinum Support 1 Year 10,000-19999	ETP-019999-PTM1Y	$ 22.02	$ 19.16
FireEye	Email Threat Prevention, Platinum Support 2 Year 10,000-19999	ETP-019999-PTM2Y	$ 44.04	$ 38.31
FireEye	Email Threat Prevention, Platinum Support 3 Year 10,000-19999	ETP-019999-PTM3Y	$ 59.45	$ 51.72
FireEye	Email Threat Prevention, Platinum Support 4 Year 10,000-19999	ETP-019999-PTM4Y	$ 79.27	$ 68.96
FireEye	Email Threat Prevention, Platinum Support 5 Year 10,000-19999	ETP-019999-PTM5Y	$ 99.09	$ 86.21
FireEye	Email Threat Prevention, Government US 1 Year 10,000-19999	ETP-019999-USG1Y	$ 22.02	$ 19.16
FireEye	Email Threat Prevention, Government US 2 Year 10,000-19999	ETP-019999-USG2Y	$ 44.04	$ 38.31
FireEye	Email Threat Prevention, Government US 3 Year 10,000-19999	ETP-019999-USG3Y	$ 59.45	$ 51.72
FireEye	Email Threat Prevention, Government US 4 Year 10,000-19999	ETP-019999-USG4Y	$ 79.27	$ 68.96
FireEye	Email Threat Prevention, Government US 5 Year 10,000-19999	ETP-019999-USG5Y	$ 99.09	$ 86.21
FireEye	Email Threat Prevention, Platinum Support 1 Year 20,000-49999	ETP-049999-PTM1Y	$ 20.76	$ 18.06
FireEye	Email Threat Prevention, Platinum Support 2 Year 20,000-49999	ETP-049999-PTM2Y	$ 41.52	$ 36.12
FireEye	Email Threat Prevention, Platinum Support 3 Year 20,000-49999	ETP-049999-PTM3Y	$ 56.05	$ 48.76
FireEye	Email Threat Prevention, Platinum Support 4 Year 20,000-49999	ETP-049999-PTM4Y	$ 74.74	$ 65.02
FireEye	Email Threat Prevention, Platinum Support 5 Year 20,000-49999	ETP-049999-PTM5Y	$ 93.42	$ 81.28
FireEye	Email Threat Prevention, Government US 1 Year 20,000-49999	ETP-049999-USG1Y	$ 20.76	$ 18.06
FireEye	Email Threat Prevention, Government US 2 Year 20,000-49999	ETP-049999-USG2Y	$ 41.52	$ 36.12
FireEye	Email Threat Prevention, Government US 3 Year 20,000-49999	ETP-049999-USG3Y	$ 56.05	$ 48.76
FireEye	Email Threat Prevention, Government US 4 Year 20,000-49999	ETP-049999-USG4Y	$ 74.74	$ 65.02
FireEye	Email Threat Prevention, Government US 5 Year 20,000-49999	ETP-049999-USG5Y	$ 93.42	$ 81.28
FireEye	Email Threat Prevention, Platinum Support 1 Year 50,000-74999	ETP-074999-PTM1Y	$ 18.75	$ 16.31
FireEye	Email Threat Prevention, Platinum Support 2 Year 50,000-74999	ETP-074999-PTM2Y	$ 37.50	$ 32.63
FireEye	Email Threat Prevention, Platinum Support 3 Year 50,000-74999	ETP-074999-PTM3Y	$ 50.63	$ 44.05
FireEye	Email Threat Prevention, Platinum Support 4 Year 50,000-74999	ETP-074999-PTM4Y	$ 67.50	$ 58.73
FireEye	Email Threat Prevention, Platinum Support 5 Year 50,000-74999	ETP-074999-PTM5Y	$ 84.38	$ 73.41
FireEye	Email Threat Prevention, Government US 1 Year 50,000-74999	ETP-074999-USG1Y	$ 18.75	$ 16.31
FireEye	Email Threat Prevention, Government US 2 Year 50,000-74999	ETP-074999-USG2Y	$ 37.50	$ 32.63
FireEye	Email Threat Prevention, Government US 3 Year 50,000-74999	ETP-074999-USG3Y	$ 50.63	$ 44.05
FireEye	Email Threat Prevention, Government US 4 Year 50,000-74999	ETP-074999-USG4Y	$ 67.50	$ 58.73
FireEye	Email Threat Prevention, Government US 5 Year 50,000-74999	ETP-074999-USG5Y	$ 84.38	$ 73.41
FireEye	Email Threat Prevention, Platinum Support 1 Year 75,000-99999	ETP-099999-PTM1Y	$ 16.22	$ 14.11
FireEye	Email Threat Prevention, Platinum Support 2 Year 75,000-99999	ETP-099999-PTM2Y	$ 32.44	$ 28.22
FireEye	Email Threat Prevention, Platinum Support 3 Year 75,000-99999	ETP-099999-PTM3Y	$ 43.79	$ 38.10
FireEye	Email Threat Prevention, Platinum Support 4 Year 75,000-99999	ETP-099999-PTM4Y	$ 58.39	$ 50.80
FireEye	Email Threat Prevention, Platinum Support 5 Year 75,000-99999	ETP-099999-PTM5Y	$ 72.99	$ 63.50
FireEye	Email Threat Prevention, Government US 1 Year 75,000-99999	ETP-099999-USG1Y	$ 16.22	$ 14.11
FireEye	Email Threat Prevention, Government US 2 Year 75,000-99999	ETP-099999-USG2Y	$ 32.44	$ 28.22

FireEye	Email Threat Prevention, Government US 3 Year 75,000-99999	ETP-099999-USG3Y	$ 43.79	$ 38.10
FireEye	Email Threat Prevention, Government US 4 Year 75,000-99999	ETP-099999-USG4Y	$ 58.39	$ 50.80
FireEye	Email Threat Prevention, Government US 5 Year 75,000-99999	ETP-099999-USG5Y	$ 72.99	$ 63.50
FireEye	Email Threat Prevention, Platinum Support 1 Year 100,000-199999	ETP-199999-PTM1Y	$ 14.26	$ 12.41
FireEye	Email Threat Prevention, Platinum Support 2 Year 100,000-199999	ETP-199999-PTM2Y	$ 28.52	$ 24.81
FireEye	Email Threat Prevention, Platinum Support 3 Year 100,000-199999	ETP-199999-PTM3Y	$ 38.50	$ 33.50
FireEye	Email Threat Prevention, Platinum Support 4 Year 100,000-199999	ETP-199999-PTM4Y	$ 51.34	$ 44.67
FireEye	Email Threat Prevention, Platinum Support 5 Year 100,000-199999	ETP-199999-PTM5Y	$ 64.17	$ 55.83
FireEye	Email Threat Prevention, Government US 1 Year 100,000-199999	ETP-199999-USG1Y	$ 14.26	$ 12.41
FireEye	Email Threat Prevention, Government US 2 Year 100,000-199999	ETP-199999-USG2Y	$ 28.52	$ 24.81
FireEye	Email Threat Prevention, Government US 3 Year 100,000-199999	ETP-199999-USG3Y	$ 38.50	$ 33.50
FireEye	Email Threat Prevention, Government US 4 Year 100,000-199999	ETP-199999-USG4Y	$ 51.34	$ 44.67
FireEye	Email Threat Prevention, Government US 5 Year 100,000-199999	ETP-199999-USG5Y	$ 64.17	$ 55.83
FireEye	Email Threat Prevention, Platinum Support 1 Year 200,000+	ETP-200000+PTM1Y	$ 13.46	$ 11.71
FireEye	Email Threat Prevention, Platinum Support 2 Year 200,000+	ETP-200000+PTM2Y	$ 26.92	$ 23.42
FireEye	Email Threat Prevention, Platinum Support 3 Year 200,000+	ETP-200000+PTM3Y	$ 36.34	$ 31.62
FireEye	Email Threat Prevention, Platinum Support 4 Year 200,000+	ETP-200000+PTM4Y	$ 48.46	$ 42.16
FireEye	Email Threat Prevention, Platinum Support 5 Year 200,000+	ETP-200000+PTM5Y	$ 60.57	$ 52.70
FireEye	Email Threat Prevention, Government US 1 Year 200,000+	ETP-200000+USG1Y	$ 13.46	$ 11.71
FireEye	Email Threat Prevention, Government US 2 Year 200,000+	ETP-200000+USG2Y	$ 26.92	$ 23.42
FireEye	Email Threat Prevention, Government US 3 Year 200,000+	ETP-200000+USG3Y	$ 36.34	$ 31.62
FireEye	Email Threat Prevention, Government US 4 Year 200,000+	ETP-200000+USG4Y	$ 48.46	$ 42.16
FireEye	Email Threat Prevention, Government US 5 Year 200,000+	ETP-200000+USG5Y	$ 60.57	$ 52.70
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 1-249	ETP-A-000249-CAG1Y	$ 71.95	$ 62.60
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 1-249	ETP-A-000249-CAG2Y	$ 134.55	$ 117.06
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 1-249	ETP-A-000249-CAG3Y	$ 194.27	$ 169.01
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 1-249	ETP-A-000249-CAG4Y	$ 259.02	$ 225.35
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 1-249	ETP-A-000249-CAG5Y	$ 323.78	$ 281.69
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 1-249	ETP-A-000249-CAP1Y	$ 75.00	$ 65.25
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 1-249	ETP-A-000249-CAP2Y	$ 140.25	$ 122.02
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 1-249	ETP-A-000249-CAP3Y	$ 202.50	$ 176.18
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 1-249	ETP-A-000249-CAP4Y	$ 270.00	$ 234.90
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 1-249	ETP-A-000249-CAP5Y	$ 337.50	$ 293.63
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 1-249	ETP-A-000249-PPL1Y	$ 13.62	$ 11.85
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 1-249	ETP-A-000249-PPL2Y	$ 140.25	$ 122.02
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 1-249	ETP-A-000249-PPL3Y	$ 202.50	$ 176.18
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 1-249	ETP-A-000249-PPL4Y	$ 270.00	$ 234.90
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 1-249	ETP-A-000249-PPL5Y	$ 337.50	$ 293.63
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 1-249	ETP-A-000249-PTM1Y	$ 26.24	$ 22.83
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 1-249	ETP-A-000249-PTM2Y	$ 134.55	$ 117.06
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 1-249	ETP-A-000249-PTM3Y	$ 194.27	$ 169.01
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 1-249	ETP-A-000249-PTM4Y	$ 259.02	$ 225.35
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 1-249	ETP-A-000249-PTM5Y	$ 323.78	$ 281.69
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 1-249	ETP-A-000249-USG1Y	$ 71.95	$ 62.60
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 1-249	ETP-A-000249-USG2Y	$ 134.55	$ 117.06
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 1-249	ETP-A-000249-USG3Y	$ 194.27	$ 169.01
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 1-249	ETP-A-000249-USG4Y	$ 259.02	$ 225.35
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 1-249	ETP-A-000249-USG5Y	$ 323.78	$ 281.69
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 1-249	ETP-A-000249-USP1Y	$ 75.00	$ 65.25

FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 1-249	ETP-A-000249-USP2Y	$ 140.25	$ 122.02
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 1-249	ETP-A-000249-USP3Y	$ 202.50	$ 176.18
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 1-249	ETP-A-000249-USP4Y	$ 270.00	$ 234.90
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 1-249	ETP-A-000249-USP5Y	$ 337.50	$ 293.63
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 250-499	ETP-A-000499-CAG1Y	$ 35.96	$ 31.29
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 250-499	ETP-A-000499-CAG2Y	$ 67.24	$ 58.50
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 250-499	ETP-A-000499-CAG3Y	$ 97.09	$ 84.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 250-499	ETP-A-000499-CAG4Y	$ 129.46	$ 112.63
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 250-499	ETP-A-000499-CAG5Y	$ 161.82	$ 140.78
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 250-499	ETP-A-000499-CAP1Y	$ 37.48	$ 32.61
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 250-499	ETP-A-000499-CAP2Y	$ 70.09	$ 60.98
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 250-499	ETP-A-000499-CAP3Y	$ 101.20	$ 88.04
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 250-499	ETP-A-000499-CAP4Y	$ 134.93	$ 117.39
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 250-499	ETP-A-000499-CAP5Y	$ 168.66	$ 146.73
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 250-499	ETP-A-000499-PPL1Y	$ 11.26	$ 9.80
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 250-499	ETP-A-000499-PPL2Y	$ 70.09	$ 60.98
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 250-499	ETP-A-000499-PPL3Y	$ 101.20	$ 88.04
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 250-499	ETP-A-000499-PPL4Y	$ 134.93	$ 117.39
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 250-499	ETP-A-000499-PPL5Y	$ 168.66	$ 146.73
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 250-499	ETP-A-000499-PTM1Y	$ 21.67	$ 18.85
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 250-499	ETP-A-000499-PTM2Y	$ 67.24	$ 58.50
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 250-499	ETP-A-000499-PTM3Y	$ 97.09	$ 84.47
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 250-499	ETP-A-000499-PTM4Y	$ 129.46	$ 112.63
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 250-499	ETP-A-000499-PTM5Y	$ 161.82	$ 140.78
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 250-499	ETP-A-000499-USG1Y	$ 35.96	$ 31.29
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 250-499	ETP-A-000499-USG2Y	$ 67.24	$ 58.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 250-499	ETP-A-000499-USG3Y	$ 97.09	$ 84.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 250-499	ETP-A-000499-USG4Y	$ 129.46	$ 112.63
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 250-499	ETP-A-000499-USG5Y	$ 161.82	$ 140.78
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 250-499	ETP-A-000499-USP1Y	$ 37.48	$ 32.61
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 250-499	ETP-A-000499-USP2Y	$ 70.09	$ 60.98
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 250-499	ETP-A-000499-USP3Y	$ 101.20	$ 88.04
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 250-499	ETP-A-000499-USP4Y	$ 134.93	$ 117.39
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 250-499	ETP-A-000499-USP5Y	$ 168.66	$ 146.73
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 500-749	ETP-A-000749-CAG1Y	$ 29.76	$ 25.89
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 500-749	ETP-A-000749-CAG2Y	$ 55.65	$ 48.42
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 500-749	ETP-A-000749-CAG3Y	$ 80.35	$ 69.90
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 500-749	ETP-A-000749-CAG4Y	$ 107.14	$ 93.21
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 500-749	ETP-A-000749-CAG5Y	$ 133.92	$ 116.51
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 500-749	ETP-A-000749-CAP1Y	$ 31.02	$ 26.99
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 500-749	ETP-A-000749-CAP2Y	$ 58.00	$ 50.46
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 500-749	ETP-A-000749-CAP3Y	$ 83.75	$ 72.86
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 500-749	ETP-A-000749-CAP4Y	$ 111.67	$ 97.15
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 500-749	ETP-A-000749-CAP5Y	$ 139.59	$ 121.44
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 500-749	ETP-A-000749-PPL1Y	$ 9.66	$ 8.40
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 500-749	ETP-A-000749-PPL2Y	$ 58.00	$ 50.46
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 500-749	ETP-A-000749-PPL3Y	$ 83.75	$ 72.86
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 500-749	ETP-A-000749-PPL4Y	$ 111.67	$ 97.15
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 500-749	ETP-A-000749-PPL5Y	$ 139.59	$ 121.44

FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 500-749	ETP-A-000749-PTM1Y	$ 18.59	$ 16.17
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 500-749	ETP-A-000749-PTM2Y	$ 55.65	$ 48.42
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 500-749	ETP-A-000749-PTM3Y	$ 80.35	$ 69.90
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 500-749	ETP-A-000749-PTM4Y	$ 107.14	$ 93.21
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 500-749	ETP-A-000749-PTM5Y	$ 133.92	$ 116.51
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 500-749	ETP-A-000749-USG1Y	$ 29.76	$ 25.89
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 500-749	ETP-A-000749-USG2Y	$ 55.65	$ 48.42
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 500-749	ETP-A-000749-USG3Y	$ 80.35	$ 69.90
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 500-749	ETP-A-000749-USG4Y	$ 107.14	$ 93.21
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 500-749	ETP-A-000749-USG5Y	$ 133.92	$ 116.51
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 500-749	ETP-A-000749-USP1Y	$ 31.02	$ 26.99
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 500-749	ETP-A-000749-USP2Y	$ 58.00	$ 50.46
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 500-749	ETP-A-000749-USP3Y	$ 83.75	$ 72.86
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 500-749	ETP-A-000749-USP4Y	$ 111.67	$ 97.15
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 500-749	ETP-A-000749-USP5Y	$ 139.59	$ 121.44
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 750-999	ETP-A-000999-CAG1Y	$ 29.03	$ 25.26
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 750-999	ETP-A-000999-CAG2Y	$ 54.28	$ 47.22
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 750-999	ETP-A-000999-CAG3Y	$ 78.38	$ 68.19
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 750-999	ETP-A-000999-CAG4Y	$ 104.51	$ 90.92
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 750-999	ETP-A-000999-CAG5Y	$ 130.64	$ 113.66
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 750-999	ETP-A-000999-CAP1Y	$ 30.26	$ 26.33
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 750-999	ETP-A-000999-CAP2Y	$ 56.58	$ 49.22
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 750-999	ETP-A-000999-CAP3Y	$ 81.70	$ 71.08
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 750-999	ETP-A-000999-CAP4Y	$ 108.94	$ 94.78
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 750-999	ETP-A-000999-CAP5Y	$ 136.17	$ 118.47
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 750-999	ETP-A-000999-PPL1Y	$ 8.11	$ 7.06
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 750-999	ETP-A-000999-PPL2Y	$ 56.58	$ 49.22
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 750-999	ETP-A-000999-PPL3Y	$ 81.70	$ 71.08
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 750-999	ETP-A-000999-PPL4Y	$ 108.94	$ 94.78
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 750-999	ETP-A-000999-PPL5Y	$ 136.17	$ 118.47
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 750-999	ETP-A-000999-PTM1Y	$ 15.61	$ 13.58
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 750-999	ETP-A-000999-PTM2Y	$ 54.28	$ 47.22
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 750-999	ETP-A-000999-PTM3Y	$ 78.38	$ 68.19
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 750-999	ETP-A-000999-PTM4Y	$ 104.51	$ 90.92
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 750-999	ETP-A-000999-PTM5Y	$ 130.64	$ 113.66
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 750-999	ETP-A-000999-USG1Y	$ 29.03	$ 25.26
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 750-999	ETP-A-000999-USG2Y	$ 54.28	$ 47.22
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 750-999	ETP-A-000999-USG3Y	$ 78.38	$ 68.19
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 750-999	ETP-A-000999-USG4Y	$ 104.51	$ 90.92
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 750-999	ETP-A-000999-USG5Y	$ 130.64	$ 113.66
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 750-999	ETP-A-000999-USP1Y	$ 30.26	$ 26.33
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 750-999	ETP-A-000999-USP2Y	$ 56.58	$ 49.22
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 750-999	ETP-A-000999-USP3Y	$ 81.70	$ 71.08
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 750-999	ETP-A-000999-USP4Y	$ 108.94	$ 94.78
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 750-999	ETP-A-000999-USP5Y	$ 136.17	$ 118.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 1,000-1999	ETP-A-001999-CAG1Y	$ 22.35	$ 19.44
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 1,000-1999	ETP-A-001999-CAG2Y	$ 41.79	$ 36.36
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 1,000-1999	ETP-A-001999-CAG3Y	$ 60.35	$ 52.50
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 1,000-1999	ETP-A-001999-CAG4Y	$ 80.46	$ 70.00

FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 1,000-1999	ETP-A-001999-CAG5Y	$ 100.58	$ 87.50
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 1,000-1999	ETP-A-001999-CAP1Y	$ 23.29	$ 20.26
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 1,000-1999	ETP-A-001999-CAP2Y	$ 43.56	$ 37.90
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 1,000-1999	ETP-A-001999-CAP3Y	$ 62.88	$ 54.71
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 1,000-1999	ETP-A-001999-CAP4Y	$ 83.84	$ 72.94
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 1,000-1999	ETP-A-001999-CAP5Y	$ 104.81	$ 91.18
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 1,000-1999	ETP-A-001999-PPL1Y	$ 7.35	$ 6.39
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 1,000-1999	ETP-A-001999-PPL2Y	$ 43.56	$ 37.90
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 1,000-1999	ETP-A-001999-PPL3Y	$ 62.88	$ 54.71
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 1,000-1999	ETP-A-001999-PPL4Y	$ 83.84	$ 72.94
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 1,000-1999	ETP-A-001999-PPL5Y	$ 104.81	$ 91.18
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 1,000-1999	ETP-A-001999-PTM1Y	$ 14.16	$ 12.32
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 1,000-1999	ETP-A-001999-PTM2Y	$ 41.79	$ 36.36
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 1,000-1999	ETP-A-001999-PTM3Y	$ 60.35	$ 52.50
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 1,000-1999	ETP-A-001999-PTM4Y	$ 80.46	$ 70.00
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 1,000-1999	ETP-A-001999-PTM5Y	$ 100.58	$ 87.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 1,000-1999	ETP-A-001999-USG1Y	$ 22.35	$ 19.44
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 1,000-1999	ETP-A-001999-USG2Y	$ 41.79	$ 36.36
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 1,000-1999	ETP-A-001999-USG3Y	$ 60.35	$ 52.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 1,000-1999	ETP-A-001999-USG4Y	$ 80.46	$ 70.00
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 1,000-1999	ETP-A-001999-USG5Y	$ 100.58	$ 87.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 1,000-1999	ETP-A-001999-USP1Y	$ 23.29	$ 20.26
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 1,000-1999	ETP-A-001999-USP2Y	$ 43.56	$ 37.90
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 1,000-1999	ETP-A-001999-USP3Y	$ 62.88	$ 54.71
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 1,000-1999	ETP-A-001999-USP4Y	$ 83.84	$ 72.94
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 1,000-1999	ETP-A-001999-USP5Y	$ 104.81	$ 91.18
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 2,000-4999	ETP-A-004999-CAG1Y	$ 16.67	$ 14.50
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 2,000-4999	ETP-A-004999-CAG2Y	$ 31.17	$ 27.12
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 2,000-4999	ETP-A-004999-CAG3Y	$ 45.01	$ 39.16
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 2,000-4999	ETP-A-004999-CAG4Y	$ 60.01	$ 52.21
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 2,000-4999	ETP-A-004999-CAG5Y	$ 75.02	$ 65.27
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 2,000-4999	ETP-A-004999-CAP1Y	$ 17.38	$ 15.12
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 2,000-4999	ETP-A-004999-CAP2Y	$ 32.49	$ 28.27
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 2,000-4999	ETP-A-004999-CAP3Y	$ 46.93	$ 40.83
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 2,000-4999	ETP-A-004999-CAP4Y	$ 62.57	$ 54.44
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 2,000-4999	ETP-A-004999-CAP5Y	$ 78.21	$ 68.04
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 2,000-4999	ETP-A-004999-PPL1Y	$ 6.70	$ 5.83
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 2,000-4999	ETP-A-004999-PPL2Y	$ 32.49	$ 28.27
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 2,000-4999	ETP-A-004999-PPL3Y	$ 46.93	$ 40.83
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 2,000-4999	ETP-A-004999-PPL4Y	$ 62.57	$ 54.44
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 2,000-4999	ETP-A-004999-PPL5Y	$ 78.21	$ 68.04
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 2,000-4999	ETP-A-004999-PTM1Y	$ 12.89	$ 11.21
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 2,000-4999	ETP-A-004999-PTM2Y	$ 31.17	$ 27.12
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 2,000-4999	ETP-A-004999-PTM3Y	$ 45.01	$ 39.16
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 2,000-4999	ETP-A-004999-PTM4Y	$ 60.01	$ 52.21
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 2,000-4999	ETP-A-004999-PTM5Y	$ 75.02	$ 65.27
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 2,000-4999	ETP-A-004999-USG1Y	$ 16.67	$ 14.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 2,000-4999	ETP-A-004999-USG2Y	$ 31.17	$ 27.12
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 2,000-4999	ETP-A-004999-USG3Y	$ 45.01	$ 39.16

FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 2,000-4999	ETP-A-004999-USG4Y	$ 60.01	$ 52.21
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 2,000-4999	ETP-A-004999-USG5Y	$ 75.02	$ 65.27
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 2,000-4999	ETP-A-004999-USP1Y	$ 17.38	$ 15.12
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 2,000-4999	ETP-A-004999-USP2Y	$ 32.49	$ 28.27
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 2,000-4999	ETP-A-004999-USP3Y	$ 46.93	$ 40.83
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 2,000-4999	ETP-A-004999-USP4Y	$ 62.57	$ 54.44
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 2,000-4999	ETP-A-004999-USP5Y	$ 78.21	$ 68.04
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 5,000-9999	ETP-A-009999-CAG1Y	$ 14.75	$ 12.83
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 5,000-9999	ETP-A-009999-CAG2Y	$ 27.57	$ 23.99
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 5,000-9999	ETP-A-009999-CAG3Y	$ 39.83	$ 34.65
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 5,000-9999	ETP-A-009999-CAG4Y	$ 53.10	$ 46.20
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 5,000-9999	ETP-A-009999-CAG5Y	$ 66.38	$ 57.75
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 5,000-9999	ETP-A-009999-CAP1Y	$ 15.37	$ 13.37
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 5,000-9999	ETP-A-009999-CAP2Y	$ 28.74	$ 25.00
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 5,000-9999	ETP-A-009999-CAP3Y	$ 41.50	$ 36.11
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 5,000-9999	ETP-A-009999-CAP4Y	$ 55.33	$ 48.14
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 5,000-9999	ETP-A-009999-CAP5Y	$ 69.17	$ 60.18
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 5,000-9999	ETP-A-009999-PPL1Y	$ 8.29	$ 7.21
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 5,000-9999	ETP-A-009999-PPL2Y	$ 28.74	$ 25.00
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 5,000-9999	ETP-A-009999-PPL3Y	$ 41.50	$ 36.11
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 5,000-9999	ETP-A-009999-PPL4Y	$ 55.33	$ 48.14
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 5,000-9999	ETP-A-009999-PPL5Y	$ 69.17	$ 60.18
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 5,000-9999	ETP-A-009999-PTM1Y	$ 13.71	$ 11.93
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 5,000-9999	ETP-A-009999-PTM2Y	$ 27.57	$ 23.99
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 5,000-9999	ETP-A-009999-PTM3Y	$ 39.83	$ 34.65
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 5,000-9999	ETP-A-009999-PTM4Y	$ 53.10	$ 46.20
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 5,000-9999	ETP-A-009999-PTM5Y	$ 66.38	$ 57.75
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 5,000-9999	ETP-A-009999-USG1Y	$ 14.75	$ 12.83
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 5,000-9999	ETP-A-009999-USG2Y	$ 27.57	$ 23.99
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 5,000-9999	ETP-A-009999-USG3Y	$ 39.83	$ 34.65
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 5,000-9999	ETP-A-009999-USG4Y	$ 53.10	$ 46.20
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 5,000-9999	ETP-A-009999-USG5Y	$ 66.38	$ 57.75
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 5,000-9999	ETP-A-009999-USP1Y	$ 15.37	$ 13.37
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 5,000-9999	ETP-A-009999-USP2Y	$ 28.74	$ 25.00
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 5,000-9999	ETP-A-009999-USP3Y	$ 41.50	$ 36.11
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 5,000-9999	ETP-A-009999-USP4Y	$ 55.33	$ 48.14
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 5,000-9999	ETP-A-009999-USP5Y	$ 69.17	$ 60.18
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 10,000-19999	ETP-A-019999-CAG1Y	$ 12.89	$ 11.21
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 10,000-19999	ETP-A-019999-CAG2Y	$ 24.11	$ 20.98
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 10,000-19999	ETP-A-019999-CAG3Y	$ 34.80	$ 30.28
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 10,000-19999	ETP-A-019999-CAG4Y	$ 46.40	$ 40.37
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 10,000-19999	ETP-A-019999-CAG5Y	$ 58.01	$ 50.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 10,000-19999	ETP-A-019999-CAP1Y	$ 13.44	$ 11.69
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 10,000-19999	ETP-A-019999-CAP2Y	$ 25.13	$ 21.86
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 10,000-19999	ETP-A-019999-CAP3Y	$ 36.29	$ 31.57
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 10,000-19999	ETP-A-019999-CAP4Y	$ 48.38	$ 42.09
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 10,000-19999	ETP-A-019999-CAP5Y	$ 60.48	$ 52.62
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 10,000-19999	ETP-A-019999-PPL1Y	$ 6.07	$ 5.28
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 10,000-19999	ETP-A-019999-PPL2Y	$ 25.13	$ 21.86

FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 10,000-19999	ETP-A-019999-PPL3Y	$ 36.29	$ 31.57
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 10,000-19999	ETP-A-019999-PPL4Y	$ 48.38	$ 42.09
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 10,000-19999	ETP-A-019999-PPL5Y	$ 60.48	$ 52.62
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 10,000-19999	ETP-A-019999-PTM1Y	$ 10.79	$ 9.39
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 10,000-19999	ETP-A-019999-PTM2Y	$ 24.11	$ 20.98
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 10,000-19999	ETP-A-019999-PTM3Y	$ 34.80	$ 30.28
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 10,000-19999	ETP-A-019999-PTM4Y	$ 46.40	$ 40.37
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 10,000-19999	ETP-A-019999-PTM5Y	$ 58.01	$ 50.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 10,000-19999	ETP-A-019999-USG1Y	$ 12.89	$ 11.21
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 10,000-19999	ETP-A-019999-USG2Y	$ 24.11	$ 20.98
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 10,000-19999	ETP-A-019999-USG3Y	$ 34.80	$ 30.28
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 10,000-19999	ETP-A-019999-USG4Y	$ 46.40	$ 40.37
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 10,000-19999	ETP-A-019999-USG5Y	$ 58.01	$ 50.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 10,000-19999	ETP-A-019999-USP1Y	$ 13.44	$ 11.69
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 10,000-19999	ETP-A-019999-USP2Y	$ 25.13	$ 21.86
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 10,000-19999	ETP-A-019999-USP3Y	$ 36.29	$ 31.57
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 10,000-19999	ETP-A-019999-USP4Y	$ 48.38	$ 42.09
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 10,000-19999	ETP-A-019999-USP5Y	$ 60.48	$ 52.62
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 20,000-49999	ETP-A-049999-CAG1Y	$ 11.55	$ 10.05
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 20,000-49999	ETP-A-049999-CAG2Y	$ 21.67	$ 18.85
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 20,000-49999	ETP-A-049999-CAG3Y	$ 31.19	$ 27.14
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 20,000-49999	ETP-A-049999-CAG4Y	$ 41.58	$ 36.17
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 20,000-49999	ETP-A-049999-CAG5Y	$ 51.98	$ 45.22
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 20,000-49999	ETP-A-049999-CAP1Y	$ 12.04	$ 10.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 20,000-49999	ETP-A-049999-CAP2Y	$ 22.59	$ 19.65
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 20,000-49999	ETP-A-049999-CAP3Y	$ 32.51	$ 28.28
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 20,000-49999	ETP-A-049999-CAP4Y	$ 43.34	$ 37.71
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 20,000-49999	ETP-A-049999-CAP5Y	$ 54.18	$ 47.14
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 20,000-49999	ETP-A-049999-PPL1Y	$ 4.85	$ 4.22
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 20,000-49999	ETP-A-049999-PPL2Y	$ 22.50	$ 19.58
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 20,000-49999	ETP-A-049999-PPL3Y	$ 32.51	$ 28.28
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 20,000-49999	ETP-A-049999-PPL4Y	$ 43.34	$ 37.71
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 20,000-49999	ETP-A-049999-PPL5Y	$ 54.18	$ 47.14
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 20,000-49999	ETP-A-049999-PTM1Y	$ 9.34	$ 8.13
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 20,000-49999	ETP-A-049999-PTM2Y	$ 21.59	$ 18.78
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 20,000-49999	ETP-A-049999-PTM3Y	$ 31.19	$ 27.14
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 20,000-49999	ETP-A-049999-PTM4Y	$ 41.58	$ 36.17
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 20,000-49999	ETP-A-049999-PTM5Y	$ 51.98	$ 45.22
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 20,000-49999	ETP-A-049999-USG1Y	$ 11.55	$ 10.05
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 20,000-49999	ETP-A-049999-USG2Y	$ 21.67	$ 18.85
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 20,000-49999	ETP-A-049999-USG3Y	$ 31.19	$ 27.14
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 20,000-49999	ETP-A-049999-USG4Y	$ 41.58	$ 36.17
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 20,000-49999	ETP-A-049999-USG5Y	$ 51.98	$ 45.22
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 20,000-49999	ETP-A-049999-USP1Y	$ 12.04	$ 10.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 20,000-49999	ETP-A-049999-USP2Y	$ 22.59	$ 19.65
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 20,000-49999	ETP-A-049999-USP3Y	$ 32.51	$ 28.28
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 20,000-49999	ETP-A-049999-USP4Y	$ 43.34	$ 37.71
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 20,000-49999	ETP-A-049999-USP5Y	$ 54.18	$ 47.14
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 50,000-74999	ETP-A-074999-CAG1Y	$ 11.84	$ 10.30

FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 50,000-74999	ETP-A-074999-CAG2Y	$ 22.18	$ 19.30
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 50,000-74999	ETP-A-074999-CAG3Y	$ 31.97	$ 27.81
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 50,000-74999	ETP-A-074999-CAG4Y	$ 42.62	$ 37.08
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 50,000-74999	ETP-A-074999-CAG5Y	$ 53.28	$ 46.35
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 50,000-74999	ETP-A-074999-CAP1Y	$ 12.34	$ 10.74
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 50,000-74999	ETP-A-074999-CAP2Y	$ 23.13	$ 20.12
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 50,000-74999	ETP-A-074999-CAP3Y	$ 33.32	$ 28.99
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 50,000-74999	ETP-A-074999-CAP4Y	$ 44.42	$ 38.65
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 50,000-74999	ETP-A-074999-CAP5Y	$ 55.53	$ 48.31
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 50,000-74999	ETP-A-074999-PPL1Y	$ 4.76	$ 4.14
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 50,000-74999	ETP-A-074999-PPL2Y	$ 23.06	$ 20.06
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 50,000-74999	ETP-A-074999-PPL3Y	$ 33.32	$ 28.99
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 50,000-74999	ETP-A-074999-PPL4Y	$ 44.42	$ 38.65
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 50,000-74999	ETP-A-074999-PPL5Y	$ 55.53	$ 48.31
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 50,000-74999	ETP-A-074999-PTM1Y	$ 8.80	$ 7.66
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 50,000-74999	ETP-A-074999-PTM2Y	$ 22.14	$ 19.26
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 50,000-74999	ETP-A-074999-PTM3Y	$ 31.97	$ 27.81
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 50,000-74999	ETP-A-074999-PTM4Y	$ 42.62	$ 37.08
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 50,000-74999	ETP-A-074999-PTM5Y	$ 53.28	$ 46.35
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 50,000-74999	ETP-A-074999-USG1Y	$ 11.84	$ 10.30
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 50,000-74999	ETP-A-074999-USG2Y	$ 22.18	$ 19.30
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 50,000-74999	ETP-A-074999-USG3Y	$ 31.97	$ 27.81
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 50,000-74999	ETP-A-074999-USG4Y	$ 42.62	$ 37.08
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 50,000-74999	ETP-A-074999-USG5Y	$ 53.28	$ 46.35
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 50,000-74999	ETP-A-074999-USP1Y	$ 12.34	$ 10.74
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 50,000-74999	ETP-A-074999-USP2Y	$ 23.13	$ 20.12
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 50,000-74999	ETP-A-074999-USP3Y	$ 33.32	$ 28.99
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 50,000-74999	ETP-A-074999-USP4Y	$ 44.42	$ 38.65
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 50,000-74999	ETP-A-074999-USP5Y	$ 55.53	$ 48.31
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 75,000-99999	ETP-A-099999-CAG1Y	$ 12.39	$ 10.78
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 75,000-99999	ETP-A-099999-CAG2Y	$ 23.16	$ 20.15
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 75,000-99999	ETP-A-099999-CAG3Y	$ 33.45	$ 29.10
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 75,000-99999	ETP-A-099999-CAG4Y	$ 44.60	$ 38.80
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 75,000-99999	ETP-A-099999-CAG5Y	$ 55.76	$ 48.51
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 75,000-99999	ETP-A-099999-CAP1Y	$ 12.91	$ 11.23
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 75,000-99999	ETP-A-099999-CAP2Y	$ 24.14	$ 21.00
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 75,000-99999	ETP-A-099999-CAP3Y	$ 34.86	$ 30.33
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 75,000-99999	ETP-A-099999-CAP4Y	$ 46.48	$ 40.44
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 75,000-99999	ETP-A-099999-CAP5Y	$ 58.10	$ 50.55
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 75,000-99999	ETP-A-099999-PPL1Y	$ 4.76	$ 4.14
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 75,000-99999	ETP-A-099999-PPL2Y	$ 24.14	$ 21.00
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 75,000-99999	ETP-A-099999-PPL3Y	$ 34.86	$ 30.33
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 75,000-99999	ETP-A-099999-PPL4Y	$ 46.48	$ 40.44
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 75,000-99999	ETP-A-099999-PPL5Y	$ 58.10	$ 50.55
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 75,000-99999	ETP-A-099999-PTM1Y	$ 8.22	$ 7.15
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 75,000-99999	ETP-A-099999-PTM2Y	$ 23.16	$ 20.15
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 75,000-99999	ETP-A-099999-PTM3Y	$ 33.45	$ 29.10
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 75,000-99999	ETP-A-099999-PTM4Y	$ 44.60	$ 38.80
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 75,000-99999	ETP-A-099999-PTM5Y	$ 55.76	$ 48.51

FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 75,000-99999	ETP-A-099999-USG1Y	$ 12.39	$ 10.78
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 75,000-99999	ETP-A-099999-USG2Y	$ 23.16	$ 20.15
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 75,000-99999	ETP-A-099999-USG3Y	$ 33.45	$ 29.10
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 75,000-99999	ETP-A-099999-USG4Y	$ 44.60	$ 38.80
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 75,000-99999	ETP-A-099999-USG5Y	$ 55.76	$ 48.51
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 75,000-99999	ETP-A-099999-USP1Y	$ 12.91	$ 11.23
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 75,000-99999	ETP-A-099999-USP2Y	$ 24.14	$ 21.00
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 75,000-99999	ETP-A-099999-USP3Y	$ 34.86	$ 30.33
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 75,000-99999	ETP-A-099999-USP4Y	$ 46.48	$ 40.44
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 75,000-99999	ETP-A-099999-USP5Y	$ 58.10	$ 50.55
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 100,000-199999	ETP-A-199999-CAG1Y	$ 10.78	$ 9.38
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 100,000-199999	ETP-A-199999-CAG2Y	$ 20.15	$ 17.53
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 100,000-199999	ETP-A-199999-CAG3Y	$ 29.11	$ 25.33
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 100,000-199999	ETP-A-199999-CAG4Y	$ 38.81	$ 33.76
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 100,000-199999	ETP-A-199999-CAG5Y	$ 48.51	$ 42.20
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 100,000-199999	ETP-A-199999-CAP1Y	$ 11.23	$ 9.77
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 100,000-199999	ETP-A-199999-CAP2Y	$ 21.01	$ 18.28
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 100,000-199999	ETP-A-199999-CAP3Y	$ 30.32	$ 26.38
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 100,000-199999	ETP-A-199999-CAP4Y	$ 40.43	$ 35.17
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 100,000-199999	ETP-A-199999-CAP5Y	$ 50.54	$ 43.97
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 100,000-199999	ETP-A-199999-PPL1Y	$ 3.50	$ 3.05
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 100,000-199999	ETP-A-199999-PPL2Y	$ 21.09	$ 18.35
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 100,000-199999	ETP-A-199999-PPL3Y	$ 30.48	$ 26.52
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 100,000-199999	ETP-A-199999-PPL4Y	$ 40.64	$ 35.36
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 100,000-199999	ETP-A-199999-PPL5Y	$ 50.81	$ 44.20
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 100,000-199999	ETP-A-199999-PTM1Y	$ 6.58	$ 5.72
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 100,000-199999	ETP-A-199999-PTM2Y	$ 20.25	$ 17.62
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 100,000-199999	ETP-A-199999-PTM3Y	$ 29.24	$ 25.44
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 100,000-199999	ETP-A-199999-PTM4Y	$ 38.99	$ 33.92
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 100,000-199999	ETP-A-199999-PTM5Y	$ 48.74	$ 42.40
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 100,000-199999	ETP-A-199999-USG1Y	$ 10.78	$ 9.38
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 100,000-199999	ETP-A-199999-USG2Y	$ 20.15	$ 17.53
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 100,000-199999	ETP-A-199999-USG3Y	$ 29.11	$ 25.33
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 100,000-199999	ETP-A-199999-USG4Y	$ 38.81	$ 33.76
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 100,000-199999	ETP-A-199999-USG5Y	$ 48.51	$ 42.20
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 100,000-199999	ETP-A-199999-USP1Y	$ 11.23	$ 9.77
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 100,000-199999	ETP-A-199999-USP2Y	$ 21.01	$ 18.28
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 100,000-199999	ETP-A-199999-USP3Y	$ 30.32	$ 26.38
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 100,000-199999	ETP-A-199999-USP4Y	$ 40.43	$ 35.17
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 100,000-199999	ETP-A-199999-USP5Y	$ 50.54	$ 43.97
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 200,000+	ETP-A-200000+CAG1Y	$ 10.42	$ 9.07
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 200,000+	ETP-A-200000+CAG2Y	$ 19.49	$ 16.96
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 200,000+	ETP-A-200000+CAG3Y	$ 28.13	$ 24.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 200,000+	ETP-A-200000+CAG4Y	$ 37.51	$ 32.63
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 200,000+	ETP-A-200000+CAG5Y	$ 46.89	$ 40.79
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 200,000+	ETP-A-200000+CAP1Y	$ 10.86	$ 9.45
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 200,000+	ETP-A-200000+CAP2Y	$ 20.30	$ 17.66
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 200,000+	ETP-A-200000+CAP3Y	$ 29.32	$ 25.51
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 200,000+	ETP-A-200000+CAP4Y	$ 39.10	$ 34.02

FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 200,000+	ETP-A-200000+CAP5Y	$ 48.87	$ 42.52
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 200,000+	ETP-A-200000+PPL1Y	$ 3.13	$ 2.72
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 200,000+	ETP-A-200000+PPL2Y	$ 20.32	$ 17.68
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 200,000+	ETP-A-200000+PPL3Y	$ 29.38	$ 25.56
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 200,000+	ETP-A-200000+PPL4Y	$ 39.17	$ 34.08
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 200,000+	ETP-A-200000+PPL5Y	$ 48.96	$ 42.60
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 200,000+	ETP-A-200000+PTM1Y	$ 6.04	$ 5.25
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 200,000+	ETP-A-200000+PTM2Y	$ 19.51	$ 16.97
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 200,000+	ETP-A-200000+PTM3Y	$ 28.16	$ 24.50
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 200,000+	ETP-A-200000+PTM4Y	$ 37.55	$ 32.67
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 200,000+	ETP-A-200000+PTM5Y	$ 46.94	$ 40.84
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 200,000+	ETP-A-200000+USG1Y	$ 10.42	$ 9.07
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 200,000+	ETP-A-200000+USG2Y	$ 19.49	$ 16.96
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 200,000+	ETP-A-200000+USG3Y	$ 28.13	$ 24.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 200,000+	ETP-A-200000+USG4Y	$ 37.51	$ 32.63
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 200,000+	ETP-A-200000+USG5Y	$ 46.89	$ 40.79
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 200,000+	ETP-A-200000+USP1Y	$ 10.86	$ 9.45
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 200,000+	ETP-A-200000+USP2Y	$ 20.30	$ 17.66
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 200,000+	ETP-A-200000+USP3Y	$ 29.32	$ 25.51
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 200,000+	ETP-A-200000+USP4Y	$ 39.10	$ 34.02
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 200,000+	ETP-A-200000+USP5Y	$ 48.87	$ 42.52
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 1-249	ETP-C-000249-CAG1Y	$ 84.56	$ 73.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 1-249	ETP-C-000249-CAG2Y	$ 169.12	$ 147.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 1-249	ETP-C-000249-CAG3Y	$ 228.31	$ 198.63
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 1-249	ETP-C-000249-CAG4Y	$ 304.42	$ 264.85
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 1-249	ETP-C-000249-CAG5Y	$ 380.52	$ 331.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 1-249	ETP-C-000249-CAP1Y	$ 88.14	$ 76.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 1-249	ETP-C-000249-CAP2Y	$ 176.28	$ 153.36
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 1-249	ETP-C-000249-CAP3Y	$ 237.98	$ 207.04
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 1-249	ETP-C-000249-CAP4Y	$ 317.30	$ 276.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 1-249	ETP-C-000249-CAP5Y	$ 396.63	$ 345.07
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 1-249	ETP-C-000249-PPL1Y	$ 88.14	$ 76.68
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 1-249	ETP-C-000249-PPL2Y	$ 176.28	$ 153.36
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 1-249	ETP-C-000249-PPL3Y	$ 237.98	$ 207.04
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 1-249	ETP-C-000249-PPL4Y	$ 317.30	$ 276.05
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 1-249	ETP-C-000249-PPL5Y	$ 396.63	$ 345.07
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 1-249	ETP-C-000249-PTM1Y	$ 84.56	$ 73.57
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 1-249	ETP-C-000249-PTM2Y	$ 169.12	$ 147.13
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 1-249	ETP-C-000249-PTM3Y	$ 228.31	$ 198.63
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 1-249	ETP-C-000249-PTM4Y	$ 304.42	$ 264.85
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 1-249	ETP-C-000249-PTM5Y	$ 380.52	$ 331.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 1-249	ETP-C-000249-USG1Y	$ 84.56	$ 73.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 1-249	ETP-C-000249-USG2Y	$ 169.12	$ 147.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 1-249	ETP-C-000249-USG3Y	$ 228.31	$ 198.63
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 1-249	ETP-C-000249-USG4Y	$ 304.42	$ 264.85
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 1-249	ETP-C-000249-USG5Y	$ 380.52	$ 331.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 1-249	ETP-C-000249-USP1Y	$ 88.14	$ 76.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 1-249	ETP-C-000249-USP2Y	$ 176.28	$ 153.36
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 1-249	ETP-C-000249-USP3Y	$ 237.98	$ 207.04

FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 1-249	ETP-C-000249-USP4Y	$ 317.30	$ 276.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 1-249	ETP-C-000249-USP5Y	$ 396.63	$ 345.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 250-499	ETP-C-000499-CAG1Y	$ 69.82	$ 60.74
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 250-499	ETP-C-000499-CAG2Y	$ 139.64	$ 121.49
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 250-499	ETP-C-000499-CAG3Y	$ 188.51	$ 164.00
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 250-499	ETP-C-000499-CAG4Y	$ 251.35	$ 218.67
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 250-499	ETP-C-000499-CAG5Y	$ 314.19	$ 273.35
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 250-499	ETP-C-000499-CAP1Y	$ 72.78	$ 63.32
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 250-499	ETP-C-000499-CAP2Y	$ 145.56	$ 126.64
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 250-499	ETP-C-000499-CAP3Y	$ 196.51	$ 170.96
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 250-499	ETP-C-000499-CAP4Y	$ 262.01	$ 227.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 250-499	ETP-C-000499-CAP5Y	$ 327.51	$ 284.93
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 250-499	ETP-C-000499-PPL1Y	$ 72.78	$ 63.32
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 250-499	ETP-C-000499-PPL2Y	$ 145.56	$ 126.64
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 250-499	ETP-C-000499-PPL3Y	$ 196.51	$ 170.96
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 250-499	ETP-C-000499-PPL4Y	$ 262.01	$ 227.95
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 250-499	ETP-C-000499-PPL5Y	$ 327.51	$ 284.93
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 250-499	ETP-C-000499-PTM1Y	$ 69.82	$ 60.74
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 250-499	ETP-C-000499-PTM2Y	$ 139.64	$ 121.49
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 250-499	ETP-C-000499-PTM3Y	$ 188.51	$ 164.00
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 250-499	ETP-C-000499-PTM4Y	$ 251.35	$ 218.67
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 250-499	ETP-C-000499-PTM5Y	$ 314.19	$ 273.35
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 250-499	ETP-C-000499-USG1Y	$ 69.82	$ 60.74
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 250-499	ETP-C-000499-USG2Y	$ 139.64	$ 121.49
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 250-499	ETP-C-000499-USG3Y	$ 188.51	$ 164.00
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 250-499	ETP-C-000499-USG4Y	$ 251.35	$ 218.67
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 250-499	ETP-C-000499-USG5Y	$ 314.19	$ 273.35
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 250-499	ETP-C-000499-USP1Y	$ 72.78	$ 63.32
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 250-499	ETP-C-000499-USP2Y	$ 145.56	$ 126.64
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 250-499	ETP-C-000499-USP3Y	$ 196.51	$ 170.96
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 250-499	ETP-C-000499-USP4Y	$ 262.01	$ 227.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 250-499	ETP-C-000499-USP5Y	$ 327.51	$ 284.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 500-749	ETP-C-000749-CAG1Y	$ 59.89	$ 52.10
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 500-749	ETP-C-000749-CAG2Y	$ 119.78	$ 104.21
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 500-749	ETP-C-000749-CAG3Y	$ 161.70	$ 140.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 500-749	ETP-C-000749-CAG4Y	$ 215.60	$ 187.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 500-749	ETP-C-000749-CAG5Y	$ 269.51	$ 234.47
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 500-749	ETP-C-000749-CAP1Y	$ 62.43	$ 54.31
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 500-749	ETP-C-000749-CAP2Y	$ 124.86	$ 108.63
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 500-749	ETP-C-000749-CAP3Y	$ 168.56	$ 146.65
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 500-749	ETP-C-000749-CAP4Y	$ 224.75	$ 195.53
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 500-749	ETP-C-000749-CAP5Y	$ 280.94	$ 244.42
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 500-749	ETP-C-000749-PPL1Y	$ 62.43	$ 54.31
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 500-749	ETP-C-000749-PPL2Y	$ 124.86	$ 108.63
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 500-749	ETP-C-000749-PPL3Y	$ 168.56	$ 146.65
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 500-749	ETP-C-000749-PPL4Y	$ 224.75	$ 195.53
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 500-749	ETP-C-000749-PPL5Y	$ 280.94	$ 244.42
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 500-749	ETP-C-000749-PTM1Y	$ 59.89	$ 52.10
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 500-749	ETP-C-000749-PTM2Y	$ 119.78	$ 104.21

FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 500-749	ETP-C-000749-PTM3Y	$ 161.70	$ 140.68
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 500-749	ETP-C-000749-PTM4Y	$ 215.60	$ 187.57
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 500-749	ETP-C-000749-PTM5Y	$ 269.51	$ 234.47
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 500-749	ETP-C-000749-USG1Y	$ 59.89	$ 52.10
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 500-749	ETP-C-000749-USG2Y	$ 119.78	$ 104.21
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 500-749	ETP-C-000749-USG3Y	$ 161.70	$ 140.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 500-749	ETP-C-000749-USG4Y	$ 215.60	$ 187.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 500-749	ETP-C-000749-USG5Y	$ 269.51	$ 234.47
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 500-749	ETP-C-000749-USP1Y	$ 62.43	$ 54.31
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 500-749	ETP-C-000749-USP2Y	$ 124.86	$ 108.63
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 500-749	ETP-C-000749-USP3Y	$ 168.56	$ 146.65
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 500-749	ETP-C-000749-USP4Y	$ 224.75	$ 195.53
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 500-749	ETP-C-000749-USP5Y	$ 280.94	$ 244.42
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 750-999	ETP-C-000999-CAG1Y	$ 50.30	$ 43.76
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 750-999	ETP-C-000999-CAG2Y	$ 100.60	$ 87.52
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 750-999	ETP-C-000999-CAG3Y	$ 135.81	$ 118.15
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 750-999	ETP-C-000999-CAG4Y	$ 181.08	$ 157.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 750-999	ETP-C-000999-CAG5Y	$ 226.35	$ 196.92
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 750-999	ETP-C-000999-CAP1Y	$ 52.43	$ 45.61
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 750-999	ETP-C-000999-CAP2Y	$ 104.86	$ 91.23
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 750-999	ETP-C-000999-CAP3Y	$ 141.56	$ 123.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 750-999	ETP-C-000999-CAP4Y	$ 188.75	$ 164.21
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 750-999	ETP-C-000999-CAP5Y	$ 235.94	$ 205.27
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 750-999	ETP-C-000999-PPL1Y	$ 52.43	$ 45.61
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 750-999	ETP-C-000999-PPL2Y	$ 104.86	$ 91.23
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 750-999	ETP-C-000999-PPL3Y	$ 141.56	$ 123.16
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 750-999	ETP-C-000999-PPL4Y	$ 188.75	$ 164.21
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 750-999	ETP-C-000999-PPL5Y	$ 235.94	$ 205.27
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 750-999	ETP-C-000999-PTM1Y	$ 50.30	$ 43.76
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 750-999	ETP-C-000999-PTM2Y	$ 100.60	$ 87.52
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 750-999	ETP-C-000999-PTM3Y	$ 135.81	$ 118.15
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 750-999	ETP-C-000999-PTM4Y	$ 181.08	$ 157.54
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 750-999	ETP-C-000999-PTM5Y	$ 226.35	$ 196.92
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 750-999	ETP-C-000999-USG1Y	$ 50.30	$ 43.76
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 750-999	ETP-C-000999-USG2Y	$ 100.60	$ 87.52
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 750-999	ETP-C-000999-USG3Y	$ 135.81	$ 118.15
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 750-999	ETP-C-000999-USG4Y	$ 181.08	$ 157.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 750-999	ETP-C-000999-USG5Y	$ 226.35	$ 196.92
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 750-999	ETP-C-000999-USP1Y	$ 52.43	$ 45.61
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 750-999	ETP-C-000999-USP2Y	$ 104.86	$ 91.23
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 750-999	ETP-C-000999-USP3Y	$ 141.56	$ 123.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 750-999	ETP-C-000999-USP4Y	$ 188.75	$ 164.21
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 750-999	ETP-C-000999-USP5Y	$ 235.94	$ 205.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 1,000-1999	ETP-C-001999-CAG1Y	$ 45.62	$ 39.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 1,000-1999	ETP-C-001999-CAG2Y	$ 91.24	$ 79.38
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 1,000-1999	ETP-C-001999-CAG3Y	$ 123.17	$ 107.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 1,000-1999	ETP-C-001999-CAG4Y	$ 164.23	$ 142.88
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 1,000-1999	ETP-C-001999-CAG5Y	$ 205.29	$ 178.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 1,000-1999	ETP-C-001999-CAP1Y	$ 47.55	$ 41.37

FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 1,000-1999	ETP-C-001999-CAP2Y	$ 95.10	$ 82.74
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 1,000-1999	ETP-C-001999-CAP3Y	$ 128.39	$ 111.70
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 1,000-1999	ETP-C-001999-CAP4Y	$ 171.18	$ 148.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 1,000-1999	ETP-C-001999-CAP5Y	$ 213.98	$ 186.16
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 1,000-1999	ETP-C-001999-PPL1Y	$ 47.55	$ 41.37
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 1,000-1999	ETP-C-001999-PPL2Y	$ 95.10	$ 82.74
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 1,000-1999	ETP-C-001999-PPL3Y	$ 128.39	$ 111.70
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 1,000-1999	ETP-C-001999-PPL4Y	$ 171.18	$ 148.93
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 1,000-1999	ETP-C-001999-PPL5Y	$ 213.98	$ 186.16
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 1,000-1999	ETP-C-001999-PTM1Y	$ 45.62	$ 39.69
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 1,000-1999	ETP-C-001999-PTM2Y	$ 91.24	$ 79.38
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 1,000-1999	ETP-C-001999-PTM3Y	$ 123.17	$ 107.16
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 1,000-1999	ETP-C-001999-PTM4Y	$ 164.23	$ 142.88
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 1,000-1999	ETP-C-001999-PTM5Y	$ 205.29	$ 178.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 1,000-1999	ETP-C-001999-USG1Y	$ 45.62	$ 39.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 1,000-1999	ETP-C-001999-USG2Y	$ 91.24	$ 79.38
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 1,000-1999	ETP-C-001999-USG3Y	$ 123.17	$ 107.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 1,000-1999	ETP-C-001999-USG4Y	$ 164.23	$ 142.88
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 1,000-1999	ETP-C-001999-USG5Y	$ 205.29	$ 178.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 1,000-1999	ETP-C-001999-USP1Y	$ 47.55	$ 41.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 1,000-1999	ETP-C-001999-USP2Y	$ 95.10	$ 82.74
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 1,000-1999	ETP-C-001999-USP3Y	$ 128.39	$ 111.70
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 1,000-1999	ETP-C-001999-USP4Y	$ 171.18	$ 148.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 1,000-1999	ETP-C-001999-USP5Y	$ 213.98	$ 186.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 2,000-4999	ETP-C-004999-CAG1Y	$ 41.53	$ 36.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 2,000-4999	ETP-C-004999-CAG2Y	$ 83.06	$ 72.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 2,000-4999	ETP-C-004999-CAG3Y	$ 112.13	$ 97.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 2,000-4999	ETP-C-004999-CAG4Y	$ 149.51	$ 130.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 2,000-4999	ETP-C-004999-CAG5Y	$ 186.89	$ 162.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 2,000-4999	ETP-C-004999-CAP1Y	$ 43.29	$ 37.66
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 2,000-4999	ETP-C-004999-CAP2Y	$ 86.58	$ 75.32
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 2,000-4999	ETP-C-004999-CAP3Y	$ 116.88	$ 101.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 2,000-4999	ETP-C-004999-CAP4Y	$ 155.84	$ 135.58
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 2,000-4999	ETP-C-004999-CAP5Y	$ 194.81	$ 169.48
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 2,000-4999	ETP-C-004999-PPL1Y	$ 43.29	$ 37.66
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 2,000-4999	ETP-C-004999-PPL2Y	$ 86.58	$ 75.32
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 2,000-4999	ETP-C-004999-PPL3Y	$ 116.88	$ 101.69
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 2,000-4999	ETP-C-004999-PPL4Y	$ 155.84	$ 135.58
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 2,000-4999	ETP-C-004999-PPL5Y	$ 194.81	$ 169.48
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 2,000-4999	ETP-C-004999-PTM1Y	$ 41.53	$ 36.13
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 2,000-4999	ETP-C-004999-PTM2Y	$ 83.06	$ 72.26
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 2,000-4999	ETP-C-004999-PTM3Y	$ 112.13	$ 97.55
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 2,000-4999	ETP-C-004999-PTM4Y	$ 149.51	$ 130.07
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 2,000-4999	ETP-C-004999-PTM5Y	$ 186.89	$ 162.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 2,000-4999	ETP-C-004999-USG1Y	$ 41.53	$ 36.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 2,000-4999	ETP-C-004999-USG2Y	$ 83.06	$ 72.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 2,000-4999	ETP-C-004999-USG3Y	$ 112.13	$ 97.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 2,000-4999	ETP-C-004999-USG4Y	$ 149.51	$ 130.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 2,000-4999	ETP-C-004999-USG5Y	$ 186.89	$ 162.59

FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 2,000-4999	ETP-C-004999-USP1Y	$ 43.29	$ 37.66
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 2,000-4999	ETP-C-004999-USP2Y	$ 86.58	$ 75.32
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 2,000-4999	ETP-C-004999-USP3Y	$ 116.88	$ 101.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 2,000-4999	ETP-C-004999-USP4Y	$ 155.84	$ 135.58
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 2,000-4999	ETP-C-004999-USP5Y	$ 194.81	$ 169.48
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 5,000-9999	ETP-C-009999-CAG1Y	$ 39.22	$ 34.12
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 5,000-9999	ETP-C-009999-CAG2Y	$ 78.44	$ 68.24
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 5,000-9999	ETP-C-009999-CAG3Y	$ 105.89	$ 92.12
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 5,000-9999	ETP-C-009999-CAG4Y	$ 141.19	$ 122.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 5,000-9999	ETP-C-009999-CAG5Y	$ 176.49	$ 153.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 5,000-9999	ETP-C-009999-CAP1Y	$ 40.88	$ 35.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 5,000-9999	ETP-C-009999-CAP2Y	$ 81.76	$ 71.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 5,000-9999	ETP-C-009999-CAP3Y	$ 110.38	$ 96.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 5,000-9999	ETP-C-009999-CAP4Y	$ 147.17	$ 128.04
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 5,000-9999	ETP-C-009999-CAP5Y	$ 183.96	$ 160.05
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 5,000-9999	ETP-C-009999-PPL1Y	$ 40.88	$ 35.57
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 5,000-9999	ETP-C-009999-PPL2Y	$ 81.76	$ 71.13
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 5,000-9999	ETP-C-009999-PPL3Y	$ 110.38	$ 96.03
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 5,000-9999	ETP-C-009999-PPL4Y	$ 147.17	$ 128.04
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 5,000-9999	ETP-C-009999-PPL5Y	$ 183.96	$ 160.05
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 5,000-9999	ETP-C-009999-PTM1Y	$ 39.22	$ 34.12
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 5,000-9999	ETP-C-009999-PTM2Y	$ 78.44	$ 68.24
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 5,000-9999	ETP-C-009999-PTM3Y	$ 105.89	$ 92.12
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 5,000-9999	ETP-C-009999-PTM4Y	$ 141.19	$ 122.84
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 5,000-9999	ETP-C-009999-PTM5Y	$ 176.49	$ 153.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 5,000-9999	ETP-C-009999-USG1Y	$ 39.22	$ 34.12
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 5,000-9999	ETP-C-009999-USG2Y	$ 78.44	$ 68.24
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 5,000-9999	ETP-C-009999-USG3Y	$ 105.89	$ 92.12
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 5,000-9999	ETP-C-009999-USG4Y	$ 141.19	$ 122.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 5,000-9999	ETP-C-009999-USG5Y	$ 176.49	$ 153.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 5,000-9999	ETP-C-009999-USP1Y	$ 40.88	$ 35.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 5,000-9999	ETP-C-009999-USP2Y	$ 81.76	$ 71.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 5,000-9999	ETP-C-009999-USP3Y	$ 110.38	$ 96.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 5,000-9999	ETP-C-009999-USP4Y	$ 147.17	$ 128.04
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 5,000-9999	ETP-C-009999-USP5Y	$ 183.96	$ 160.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 10,000-19999	ETP-C-019999-CAG1Y	$ 32.81	$ 28.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 10,000-19999	ETP-C-019999-CAG2Y	$ 65.62	$ 57.09
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 10,000-19999	ETP-C-019999-CAG3Y	$ 88.59	$ 77.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 10,000-19999	ETP-C-019999-CAG4Y	$ 118.12	$ 102.76
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 10,000-19999	ETP-C-019999-CAG5Y	$ 147.65	$ 128.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 10,000-19999	ETP-C-019999-CAP1Y	$ 34.20	$ 29.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 10,000-19999	ETP-C-019999-CAP2Y	$ 68.40	$ 59.51
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 10,000-19999	ETP-C-019999-CAP3Y	$ 92.34	$ 80.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 10,000-19999	ETP-C-019999-CAP4Y	$ 123.12	$ 107.11
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 10,000-19999	ETP-C-019999-CAP5Y	$ 153.90	$ 133.89
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 10,000-19999	ETP-C-019999-PPL1Y	$ 34.20	$ 29.75
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 10,000-19999	ETP-C-019999-PPL2Y	$ 68.40	$ 59.51
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 10,000-19999	ETP-C-019999-PPL3Y	$ 92.34	$ 80.34
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 10,000-19999	ETP-C-019999-PPL4Y	$ 123.12	$ 107.11

FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 10,000-19999	ETP-C-019999-PPL5Y	$ 153.90	$ 133.89
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 10,000-19999	ETP-C-019999-PTM1Y	$ 32.81	$ 28.54
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 10,000-19999	ETP-C-019999-PTM2Y	$ 65.62	$ 57.09
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 10,000-19999	ETP-C-019999-PTM3Y	$ 88.59	$ 77.07
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 10,000-19999	ETP-C-019999-PTM4Y	$ 118.12	$ 102.76
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 10,000-19999	ETP-C-019999-PTM5Y	$ 147.65	$ 128.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 10,000-19999	ETP-C-019999-USG1Y	$ 32.81	$ 28.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 10,000-19999	ETP-C-019999-USG2Y	$ 65.62	$ 57.09
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 10,000-19999	ETP-C-019999-USG3Y	$ 88.59	$ 77.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 10,000-19999	ETP-C-019999-USG4Y	$ 118.12	$ 102.76
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 10,000-19999	ETP-C-019999-USG5Y	$ 147.65	$ 128.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 10,000-19999	ETP-C-019999-USP1Y	$ 34.20	$ 29.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 10,000-19999	ETP-C-019999-USP2Y	$ 68.40	$ 59.51
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 10,000-19999	ETP-C-019999-USP3Y	$ 92.34	$ 80.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 10,000-19999	ETP-C-019999-USP4Y	$ 123.12	$ 107.11
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 10,000-19999	ETP-C-019999-USP5Y	$ 153.90	$ 133.89
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 20,000-49999	ETP-C-049999-CAG1Y	$ 30.10	$ 26.19
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 20,000-49999	ETP-C-049999-CAG2Y	$ 60.20	$ 52.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 20,000-49999	ETP-C-049999-CAG3Y	$ 81.27	$ 70.70
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 20,000-49999	ETP-C-049999-CAG4Y	$ 108.36	$ 94.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 20,000-49999	ETP-C-049999-CAG5Y	$ 135.45	$ 117.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 20,000-49999	ETP-C-049999-CAP1Y	$ 31.38	$ 27.30
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 20,000-49999	ETP-C-049999-CAP2Y	$ 62.76	$ 54.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 20,000-49999	ETP-C-049999-CAP3Y	$ 84.73	$ 73.72
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 20,000-49999	ETP-C-049999-CAP4Y	$ 112.97	$ 98.28
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 20,000-49999	ETP-C-049999-CAP5Y	$ 141.21	$ 122.85
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 20,000-49999	ETP-C-049999-PPL1Y	$ 31.38	$ 27.30
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 20,000-49999	ETP-C-049999-PPL2Y	$ 62.76	$ 54.60
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 20,000-49999	ETP-C-049999-PPL3Y	$ 84.73	$ 73.72
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 20,000-49999	ETP-C-049999-PPL4Y	$ 112.97	$ 98.28
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 20,000-49999	ETP-C-049999-PPL5Y	$ 141.21	$ 122.85
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 20,000-49999	ETP-C-049999-PTM1Y	$ 30.10	$ 26.19
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 20,000-49999	ETP-C-049999-PTM2Y	$ 60.20	$ 52.37
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 20,000-49999	ETP-C-049999-PTM3Y	$ 81.27	$ 70.70
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 20,000-49999	ETP-C-049999-PTM4Y	$ 108.36	$ 94.27
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 20,000-49999	ETP-C-049999-PTM5Y	$ 135.45	$ 117.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 20,000-49999	ETP-C-049999-USG1Y	$ 30.10	$ 26.19
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 20,000-49999	ETP-C-049999-USG2Y	$ 60.20	$ 52.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 20,000-49999	ETP-C-049999-USG3Y	$ 81.27	$ 70.70
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 20,000-49999	ETP-C-049999-USG4Y	$ 108.36	$ 94.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 20,000-49999	ETP-C-049999-USG5Y	$ 135.45	$ 117.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 20,000-49999	ETP-C-049999-USP1Y	$ 31.38	$ 27.30
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 20,000-49999	ETP-C-049999-USP2Y	$ 62.76	$ 54.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 20,000-49999	ETP-C-049999-USP3Y	$ 84.73	$ 73.72
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 20,000-49999	ETP-C-049999-USP4Y	$ 112.97	$ 98.28
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 20,000-49999	ETP-C-049999-USP5Y	$ 141.21	$ 122.85
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 50,000-74999	ETP-C-074999-CAG1Y	$ 27.55	$ 23.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 50,000-74999	ETP-C-074999-CAG2Y	$ 55.10	$ 47.94
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 50,000-74999	ETP-C-074999-CAG3Y	$ 74.39	$ 64.72

FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 50,000-74999	ETP-C-074999-CAG4Y	$ 99.18	$ 86.29
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 50,000-74999	ETP-C-074999-CAG5Y	$ 123.98	$ 107.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 50,000-74999	ETP-C-074999-CAP1Y	$ 28.72	$ 24.99
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 50,000-74999	ETP-C-074999-CAP2Y	$ 57.44	$ 49.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 50,000-74999	ETP-C-074999-CAP3Y	$ 77.54	$ 67.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 50,000-74999	ETP-C-074999-CAP4Y	$ 103.39	$ 89.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 50,000-74999	ETP-C-074999-CAP5Y	$ 129.24	$ 112.44
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 50,000-74999	ETP-C-074999-PPL1Y	$ 28.72	$ 24.99
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 50,000-74999	ETP-C-074999-PPL2Y	$ 57.44	$ 49.97
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 50,000-74999	ETP-C-074999-PPL3Y	$ 77.54	$ 67.46
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 50,000-74999	ETP-C-074999-PPL4Y	$ 103.39	$ 89.95
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 50,000-74999	ETP-C-074999-PPL5Y	$ 129.24	$ 112.44
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 50,000-74999	ETP-C-074999-PTM1Y	$ 27.55	$ 23.97
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 50,000-74999	ETP-C-074999-PTM2Y	$ 55.10	$ 47.94
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 50,000-74999	ETP-C-074999-PTM3Y	$ 74.39	$ 64.72
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 50,000-74999	ETP-C-074999-PTM4Y	$ 99.18	$ 86.29
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 50,000-74999	ETP-C-074999-PTM5Y	$ 123.98	$ 107.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 50,000-74999	ETP-C-074999-USG1Y	$ 27.55	$ 23.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 50,000-74999	ETP-C-074999-USG2Y	$ 55.10	$ 47.94
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 50,000-74999	ETP-C-074999-USG3Y	$ 74.39	$ 64.72
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 50,000-74999	ETP-C-074999-USG4Y	$ 99.18	$ 86.29
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 50,000-74999	ETP-C-074999-USG5Y	$ 123.98	$ 107.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 50,000-74999	ETP-C-074999-USP1Y	$ 28.72	$ 24.99
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 50,000-74999	ETP-C-074999-USP2Y	$ 57.44	$ 49.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 50,000-74999	ETP-C-074999-USP3Y	$ 77.54	$ 67.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 50,000-74999	ETP-C-074999-USP4Y	$ 103.39	$ 89.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 50,000-74999	ETP-C-074999-USP5Y	$ 129.24	$ 112.44
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 75,000-99999	ETP-C-099999-CAG1Y	$ 24.44	$ 21.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 75,000-99999	ETP-C-099999-CAG2Y	$ 48.88	$ 42.53
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 75,000-99999	ETP-C-099999-CAG3Y	$ 65.99	$ 57.41
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 75,000-99999	ETP-C-099999-CAG4Y	$ 87.98	$ 76.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 75,000-99999	ETP-C-099999-CAG5Y	$ 109.98	$ 95.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 75,000-99999	ETP-C-099999-CAP1Y	$ 25.48	$ 22.17
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 75,000-99999	ETP-C-099999-CAP2Y	$ 50.96	$ 44.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 75,000-99999	ETP-C-099999-CAP3Y	$ 68.80	$ 59.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 75,000-99999	ETP-C-099999-CAP4Y	$ 91.73	$ 79.81
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 75,000-99999	ETP-C-099999-CAP5Y	$ 114.66	$ 99.75
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 75,000-99999	ETP-C-099999-PPL1Y	$ 25.48	$ 22.17
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 75,000-99999	ETP-C-099999-PPL2Y	$ 50.96	$ 44.34
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 75,000-99999	ETP-C-099999-PPL3Y	$ 68.80	$ 59.86
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 75,000-99999	ETP-C-099999-PPL4Y	$ 91.73	$ 79.81
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 75,000-99999	ETP-C-099999-PPL5Y	$ 114.66	$ 99.75
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 75,000-99999	ETP-C-099999-PTM1Y	$ 24.44	$ 21.26
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 75,000-99999	ETP-C-099999-PTM2Y	$ 48.88	$ 42.53
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 75,000-99999	ETP-C-099999-PTM3Y	$ 65.99	$ 57.41
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 75,000-99999	ETP-C-099999-PTM4Y	$ 87.98	$ 76.54
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 75,000-99999	ETP-C-099999-PTM5Y	$ 109.98	$ 95.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 75,000-99999	ETP-C-099999-USG1Y	$ 24.44	$ 21.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 75,000-99999	ETP-C-099999-USG2Y	$ 48.88	$ 42.53

FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 75,000-99999	ETP-C-099999-USG3Y	$ 65.99	$ 57.41
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 75,000-99999	ETP-C-099999-USG4Y	$ 87.98	$ 76.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 75,000-99999	ETP-C-099999-USG5Y	$ 109.98	$ 95.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 75,000-99999	ETP-C-099999-USP1Y	$ 25.48	$ 22.17
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 75,000-99999	ETP-C-099999-USP2Y	$ 50.96	$ 44.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 75,000-99999	ETP-C-099999-USP3Y	$ 68.80	$ 59.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 75,000-99999	ETP-C-099999-USP4Y	$ 91.73	$ 79.81
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 75,000-99999	ETP-C-099999-USP5Y	$ 114.66	$ 99.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 100,000-199999	ETP-C-199999-CAG1Y	$ 20.84	$ 18.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 100,000-199999	ETP-C-199999-CAG2Y	$ 41.68	$ 36.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 100,000-199999	ETP-C-199999-CAG3Y	$ 56.27	$ 48.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 100,000-199999	ETP-C-199999-CAG4Y	$ 75.02	$ 65.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 100,000-199999	ETP-C-199999-CAG5Y	$ 93.78	$ 81.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 100,000-199999	ETP-C-199999-CAP1Y	$ 21.72	$ 18.90
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 100,000-199999	ETP-C-199999-CAP2Y	$ 43.44	$ 37.79
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 100,000-199999	ETP-C-199999-CAP3Y	$ 58.64	$ 51.02
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 100,000-199999	ETP-C-199999-CAP4Y	$ 78.19	$ 68.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 100,000-199999	ETP-C-199999-CAP5Y	$ 97.74	$ 85.03
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 100,000-199999	ETP-C-199999-PPL1Y	$ 21.72	$ 18.90
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 100,000-199999	ETP-C-199999-PPL2Y	$ 43.44	$ 37.79
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 100,000-199999	ETP-C-199999-PPL3Y	$ 58.64	$ 51.02
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 100,000-199999	ETP-C-199999-PPL4Y	$ 78.19	$ 68.03
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 100,000-199999	ETP-C-199999-PPL5Y	$ 97.74	$ 85.03
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 100,000-199999	ETP-C-199999-PTM1Y	$ 20.84	$ 18.13
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 100,000-199999	ETP-C-199999-PTM2Y	$ 41.68	$ 36.26
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 100,000-199999	ETP-C-199999-PTM3Y	$ 56.27	$ 48.95
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 100,000-199999	ETP-C-199999-PTM4Y	$ 75.02	$ 65.27
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 100,000-199999	ETP-C-199999-PTM5Y	$ 93.78	$ 81.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 100,000-199999	ETP-C-199999-USG1Y	$ 20.84	$ 18.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 100,000-199999	ETP-C-199999-USG2Y	$ 41.68	$ 36.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 100,000-199999	ETP-C-199999-USG3Y	$ 56.27	$ 48.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 100,000-199999	ETP-C-199999-USG4Y	$ 75.02	$ 65.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 100,000-199999	ETP-C-199999-USG5Y	$ 93.78	$ 81.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 100,000-199999	ETP-C-199999-USP1Y	$ 21.72	$ 18.90
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 100,000-199999	ETP-C-199999-USP2Y	$ 43.44	$ 37.79
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 100,000-199999	ETP-C-199999-USP3Y	$ 58.64	$ 51.02
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 100,000-199999	ETP-C-199999-USP4Y	$ 78.19	$ 68.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 100,000-199999	ETP-C-199999-USP5Y	$ 97.74	$ 85.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 200,000+	ETP-C-200000+CAG1Y	$ 19.50	$ 16.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 200,000+	ETP-C-200000+CAG2Y	$ 39.00	$ 33.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 200,000+	ETP-C-200000+CAG3Y	$ 52.65	$ 45.81
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 200,000+	ETP-C-200000+CAG4Y	$ 70.20	$ 61.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 200,000+	ETP-C-200000+CAG5Y	$ 87.75	$ 76.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 200,000+	ETP-C-200000+CAP1Y	$ 20.33	$ 17.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 200,000+	ETP-C-200000+CAP2Y	$ 40.66	$ 35.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 200,000+	ETP-C-200000+CAP3Y	$ 54.89	$ 47.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 200,000+	ETP-C-200000+CAP4Y	$ 73.19	$ 63.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 200,000+	ETP-C-200000+CAP5Y	$ 91.49	$ 79.60
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 200,000+	ETP-C-200000+PPL1Y	$ 20.33	$ 17.69

FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 200,000+	ETP-C-200000+PPL2Y	$ 40.66	$ 35.37
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 200,000+	ETP-C-200000+PPL3Y	$ 54.89	$ 47.75
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 200,000+	ETP-C-200000+PPL4Y	$ 73.19	$ 63.68
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 200,000+	ETP-C-200000+PPL5Y	$ 91.49	$ 79.60
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 200,000+	ETP-C-200000+PTM1Y	$ 19.50	$ 16.97
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 200,000+	ETP-C-200000+PTM2Y	$ 39.00	$ 33.93
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 200,000+	ETP-C-200000+PTM3Y	$ 52.65	$ 45.81
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 200,000+	ETP-C-200000+PTM4Y	$ 70.20	$ 61.07
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 200,000+	ETP-C-200000+PTM5Y	$ 87.75	$ 76.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 200,000+	ETP-C-200000+USG1Y	$ 19.50	$ 16.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 200,000+	ETP-C-200000+USG2Y	$ 39.00	$ 33.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 200,000+	ETP-C-200000+USG3Y	$ 52.65	$ 45.81
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 200,000+	ETP-C-200000+USG4Y	$ 70.20	$ 61.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 200,000+	ETP-C-200000+USG5Y	$ 87.75	$ 76.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 200,000+	ETP-C-200000+USP1Y	$ 20.33	$ 17.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 200,000+	ETP-C-200000+USP2Y	$ 40.66	$ 35.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 200,000+	ETP-C-200000+USP3Y	$ 54.89	$ 47.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 200,000+	ETP-C-200000+USP4Y	$ 73.19	$ 63.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 200,000+	ETP-C-200000+USP5Y	$ 91.49	$ 79.60
FireEye	EVL Email Threat Prevention	EVL-EC-ETP	$ -	$ -
FireEye	EVL AV/AS Add-on for ETP Cloud with AV/AS	EVL-EC-ETP-A	$ -	$ -
FireEye	EVL Email Threat Prevention Cloud with AV/AS	EVL-EC-ETP-C	$ -	$ -
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 1-249	RN-ETP-000249-PTM1Y	$ 58.32	$ 50.74
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 1-249	RN-ETP-000249-PTM3Y	$ 157.46	$ 136.99
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 1-249	RN-ETP-000249-PTM4Y	$ 209.95	$ 182.66
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 1-249	RN-ETP-000249-PTM5Y	$ 262.44	$ 228.32
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 1-249	RN-ETP-000249-USG1Y	$ 58.32	$ 50.74
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 1-249	RN-ETP-000249-USG3Y	$ 157.46	$ 136.99
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 1-249	RN-ETP-000249-USG4Y	$ 209.95	$ 182.66
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 1-249	RN-ETP-000249-USG5Y	$ 262.44	$ 228.32
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 250-499	RN-ETP-000499-PTM1Y	$ 48.15	$ 41.89
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 250-499	RN-ETP-000499-PTM3Y	$ 130.01	$ 113.11
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 250-499	RN-ETP-000499-PTM4Y	$ 173.34	$ 150.81
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 250-499	RN-ETP-000499-PTM5Y	$ 216.68	$ 188.51
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 250-499	RN-ETP-000499-USG1Y	$ 48.15	$ 41.89
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 250-499	RN-ETP-000499-USG3Y	$ 130.01	$ 113.11
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 250-499	RN-ETP-000499-USG4Y	$ 173.34	$ 150.81
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 250-499	RN-ETP-000499-USG5Y	$ 216.68	$ 188.51
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 500-749	RN-ETP-000749-PTM1Y	$ 41.30	$ 35.93
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 500-749	RN-ETP-000749-PTM3Y	$ 111.51	$ 97.01
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 500-749	RN-ETP-000749-PTM4Y	$ 148.68	$ 129.35
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 500-749	RN-ETP-000749-PTM5Y	$ 185.85	$ 161.69
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 500-749	RN-ETP-000749-USG1Y	$ 41.30	$ 35.93
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 500-749	RN-ETP-000749-USG3Y	$ 111.51	$ 97.01
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 500-749	RN-ETP-000749-USG4Y	$ 148.68	$ 129.35
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 500-749	RN-ETP-000749-USG5Y	$ 185.85	$ 161.69
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 750-999	RN-ETP-000999-PTM1Y	$ 34.69	$ 30.18
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 750-999	RN-ETP-000999-PTM3Y	$ 93.66	$ 81.48
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 750-999	RN-ETP-000999-PTM4Y	$ 124.88	$ 108.65

FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 750-999	RN-ETP-000999-PTM5Y	$ 156.11	$ 135.82
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 750-999	RN-ETP-000999-USG1Y	$ 34.69	$ 30.18
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 750-999	RN-ETP-000999-USG3Y	$ 93.66	$ 81.48
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 750-999	RN-ETP-000999-USG4Y	$ 124.88	$ 108.65
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 750-999	RN-ETP-000999-USG5Y	$ 156.11	$ 135.82
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 1,000-1999	RN-ETP-001999-PTM1Y	$ 31.46	$ 27.37
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 1,000-1999	RN-ETP-001999-PTM3Y	$ 84.94	$ 73.90
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 1,000-1999	RN-ETP-001999-PTM4Y	$ 113.26	$ 98.54
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 1,000-1999	RN-ETP-001999-PTM5Y	$ 141.57	$ 123.17
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 1,000-1999	RN-ETP-001999-USG1Y	$ 31.46	$ 27.37
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 1,000-1999	RN-ETP-001999-USG3Y	$ 84.94	$ 73.90
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 1,000-1999	RN-ETP-001999-USG4Y	$ 113.26	$ 98.54
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 1,000-1999	RN-ETP-001999-USG5Y	$ 141.57	$ 123.17
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 2,000-4999	RN-ETP-004999-PTM1Y	$ 28.64	$ 24.92
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 2,000-4999	RN-ETP-004999-PTM3Y	$ 77.33	$ 67.28
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 2,000-4999	RN-ETP-004999-PTM4Y	$ 103.10	$ 89.70
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 2,000-4999	RN-ETP-004999-PTM5Y	$ 128.88	$ 112.13
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 2,000-4999	RN-ETP-004999-USG1Y	$ 28.64	$ 24.92
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 2,000-4999	RN-ETP-004999-USG3Y	$ 77.33	$ 67.28
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 2,000-4999	RN-ETP-004999-USG4Y	$ 103.10	$ 89.70
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 2,000-4999	RN-ETP-004999-USG5Y	$ 128.88	$ 112.13
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 5,000-9999	RN-ETP-009999-PTM1Y	$ 25.51	$ 22.19
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 5,000-9999	RN-ETP-009999-PTM3Y	$ 68.88	$ 59.93
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 5,000-9999	RN-ETP-009999-PTM4Y	$ 91.84	$ 79.90
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 5,000-9999	RN-ETP-009999-PTM5Y	$ 114.80	$ 99.88
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 5,000-9999	RN-ETP-009999-USG1Y	$ 25.51	$ 22.19
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 5,000-9999	RN-ETP-009999-USG3Y	$ 68.88	$ 59.93
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 5,000-9999	RN-ETP-009999-USG4Y	$ 91.84	$ 79.90
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 5,000-9999	RN-ETP-009999-USG5Y	$ 114.80	$ 99.88
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 10,000-19999	RN-ETP-019999-PTM1Y	$ 22.02	$ 19.16
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 10,000-19999	RN-ETP-019999-PTM3Y	$ 59.45	$ 51.72
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 10,000-19999	RN-ETP-019999-PTM4Y	$ 79.27	$ 68.96
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 10,000-19999	RN-ETP-019999-PTM5Y	$ 99.09	$ 86.21
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 10,000-19999	RN-ETP-019999-USG1Y	$ 22.02	$ 19.16
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 10,000-19999	RN-ETP-019999-USG3Y	$ 59.45	$ 51.72
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 10,000-19999	RN-ETP-019999-USG4Y	$ 79.27	$ 68.96
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 10,000-19999	RN-ETP-019999-USG5Y	$ 99.09	$ 86.21
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 20,000-49999	RN-ETP-049999-PTM1Y	$ 20.76	$ 18.06
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 20,000-49999	RN-ETP-049999-PTM3Y	$ 56.05	$ 48.76
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 20,000-49999	RN-ETP-049999-PTM4Y	$ 74.74	$ 65.02
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 20,000-49999	RN-ETP-049999-PTM5Y	$ 93.42	$ 81.28
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 20,000-49999	RN-ETP-049999-USG1Y	$ 20.76	$ 18.06
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 20,000-49999	RN-ETP-049999-USG3Y	$ 56.05	$ 48.76
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 20,000-49999	RN-ETP-049999-USG4Y	$ 74.74	$ 65.02
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 20,000-49999	RN-ETP-049999-USG5Y	$ 93.42	$ 81.28
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 50,000-74999	RN-ETP-074999-PTM1Y	$ 18.75	$ 16.31
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 50,000-74999	RN-ETP-074999-PTM3Y	$ 50.63	$ 44.05
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 50,000-74999	RN-ETP-074999-PTM4Y	$ 67.50	$ 58.73
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 50,000-74999	RN-ETP-074999-PTM5Y	$ 84.38	$ 73.41

FireEye	Renewal-Email Threat Prevention, Government US 1 Year 50,000-74999	RN-ETP-074999-USG1Y	$ 18.75	$ 16.31
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 50,000-74999	RN-ETP-074999-USG3Y	$ 50.63	$ 44.05
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 50,000-74999	RN-ETP-074999-USG4Y	$ 67.50	$ 58.73
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 50,000-74999	RN-ETP-074999-USG5Y	$ 84.38	$ 73.41
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 75,000-99999	RN-ETP-099999-PTM1Y	$ 16.22	$ 14.11
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 75,000-99999	RN-ETP-099999-PTM3Y	$ 43.79	$ 38.10
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 75,000-99999	RN-ETP-099999-PTM4Y	$ 58.39	$ 50.80
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 75,000-99999	RN-ETP-099999-PTM5Y	$ 72.99	$ 63.50
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 75,000-99999	RN-ETP-099999-USG1Y	$ 16.22	$ 14.11
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 75,000-99999	RN-ETP-099999-USG3Y	$ 43.79	$ 38.10
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 75,000-99999	RN-ETP-099999-USG4Y	$ 58.39	$ 50.80
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 75,000-99999	RN-ETP-099999-USG5Y	$ 72.99	$ 63.50
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 100,000-199999	RN-ETP-199999-PTM1Y	$ 14.26	$ 12.41
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 100,000-199999	RN-ETP-199999-PTM3Y	$ 38.50	$ 33.50
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 100,000-199999	RN-ETP-199999-PTM4Y	$ 51.34	$ 44.67
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 100,000-199999	RN-ETP-199999-PTM5Y	$ 64.17	$ 55.83
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 100,000-199999	RN-ETP-199999-USG1Y	$ 14.26	$ 12.41
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 100,000-199999	RN-ETP-199999-USG3Y	$ 38.50	$ 33.50
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 100,000-199999	RN-ETP-199999-USG4Y	$ 51.34	$ 44.67
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 100,000-199999	RN-ETP-199999-USG5Y	$ 64.17	$ 55.83
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 200,000+	RN-ETP-200000+PTM1Y	$ 13.46	$ 11.71
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 200,000+	RN-ETP-200000+PTM3Y	$ 36.34	$ 31.62
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 200,000+	RN-ETP-200000+PTM4Y	$ 48.46	$ 42.16
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 200,000+	RN-ETP-200000+PTM5Y	$ 60.57	$ 52.70
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 200,000+	RN-ETP-200000+USG1Y	$ 13.46	$ 11.71
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 200,000+	RN-ETP-200000+USG3Y	$ 36.34	$ 31.62
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 200,000+	RN-ETP-200000+USG4Y	$ 48.46	$ 42.16
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 200,000+	RN-ETP-200000+USG5Y	$ 60.57	$ 52.70
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 1-249	RN-ETP-A-000249-CAG1Y	$ 71.95	$ 62.60
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 1-249	RN-ETP-A-000249-CAG2Y	$ 134.55	$ 117.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 1-249	RN-ETP-A-000249-CAG3Y	$ 194.27	$ 169.01
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 1-249	RN-ETP-A-000249-CAG4Y	$ 259.02	$ 225.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 1-249	RN-ETP-A-000249-CAG5Y	$ 323.78	$ 281.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 1-249	RN-ETP-A-000249-CAP1Y	$ 75.00	$ 65.25
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 1-249	RN-ETP-A-000249-CAP2Y	$ 140.25	$ 122.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 1-249	RN-ETP-A-000249-CAP3Y	$ 202.50	$ 176.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 1-249	RN-ETP-A-000249-CAP4Y	$ 270.00	$ 234.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 1-249	RN-ETP-A-000249-CAP5Y	$ 337.50	$ 293.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 1-249	RN-ETP-A-000249-PPL1Y	$ 13.62	$ 11.85
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 1-249	RN-ETP-A-000249-PPL2Y	$ 140.25	$ 122.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 1-249	RN-ETP-A-000249-PPL3Y	$ 202.50	$ 176.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 1-249	RN-ETP-A-000249-PPL4Y	$ 270.00	$ 234.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 1-249	RN-ETP-A-000249-PPL5Y	$ 337.50	$ 293.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 1-249	RN-ETP-A-000249-PTM1Y	$ 26.24	$ 22.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 1-249	RN-ETP-A-000249-PTM2Y	$ 134.55	$ 117.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 1-249	RN-ETP-A-000249-PTM3Y	$ 194.27	$ 169.01
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 1-249	RN-ETP-A-000249-PTM4Y	$ 259.02	$ 225.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 1-249	RN-ETP-A-000249-PTM5Y	$ 323.78	$ 281.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 1-249	RN-ETP-A-000249-USG1Y	$ 71.95	$ 62.60

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 1-249	RN-ETP-A-000249-USG2Y	$ 134.55	$ 117.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 1-249	RN-ETP-A-000249-USG3Y	$ 194.27	$ 169.01
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 1-249	RN-ETP-A-000249-USG4Y	$ 259.02	$ 225.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 1-249	RN-ETP-A-000249-USG5Y	$ 323.78	$ 281.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 1-249	RN-ETP-A-000249-USP1Y	$ 75.00	$ 65.25
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 1-249	RN-ETP-A-000249-USP2Y	$ 140.25	$ 122.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 1-249	RN-ETP-A-000249-USP3Y	$ 202.50	$ 176.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 1-249	RN-ETP-A-000249-USP4Y	$ 270.00	$ 234.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 1-249	RN-ETP-A-000249-USP5Y	$ 337.50	$ 293.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 250-499	RN-ETP-A-000499-CAG1Y	$ 35.96	$ 31.29
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 250-499	RN-ETP-A-000499-CAG2Y	$ 67.24	$ 58.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 250-499	RN-ETP-A-000499-CAG3Y	$ 97.09	$ 84.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 250-499	RN-ETP-A-000499-CAG4Y	$ 129.46	$ 112.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 250-499	RN-ETP-A-000499-CAG5Y	$ 161.82	$ 140.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 250-499	RN-ETP-A-000499-CAP1Y	$ 37.48	$ 32.61
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 250-499	RN-ETP-A-000499-CAP2Y	$ 70.09	$ 60.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 250-499	RN-ETP-A-000499-CAP3Y	$ 101.20	$ 88.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 250-499	RN-ETP-A-000499-CAP4Y	$ 134.93	$ 117.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 250-499	RN-ETP-A-000499-CAP5Y	$ 168.66	$ 146.73
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 250-499	RN-ETP-A-000499-PPL1Y	$ 11.26	$ 9.80
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 250-499	RN-ETP-A-000499-PPL2Y	$ 70.09	$ 60.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 250-499	RN-ETP-A-000499-PPL3Y	$ 101.20	$ 88.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 250-499	RN-ETP-A-000499-PPL4Y	$ 134.93	$ 117.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 250-499	RN-ETP-A-000499-PPL5Y	$ 168.66	$ 146.73
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 250-499	RN-ETP-A-000499-PTM1Y	$ 21.67	$ 18.85
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 250-499	RN-ETP-A-000499-PTM2Y	$ 67.24	$ 58.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 250-499	RN-ETP-A-000499-PTM3Y	$ 97.09	$ 84.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 250-499	RN-ETP-A-000499-PTM4Y	$ 129.46	$ 112.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 250-499	RN-ETP-A-000499-PTM5Y	$ 161.82	$ 140.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 250-499	RN-ETP-A-000499-USG1Y	$ 35.96	$ 31.29
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 250-499	RN-ETP-A-000499-USG2Y	$ 67.24	$ 58.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 250-499	RN-ETP-A-000499-USG3Y	$ 97.09	$ 84.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 250-499	RN-ETP-A-000499-USG4Y	$ 129.46	$ 112.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 250-499	RN-ETP-A-000499-USG5Y	$ 161.82	$ 140.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 250-499	RN-ETP-A-000499-USP1Y	$ 37.48	$ 32.61
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 250-499	RN-ETP-A-000499-USP2Y	$ 70.09	$ 60.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 250-499	RN-ETP-A-000499-USP3Y	$ 101.20	$ 88.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 250-499	RN-ETP-A-000499-USP4Y	$ 134.93	$ 117.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 250-499	RN-ETP-A-000499-USP5Y	$ 168.66	$ 146.73
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 500-749	RN-ETP-A-000749-CAG1Y	$ 29.76	$ 25.89
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 500-749	RN-ETP-A-000749-CAG2Y	$ 55.65	$ 48.42
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 500-749	RN-ETP-A-000749-CAG3Y	$ 80.35	$ 69.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 500-749	RN-ETP-A-000749-CAG4Y	$ 107.14	$ 93.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 500-749	RN-ETP-A-000749-CAG5Y	$ 133.92	$ 116.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 500-749	RN-ETP-A-000749-CAP1Y	$ 31.02	$ 26.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 500-749	RN-ETP-A-000749-CAP2Y	$ 58.00	$ 50.46
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 500-749	RN-ETP-A-000749-CAP3Y	$ 83.75	$ 72.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 500-749	RN-ETP-A-000749-CAP4Y	$ 111.67	$ 97.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 500-749	RN-ETP-A-000749-CAP5Y	$ 139.59	$ 121.44

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 500-749	RN-ETP-A-000749-PPL1Y	$ 9.66	$ 8.40
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 500-749	RN-ETP-A-000749-PPL2Y	$ 58.00	$ 50.46
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 500-749	RN-ETP-A-000749-PPL3Y	$ 83.75	$ 72.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 500-749	RN-ETP-A-000749-PPL4Y	$ 111.67	$ 97.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 500-749	RN-ETP-A-000749-PPL5Y	$ 139.59	$ 121.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 500-749	RN-ETP-A-000749-PTM1Y	$ 18.59	$ 16.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 500-749	RN-ETP-A-000749-PTM2Y	$ 55.65	$ 48.42
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 500-749	RN-ETP-A-000749-PTM3Y	$ 80.35	$ 69.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 500-749	RN-ETP-A-000749-PTM4Y	$ 107.14	$ 93.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 500-749	RN-ETP-A-000749-PTM5Y	$ 133.92	$ 116.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 500-749	RN-ETP-A-000749-USG1Y	$ 29.76	$ 25.89
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 500-749	RN-ETP-A-000749-USG2Y	$ 55.65	$ 48.42
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 500-749	RN-ETP-A-000749-USG3Y	$ 80.35	$ 69.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 500-749	RN-ETP-A-000749-USG4Y	$ 107.14	$ 93.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 500-749	RN-ETP-A-000749-USG5Y	$ 133.92	$ 116.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 500-749	RN-ETP-A-000749-USP1Y	$ 31.02	$ 26.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 500-749	RN-ETP-A-000749-USP2Y	$ 58.00	$ 50.46
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 500-749	RN-ETP-A-000749-USP3Y	$ 83.75	$ 72.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 500-749	RN-ETP-A-000749-USP4Y	$ 111.67	$ 97.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 500-749	RN-ETP-A-000749-USP5Y	$ 139.59	$ 121.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 750-999	RN-ETP-A-000999-CAG1Y	$ 29.03	$ 25.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 750-999	RN-ETP-A-000999-CAG2Y	$ 54.28	$ 47.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 750-999	RN-ETP-A-000999-CAG3Y	$ 78.38	$ 68.19
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 750-999	RN-ETP-A-000999-CAG4Y	$ 104.51	$ 90.92
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 750-999	RN-ETP-A-000999-CAG5Y	$ 130.64	$ 113.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 750-999	RN-ETP-A-000999-CAP1Y	$ 30.26	$ 26.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 750-999	RN-ETP-A-000999-CAP2Y	$ 56.58	$ 49.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 750-999	RN-ETP-A-000999-CAP3Y	$ 81.70	$ 71.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 750-999	RN-ETP-A-000999-CAP4Y	$ 108.94	$ 94.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 750-999	RN-ETP-A-000999-CAP5Y	$ 136.17	$ 118.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 750-999	RN-ETP-A-000999-PPL1Y	$ 8.11	$ 7.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 750-999	RN-ETP-A-000999-PPL2Y	$ 56.58	$ 49.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 750-999	RN-ETP-A-000999-PPL3Y	$ 81.70	$ 71.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 750-999	RN-ETP-A-000999-PPL4Y	$ 108.94	$ 94.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 750-999	RN-ETP-A-000999-PPL5Y	$ 136.17	$ 118.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 750-999	RN-ETP-A-000999-PTM1Y	$ 15.61	$ 13.58
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 750-999	RN-ETP-A-000999-PTM2Y	$ 54.28	$ 47.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 750-999	RN-ETP-A-000999-PTM3Y	$ 78.38	$ 68.19
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 750-999	RN-ETP-A-000999-PTM4Y	$ 104.51	$ 90.92
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 750-999	RN-ETP-A-000999-PTM5Y	$ 130.64	$ 113.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 750-999	RN-ETP-A-000999-USG1Y	$ 29.03	$ 25.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 750-999	RN-ETP-A-000999-USG2Y	$ 54.28	$ 47.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 750-999	RN-ETP-A-000999-USG3Y	$ 78.38	$ 68.19
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 750-999	RN-ETP-A-000999-USG4Y	$ 104.51	$ 90.92
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 750-999	RN-ETP-A-000999-USG5Y	$ 130.64	$ 113.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 750-999	RN-ETP-A-000999-USP1Y	$ 30.26	$ 26.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 750-999	RN-ETP-A-000999-USP2Y	$ 56.58	$ 49.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 750-999	RN-ETP-A-000999-USP3Y	$ 81.70	$ 71.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 750-999	RN-ETP-A-000999-USP4Y	$ 108.94	$ 94.78

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 750-999	RN-ETP-A-000999-USP5Y	$ 136.17	$ 118.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 1,000-1999	RN-ETP-A-001999-CAG1Y	$ 22.35	$ 19.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 1,000-1999	RN-ETP-A-001999-CAG2Y	$ 41.79	$ 36.36
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 1,000-1999	RN-ETP-A-001999-CAG3Y	$ 60.35	$ 52.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 1,000-1999	RN-ETP-A-001999-CAG4Y	$ 80.46	$ 70.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 1,000-1999	RN-ETP-A-001999-CAG5Y	$ 100.58	$ 87.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 1,000-1999	RN-ETP-A-001999-CAP1Y	$ 23.29	$ 20.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 1,000-1999	RN-ETP-A-001999-CAP2Y	$ 43.56	$ 37.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 1,000-1999	RN-ETP-A-001999-CAP3Y	$ 62.88	$ 54.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 1,000-1999	RN-ETP-A-001999-CAP4Y	$ 83.84	$ 72.94
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 1,000-1999	RN-ETP-A-001999-CAP5Y	$ 104.81	$ 91.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 1,000-1999	RN-ETP-A-001999-PPL1Y	$ 7.35	$ 6.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 1,000-1999	RN-ETP-A-001999-PPL2Y	$ 43.56	$ 37.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 1,000-1999	RN-ETP-A-001999-PPL3Y	$ 62.88	$ 54.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 1,000-1999	RN-ETP-A-001999-PPL4Y	$ 83.84	$ 72.94
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 1,000-1999	RN-ETP-A-001999-PPL5Y	$ 104.81	$ 91.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 1,000-1999	RN-ETP-A-001999-PTM1Y	$ 14.16	$ 12.32
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 1,000-1999	RN-ETP-A-001999-PTM2Y	$ 41.79	$ 36.36
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 1,000-1999	RN-ETP-A-001999-PTM3Y	$ 60.35	$ 52.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 1,000-1999	RN-ETP-A-001999-PTM4Y	$ 80.46	$ 70.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 1,000-1999	RN-ETP-A-001999-PTM5Y	$ 100.58	$ 87.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 1,000-1999	RN-ETP-A-001999-USG1Y	$ 22.35	$ 19.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 1,000-1999	RN-ETP-A-001999-USG2Y	$ 41.79	$ 36.36
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 1,000-1999	RN-ETP-A-001999-USG3Y	$ 60.35	$ 52.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 1,000-1999	RN-ETP-A-001999-USG4Y	$ 80.46	$ 70.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 1,000-1999	RN-ETP-A-001999-USG5Y	$ 100.58	$ 87.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 1,000-1999	RN-ETP-A-001999-USP1Y	$ 23.29	$ 20.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 1,000-1999	RN-ETP-A-001999-USP2Y	$ 43.56	$ 37.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 1,000-1999	RN-ETP-A-001999-USP3Y	$ 62.88	$ 54.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 1,000-1999	RN-ETP-A-001999-USP4Y	$ 83.84	$ 72.94
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 1,000-1999	RN-ETP-A-001999-USP5Y	$ 104.81	$ 91.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 2,000-4999	RN-ETP-A-004999-CAG1Y	$ 16.67	$ 14.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 2,000-4999	RN-ETP-A-004999-CAG2Y	$ 31.17	$ 27.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 2,000-4999	RN-ETP-A-004999-CAG3Y	$ 45.01	$ 39.16
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 2,000-4999	RN-ETP-A-004999-CAG4Y	$ 60.01	$ 52.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 2,000-4999	RN-ETP-A-004999-CAG5Y	$ 75.02	$ 65.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 2,000-4999	RN-ETP-A-004999-CAP1Y	$ 17.38	$ 15.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 2,000-4999	RN-ETP-A-004999-CAP2Y	$ 32.49	$ 28.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 2,000-4999	RN-ETP-A-004999-CAP3Y	$ 46.93	$ 40.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 2,000-4999	RN-ETP-A-004999-CAP4Y	$ 62.57	$ 54.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 2,000-4999	RN-ETP-A-004999-CAP5Y	$ 78.21	$ 68.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 2,000-4999	RN-ETP-A-004999-PPL1Y	$ 6.70	$ 5.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 2,000-4999	RN-ETP-A-004999-PPL2Y	$ 32.49	$ 28.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 2,000-4999	RN-ETP-A-004999-PPL3Y	$ 46.93	$ 40.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 2,000-4999	RN-ETP-A-004999-PPL4Y	$ 62.57	$ 54.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 2,000-4999	RN-ETP-A-004999-PPL5Y	$ 78.21	$ 68.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 2,000-4999	RN-ETP-A-004999-PTM1Y	$ 12.89	$ 11.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 2,000-4999	RN-ETP-A-004999-PTM2Y	$ 31.17	$ 27.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 2,000-4999	RN-ETP-A-004999-PTM3Y	$ 45.01	$ 39.16

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 2,000-4999	RN-ETP-A-004999-PTM4Y	$ 60.01	$ 52.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 2,000-4999	RN-ETP-A-004999-PTM5Y	$ 75.02	$ 65.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 2,000-4999	RN-ETP-A-004999-USG1Y	$ 16.67	$ 14.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 2,000-4999	RN-ETP-A-004999-USG2Y	$ 31.17	$ 27.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 2,000-4999	RN-ETP-A-004999-USG3Y	$ 45.01	$ 39.16
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 2,000-4999	RN-ETP-A-004999-USG4Y	$ 60.01	$ 52.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 2,000-4999	RN-ETP-A-004999-USG5Y	$ 75.02	$ 65.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 2,000-4999	RN-ETP-A-004999-USP1Y	$ 17.38	$ 15.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 2,000-4999	RN-ETP-A-004999-USP2Y	$ 32.49	$ 28.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 2,000-4999	RN-ETP-A-004999-USP3Y	$ 46.93	$ 40.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 2,000-4999	RN-ETP-A-004999-USP4Y	$ 62.57	$ 54.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 2,000-4999	RN-ETP-A-004999-USP5Y	$ 78.21	$ 68.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 5,000-9999	RN-ETP-A-009999-CAG1Y	$ 14.75	$ 12.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 5,000-9999	RN-ETP-A-009999-CAG2Y	$ 27.57	$ 23.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 5,000-9999	RN-ETP-A-009999-CAG3Y	$ 39.83	$ 34.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 5,000-9999	RN-ETP-A-009999-CAG4Y	$ 53.10	$ 46.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 5,000-9999	RN-ETP-A-009999-CAG5Y	$ 66.38	$ 57.75
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 5,000-9999	RN-ETP-A-009999-CAP1Y	$ 15.37	$ 13.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 5,000-9999	RN-ETP-A-009999-CAP2Y	$ 28.74	$ 25.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 5,000-9999	RN-ETP-A-009999-CAP3Y	$ 41.50	$ 36.11
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 5,000-9999	RN-ETP-A-009999-CAP4Y	$ 55.33	$ 48.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 5,000-9999	RN-ETP-A-009999-CAP5Y	$ 69.17	$ 60.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 5,000-9999	RN-ETP-A-009999-PPL1Y	$ 8.29	$ 7.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 5,000-9999	RN-ETP-A-009999-PPL2Y	$ 28.74	$ 25.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 5,000-9999	RN-ETP-A-009999-PPL3Y	$ 41.50	$ 36.11
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 5,000-9999	RN-ETP-A-009999-PPL4Y	$ 55.33	$ 48.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 5,000-9999	RN-ETP-A-009999-PPL5Y	$ 69.17	$ 60.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 5,000-9999	RN-ETP-A-009999-PTM1Y	$ 13.71	$ 11.93
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 5,000-9999	RN-ETP-A-009999-PTM2Y	$ 27.57	$ 23.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 5,000-9999	RN-ETP-A-009999-PTM3Y	$ 39.83	$ 34.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 5,000-9999	RN-ETP-A-009999-PTM4Y	$ 53.10	$ 46.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 5,000-9999	RN-ETP-A-009999-PTM5Y	$ 66.38	$ 57.75
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 5,000-9999	RN-ETP-A-009999-USG1Y	$ 14.75	$ 12.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 5,000-9999	RN-ETP-A-009999-USG2Y	$ 27.57	$ 23.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 5,000-9999	RN-ETP-A-009999-USG3Y	$ 39.83	$ 34.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 5,000-9999	RN-ETP-A-009999-USG4Y	$ 53.10	$ 46.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 5,000-9999	RN-ETP-A-009999-USG5Y	$ 66.38	$ 57.75
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 5,000-9999	RN-ETP-A-009999-USP1Y	$ 15.37	$ 13.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 5,000-9999	RN-ETP-A-009999-USP2Y	$ 28.74	$ 25.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 5,000-9999	RN-ETP-A-009999-USP3Y	$ 41.50	$ 36.11
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 5,000-9999	RN-ETP-A-009999-USP4Y	$ 55.33	$ 48.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 5,000-9999	RN-ETP-A-009999-USP5Y	$ 69.17	$ 60.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 10,000-19999	RN-ETP-A-019999-CAG1Y	$ 12.89	$ 11.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 10,000-19999	RN-ETP-A-019999-CAG2Y	$ 24.11	$ 20.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 10,000-19999	RN-ETP-A-019999-CAG3Y	$ 34.80	$ 30.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 10,000-19999	RN-ETP-A-019999-CAG4Y	$ 46.40	$ 40.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 10,000-19999	RN-ETP-A-019999-CAG5Y	$ 58.01	$ 50.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 10,000-19999	RN-ETP-A-019999-CAP1Y	$ 13.44	$ 11.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 10,000-19999	RN-ETP-A-019999-CAP2Y	$ 25.13	$ 21.86

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 10,000-19999	RN-ETP-A-019999-CAP3Y	$ 36.29	$ 31.57
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 10,000-19999	RN-ETP-A-019999-CAP4Y	$ 48.38	$ 42.09
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 10,000-19999	RN-ETP-A-019999-CAP5Y	$ 60.48	$ 52.62
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 10,000-19999	RN-ETP-A-019999-PPL1Y	$ 6.07	$ 5.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 10,000-19999	RN-ETP-A-019999-PPL2Y	$ 25.13	$ 21.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 10,000-19999	RN-ETP-A-019999-PPL3Y	$ 36.29	$ 31.57
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 10,000-19999	RN-ETP-A-019999-PPL4Y	$ 48.38	$ 42.09
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 10,000-19999	RN-ETP-A-019999-PPL5Y	$ 60.48	$ 52.62
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 10,000-19999	RN-ETP-A-019999-PTM1Y	$ 10.79	$ 9.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 10,000-19999	RN-ETP-A-019999-PTM2Y	$ 24.11	$ 20.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 10,000-19999	RN-ETP-A-019999-PTM3Y	$ 34.80	$ 30.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 10,000-19999	RN-ETP-A-019999-PTM4Y	$ 46.40	$ 40.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 10,000-19999	RN-ETP-A-019999-PTM5Y	$ 58.01	$ 50.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 10,000-19999	RN-ETP-A-019999-USG1Y	$ 12.89	$ 11.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 10,000-19999	RN-ETP-A-019999-USG2Y	$ 24.11	$ 20.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 10,000-19999	RN-ETP-A-019999-USG3Y	$ 34.80	$ 30.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 10,000-19999	RN-ETP-A-019999-USG4Y	$ 46.40	$ 40.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 10,000-19999	RN-ETP-A-019999-USG5Y	$ 58.01	$ 50.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 10,000-19999	RN-ETP-A-019999-USP1Y	$ 13.44	$ 11.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 10,000-19999	RN-ETP-A-019999-USP2Y	$ 25.13	$ 21.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 10,000-19999	RN-ETP-A-019999-USP3Y	$ 36.29	$ 31.57
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 10,000-19999	RN-ETP-A-019999-USP4Y	$ 48.38	$ 42.09
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 10,000-19999	RN-ETP-A-019999-USP5Y	$ 60.48	$ 52.62
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 20,000-49999	RN-ETP-A-049999-CAG1Y	$ 11.55	$ 10.05
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 20,000-49999	RN-ETP-A-049999-CAG2Y	$ 21.67	$ 18.85
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 20,000-49999	RN-ETP-A-049999-CAG3Y	$ 31.19	$ 27.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 20,000-49999	RN-ETP-A-049999-CAG4Y	$ 41.58	$ 36.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 20,000-49999	RN-ETP-A-049999-CAG5Y	$ 51.98	$ 45.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 20,000-49999	RN-ETP-A-049999-CAP1Y	$ 12.04	$ 10.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 20,000-49999	RN-ETP-A-049999-CAP2Y	$ 22.59	$ 19.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 20,000-49999	RN-ETP-A-049999-CAP3Y	$ 32.51	$ 28.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 20,000-49999	RN-ETP-A-049999-CAP4Y	$ 43.34	$ 37.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 20,000-49999	RN-ETP-A-049999-CAP5Y	$ 54.18	$ 47.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 20,000-49999	RN-ETP-A-049999-PPL1Y	$ 4.85	$ 4.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 20,000-49999	RN-ETP-A-049999-PPL2Y	$ 22.50	$ 19.58
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 20,000-49999	RN-ETP-A-049999-PPL3Y	$ 32.51	$ 28.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 20,000-49999	RN-ETP-A-049999-PPL4Y	$ 43.34	$ 37.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 20,000-49999	RN-ETP-A-049999-PPL5Y	$ 54.18	$ 47.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 20,000-49999	RN-ETP-A-049999-PTM1Y	$ 9.34	$ 8.13
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 20,000-49999	RN-ETP-A-049999-PTM2Y	$ 21.59	$ 18.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 20,000-49999	RN-ETP-A-049999-PTM3Y	$ 31.19	$ 27.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 20,000-49999	RN-ETP-A-049999-PTM4Y	$ 41.58	$ 36.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 20,000-49999	RN-ETP-A-049999-PTM5Y	$ 51.98	$ 45.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 20,000-49999	RN-ETP-A-049999-USG1Y	$ 11.55	$ 10.05
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 20,000-49999	RN-ETP-A-049999-USG2Y	$ 21.67	$ 18.85
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 20,000-49999	RN-ETP-A-049999-USG3Y	$ 31.19	$ 27.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 20,000-49999	RN-ETP-A-049999-USG4Y	$ 41.58	$ 36.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 20,000-49999	RN-ETP-A-049999-USG5Y	$ 51.98	$ 45.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 20,000-49999	RN-ETP-A-049999-USP1Y	$ 12.04	$ 10.47

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 20,000-49999	RN-ETP-A-049999-USP2Y	$ 22.59	$ 19.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 20,000-49999	RN-ETP-A-049999-USP3Y	$ 32.51	$ 28.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 20,000-49999	RN-ETP-A-049999-USP4Y	$ 43.34	$ 37.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 20,000-49999	RN-ETP-A-049999-USP5Y	$ 54.18	$ 47.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 50,000-74999	RN-ETP-A-074999-CAG1Y	$ 11.84	$ 10.30
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 50,000-74999	RN-ETP-A-074999-CAG2Y	$ 22.18	$ 19.30
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 50,000-74999	RN-ETP-A-074999-CAG3Y	$ 31.97	$ 27.81
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 50,000-74999	RN-ETP-A-074999-CAG4Y	$ 42.62	$ 37.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 50,000-74999	RN-ETP-A-074999-CAG5Y	$ 53.28	$ 46.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 50,000-74999	RN-ETP-A-074999-CAP1Y	$ 12.34	$ 10.74
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 50,000-74999	RN-ETP-A-074999-CAP2Y	$ 23.13	$ 20.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 50,000-74999	RN-ETP-A-074999-CAP3Y	$ 33.32	$ 28.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 50,000-74999	RN-ETP-A-074999-CAP4Y	$ 44.42	$ 38.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 50,000-74999	RN-ETP-A-074999-CAP5Y	$ 55.53	$ 48.31
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 50,000-74999	RN-ETP-A-074999-PPL1Y	$ 4.76	$ 4.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 50,000-74999	RN-ETP-A-074999-PPL2Y	$ 23.06	$ 20.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 50,000-74999	RN-ETP-A-074999-PPL3Y	$ 33.32	$ 28.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 50,000-74999	RN-ETP-A-074999-PPL4Y	$ 44.42	$ 38.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 50,000-74999	RN-ETP-A-074999-PPL5Y	$ 55.53	$ 48.31
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 50,000-74999	RN-ETP-A-074999-PTM1Y	$ 8.80	$ 7.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 50,000-74999	RN-ETP-A-074999-PTM2Y	$ 22.14	$ 19.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 50,000-74999	RN-ETP-A-074999-PTM3Y	$ 31.97	$ 27.81
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 50,000-74999	RN-ETP-A-074999-PTM4Y	$ 42.62	$ 37.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 50,000-74999	RN-ETP-A-074999-PTM5Y	$ 53.28	$ 46.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 50,000-74999	RN-ETP-A-074999-USG1Y	$ 11.84	$ 10.30
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 50,000-74999	RN-ETP-A-074999-USG2Y	$ 22.18	$ 19.30
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 50,000-74999	RN-ETP-A-074999-USG3Y	$ 31.97	$ 27.81
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 50,000-74999	RN-ETP-A-074999-USG4Y	$ 42.62	$ 37.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 50,000-74999	RN-ETP-A-074999-USG5Y	$ 53.28	$ 46.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 50,000-74999	RN-ETP-A-074999-USP1Y	$ 12.34	$ 10.74
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 50,000-74999	RN-ETP-A-074999-USP2Y	$ 23.13	$ 20.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 50,000-74999	RN-ETP-A-074999-USP3Y	$ 33.32	$ 28.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 50,000-74999	RN-ETP-A-074999-USP4Y	$ 44.42	$ 38.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 50,000-74999	RN-ETP-A-074999-USP5Y	$ 55.53	$ 48.31
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 75,000-99999	RN-ETP-A-099999-CAG1Y	$ 12.39	$ 10.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 75,000-99999	RN-ETP-A-099999-CAG2Y	$ 23.16	$ 20.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 75,000-99999	RN-ETP-A-099999-CAG3Y	$ 33.45	$ 29.10
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 75,000-99999	RN-ETP-A-099999-CAG4Y	$ 44.60	$ 38.80
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 75,000-99999	RN-ETP-A-099999-CAG5Y	$ 55.76	$ 48.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 75,000-99999	RN-ETP-A-099999-CAP1Y	$ 12.91	$ 11.23
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 75,000-99999	RN-ETP-A-099999-CAP2Y	$ 24.14	$ 21.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 75,000-99999	RN-ETP-A-099999-CAP3Y	$ 34.86	$ 30.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 75,000-99999	RN-ETP-A-099999-CAP4Y	$ 46.48	$ 40.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 75,000-99999	RN-ETP-A-099999-CAP5Y	$ 58.10	$ 50.55
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 75,000-99999	RN-ETP-A-099999-PPL1Y	$ 4.76	$ 4.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 75,000-99999	RN-ETP-A-099999-PPL2Y	$ 24.14	$ 21.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 75,000-99999	RN-ETP-A-099999-PPL3Y	$ 34.86	$ 30.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 75,000-99999	RN-ETP-A-099999-PPL4Y	$ 46.48	$ 40.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 75,000-99999	RN-ETP-A-099999-PPL5Y	$ 58.10	$ 50.55

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 75,000-99999	RN-ETP-A-099999-PTM1Y	$ 8.22	$ 7.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 75,000-99999	RN-ETP-A-099999-PTM2Y	$ 23.16	$ 20.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 75,000-99999	RN-ETP-A-099999-PTM3Y	$ 33.45	$ 29.10
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 75,000-99999	RN-ETP-A-099999-PTM4Y	$ 44.60	$ 38.80
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 75,000-99999	RN-ETP-A-099999-PTM5Y	$ 55.76	$ 48.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 75,000-99999	RN-ETP-A-099999-USG1Y	$ 12.39	$ 10.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 75,000-99999	RN-ETP-A-099999-USG2Y	$ 23.16	$ 20.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 75,000-99999	RN-ETP-A-099999-USG3Y	$ 33.45	$ 29.10
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 75,000-99999	RN-ETP-A-099999-USG4Y	$ 44.60	$ 38.80
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 75,000-99999	RN-ETP-A-099999-USG5Y	$ 55.76	$ 48.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 75,000-99999	RN-ETP-A-099999-USP1Y	$ 12.91	$ 11.23
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 75,000-99999	RN-ETP-A-099999-USP2Y	$ 24.14	$ 21.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 75,000-99999	RN-ETP-A-099999-USP3Y	$ 34.86	$ 30.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 75,000-99999	RN-ETP-A-099999-USP4Y	$ 46.48	$ 40.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 75,000-99999	RN-ETP-A-099999-USP5Y	$ 58.10	$ 50.55
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 100,000-199999	RN-ETP-A-199999-CAG1Y	$ 10.78	$ 9.38
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 100,000-199999	RN-ETP-A-199999-CAG2Y	$ 20.15	$ 17.53
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 100,000-199999	RN-ETP-A-199999-CAG3Y	$ 29.11	$ 25.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 100,000-199999	RN-ETP-A-199999-CAG4Y	$ 38.81	$ 33.76
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 100,000-199999	RN-ETP-A-199999-CAG5Y	$ 48.51	$ 42.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 100,000-199999	RN-ETP-A-199999-CAP1Y	$ 11.23	$ 9.77
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 100,000-199999	RN-ETP-A-199999-CAP2Y	$ 21.01	$ 18.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 100,000-199999	RN-ETP-A-199999-CAP3Y	$ 30.32	$ 26.38
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 100,000-199999	RN-ETP-A-199999-CAP4Y	$ 40.43	$ 35.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 100,000-199999	RN-ETP-A-199999-CAP5Y	$ 50.54	$ 43.97
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 100,000-199999	RN-ETP-A-199999-PPL1Y	$ 3.50	$ 3.05
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 100,000-199999	RN-ETP-A-199999-PPL2Y	$ 21.09	$ 18.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 100,000-199999	RN-ETP-A-199999-PPL3Y	$ 30.48	$ 26.52
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 100,000-199999	RN-ETP-A-199999-PPL4Y	$ 40.64	$ 35.36
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 100,000-199999	RN-ETP-A-199999-PPL5Y	$ 50.81	$ 44.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 100,000-199999	RN-ETP-A-199999-PTM1Y	$ 6.58	$ 5.72
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 100,000-199999	RN-ETP-A-199999-PTM2Y	$ 20.25	$ 17.62
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 100,000-199999	RN-ETP-A-199999-PTM3Y	$ 29.24	$ 25.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 100,000-199999	RN-ETP-A-199999-PTM4Y	$ 38.99	$ 33.92
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 100,000-199999	RN-ETP-A-199999-PTM5Y	$ 48.74	$ 42.40
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 100,000-199999	RN-ETP-A-199999-USG1Y	$ 10.78	$ 9.38
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 100,000-199999	RN-ETP-A-199999-USG2Y	$ 20.15	$ 17.53
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 100,000-199999	RN-ETP-A-199999-USG3Y	$ 29.11	$ 25.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 100,000-199999	RN-ETP-A-199999-USG4Y	$ 38.81	$ 33.76
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 100,000-199999	RN-ETP-A-199999-USG5Y	$ 48.51	$ 42.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 100,000-199999	RN-ETP-A-199999-USP1Y	$ 11.23	$ 9.77
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 100,000-199999	RN-ETP-A-199999-USP2Y	$ 21.01	$ 18.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 100,000-199999	RN-ETP-A-199999-USP3Y	$ 30.32	$ 26.38
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 100,000-199999	RN-ETP-A-199999-USP4Y	$ 40.43	$ 35.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 100,000-199999	RN-ETP-A-199999-USP5Y	$ 50.54	$ 43.97
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 200,000+	RN-ETP-A-200000+CAG1Y	$ 10.42	$ 9.07
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 200,000+	RN-ETP-A-200000+CAG2Y	$ 19.49	$ 16.96
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 200,000+	RN-ETP-A-200000+CAG3Y	$ 28.13	$ 24.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 200,000+	RN-ETP-A-200000+CAG4Y	$ 37.51	$ 32.63

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 200,000+	RN-ETP-A-200000+CAG5Y	$ 46.89	$ 40.79
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 200,000+	RN-ETP-A-200000+CAP1Y	$ 10.86	$ 9.45
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 200,000+	RN-ETP-A-200000+CAP2Y	$ 20.30	$ 17.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 200,000+	RN-ETP-A-200000+CAP3Y	$ 29.32	$ 25.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 200,000+	RN-ETP-A-200000+CAP4Y	$ 39.10	$ 34.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 200,000+	RN-ETP-A-200000+CAP5Y	$ 48.87	$ 42.52
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 200,000+	RN-ETP-A-200000+PPL1Y	$ 3.13	$ 2.72
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 200,000+	RN-ETP-A-200000+PPL2Y	$ 20.32	$ 17.68
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 200,000+	RN-ETP-A-200000+PPL3Y	$ 29.38	$ 25.56
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 200,000+	RN-ETP-A-200000+PPL4Y	$ 39.17	$ 34.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 200,000+	RN-ETP-A-200000+PPL5Y	$ 48.96	$ 42.60
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 200,000+	RN-ETP-A-200000+PTM1Y	$ 6.04	$ 5.25
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 200,000+	RN-ETP-A-200000+PTM2Y	$ 19.51	$ 16.97
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 200,000+	RN-ETP-A-200000+PTM3Y	$ 28.16	$ 24.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 200,000+	RN-ETP-A-200000+PTM4Y	$ 37.55	$ 32.67
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 200,000+	RN-ETP-A-200000+PTM5Y	$ 46.94	$ 40.84
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 200,000+	RN-ETP-A-200000+USG1Y	$ 10.42	$ 9.07
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 200,000+	RN-ETP-A-200000+USG2Y	$ 19.49	$ 16.96
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 200,000+	RN-ETP-A-200000+USG3Y	$ 28.13	$ 24.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 200,000+	RN-ETP-A-200000+USG4Y	$ 37.51	$ 32.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 200,000+	RN-ETP-A-200000+USG5Y	$ 46.89	$ 40.79
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 200,000+	RN-ETP-A-200000+USP1Y	$ 10.86	$ 9.45
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 200,000+	RN-ETP-A-200000+USP2Y	$ 20.30	$ 17.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 200,000+	RN-ETP-A-200000+USP3Y	$ 29.32	$ 25.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 200,000+	RN-ETP-A-200000+USP4Y	$ 39.10	$ 34.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 200,000+	RN-ETP-A-200000+USP5Y	$ 48.87	$ 42.52
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 1-249	RN-ETP-C-000249-CAG1Y	$ 84.56	$ 73.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 1-249	RN-ETP-C-000249-CAG2Y	$ 169.12	$ 147.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 1-249	RN-ETP-C-000249-CAG3Y	$ 228.31	$ 198.63
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 1-249	RN-ETP-C-000249-CAG4Y	$ 304.42	$ 264.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 1-249	RN-ETP-C-000249-CAG5Y	$ 380.52	$ 331.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 1-249	RN-ETP-C-000249-CAP1Y	$ 88.14	$ 76.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 1-249	RN-ETP-C-000249-CAP2Y	$ 176.28	$ 153.36
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 1-249	RN-ETP-C-000249-CAP3Y	$ 237.98	$ 207.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 1-249	RN-ETP-C-000249-CAP4Y	$ 317.30	$ 276.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 1-249	RN-ETP-C-000249-CAP5Y	$ 396.63	$ 345.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 1-249	RN-ETP-C-000249-PPL1Y	$ 88.14	$ 76.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 1-249	RN-ETP-C-000249-PPL2Y	$ 176.28	$ 153.36
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 1-249	RN-ETP-C-000249-PPL3Y	$ 237.98	$ 207.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 1-249	RN-ETP-C-000249-PPL4Y	$ 317.30	$ 276.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 1-249	RN-ETP-C-000249-PPL5Y	$ 396.63	$ 345.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 1-249	RN-ETP-C-000249-PTM1Y	$ 84.56	$ 73.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 1-249	RN-ETP-C-000249-PTM2Y	$ 169.12	$ 147.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 1-249	RN-ETP-C-000249-PTM3Y	$ 228.31	$ 198.63
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 1-249	RN-ETP-C-000249-PTM4Y	$ 304.42	$ 264.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 1-249	RN-ETP-C-000249-PTM5Y	$ 380.52	$ 331.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 1-249	RN-ETP-C-000249-USG1Y	$ 84.56	$ 73.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 1-249	RN-ETP-C-000249-USG2Y	$ 169.12	$ 147.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 1-249	RN-ETP-C-000249-USG3Y	$ 228.31	$ 198.63

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 1-249	RN-ETP-C-000249-USG4Y	$ 304.42	$ 264.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 1-249	RN-ETP-C-000249-USG5Y	$ 380.52	$ 331.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 1-249	RN-ETP-C-000249-USP1Y	$ 88.14	$ 76.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 1-249	RN-ETP-C-000249-USP2Y	$ 176.28	$ 153.36
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 1-249	RN-ETP-C-000249-USP3Y	$ 237.98	$ 207.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 1-249	RN-ETP-C-000249-USP4Y	$ 317.30	$ 276.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 1-249	RN-ETP-C-000249-USP5Y	$ 396.63	$ 345.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 250-499	RN-ETP-C-000499-CAG1Y	$ 69.82	$ 60.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 250-499	RN-ETP-C-000499-CAG2Y	$ 139.64	$ 121.49
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 250-499	RN-ETP-C-000499-CAG3Y	$ 188.51	$ 164.00
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 250-499	RN-ETP-C-000499-CAG4Y	$ 251.35	$ 218.67
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 250-499	RN-ETP-C-000499-CAG5Y	$ 314.19	$ 273.35
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 250-499	RN-ETP-C-000499-CAP1Y	$ 72.78	$ 63.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 250-499	RN-ETP-C-000499-CAP2Y	$ 145.56	$ 126.64
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 250-499	RN-ETP-C-000499-CAP3Y	$ 196.51	$ 170.96
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 250-499	RN-ETP-C-000499-CAP4Y	$ 262.01	$ 227.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 250-499	RN-ETP-C-000499-CAP5Y	$ 327.51	$ 284.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 250-499	RN-ETP-C-000499-PPL1Y	$ 72.78	$ 63.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 250-499	RN-ETP-C-000499-PPL2Y	$ 145.56	$ 126.64
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 250-499	RN-ETP-C-000499-PPL3Y	$ 196.51	$ 170.96
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 250-499	RN-ETP-C-000499-PPL4Y	$ 262.01	$ 227.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 250-499	RN-ETP-C-000499-PPL5Y	$ 327.51	$ 284.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 250-499	RN-ETP-C-000499-PTM1Y	$ 69.82	$ 60.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 250-499	RN-ETP-C-000499-PTM2Y	$ 139.64	$ 121.49
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 250-499	RN-ETP-C-000499-PTM3Y	$ 188.51	$ 164.00
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 250-499	RN-ETP-C-000499-PTM4Y	$ 251.35	$ 218.67
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 250-499	RN-ETP-C-000499-PTM5Y	$ 314.19	$ 273.35
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 250-499	RN-ETP-C-000499-USG1Y	$ 69.82	$ 60.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 250-499	RN-ETP-C-000499-USG2Y	$ 139.64	$ 121.49
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 250-499	RN-ETP-C-000499-USG3Y	$ 188.51	$ 164.00
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 250-499	RN-ETP-C-000499-USG4Y	$ 251.35	$ 218.67
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 250-499	RN-ETP-C-000499-USG5Y	$ 314.19	$ 273.35
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 250-499	RN-ETP-C-000499-USP1Y	$ 72.78	$ 63.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 250-499	RN-ETP-C-000499-USP2Y	$ 145.56	$ 126.64
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 250-499	RN-ETP-C-000499-USP3Y	$ 196.51	$ 170.96
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 250-499	RN-ETP-C-000499-USP4Y	$ 262.01	$ 227.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 250-499	RN-ETP-C-000499-USP5Y	$ 327.51	$ 284.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 500-749	RN-ETP-C-000749-CAG1Y	$ 59.89	$ 52.10
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 500-749	RN-ETP-C-000749-CAG2Y	$ 119.78	$ 104.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 500-749	RN-ETP-C-000749-CAG3Y	$ 161.70	$ 140.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 500-749	RN-ETP-C-000749-CAG4Y	$ 215.60	$ 187.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 500-749	RN-ETP-C-000749-CAG5Y	$ 269.51	$ 234.47
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 500-749	RN-ETP-C-000749-CAP1Y	$ 62.43	$ 54.31
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 500-749	RN-ETP-C-000749-CAP2Y	$ 124.86	$ 108.63
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 500-749	RN-ETP-C-000749-CAP3Y	$ 168.56	$ 146.65
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 500-749	RN-ETP-C-000749-CAP4Y	$ 224.75	$ 195.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 500-749	RN-ETP-C-000749-CAP5Y	$ 280.94	$ 244.42
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 500-749	RN-ETP-C-000749-PPL1Y	$ 62.43	$ 54.31
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 500-749	RN-ETP-C-000749-PPL2Y	$ 124.86	$ 108.63

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 500-749	RN-ETP-C-000749-PPL3Y	$ 168.56	$ 146.65
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 500-749	RN-ETP-C-000749-PPL4Y	$ 224.75	$ 195.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 500-749	RN-ETP-C-000749-PPL5Y	$ 280.94	$ 244.42
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 500-749	RN-ETP-C-000749-PTM1Y	$ 59.89	$ 52.10
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 500-749	RN-ETP-C-000749-PTM2Y	$ 119.78	$ 104.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 500-749	RN-ETP-C-000749-PTM3Y	$ 161.70	$ 140.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 500-749	RN-ETP-C-000749-PTM4Y	$ 215.60	$ 187.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 500-749	RN-ETP-C-000749-PTM5Y	$ 269.51	$ 234.47
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 500-749	RN-ETP-C-000749-USG1Y	$ 59.89	$ 52.10
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 500-749	RN-ETP-C-000749-USG2Y	$ 119.78	$ 104.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 500-749	RN-ETP-C-000749-USG3Y	$ 161.70	$ 140.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 500-749	RN-ETP-C-000749-USG4Y	$ 215.60	$ 187.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 500-749	RN-ETP-C-000749-USG5Y	$ 269.51	$ 234.47
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 500-749	RN-ETP-C-000749-USP1Y	$ 62.43	$ 54.31
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 500-749	RN-ETP-C-000749-USP2Y	$ 124.86	$ 108.63
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 500-749	RN-ETP-C-000749-USP3Y	$ 168.56	$ 146.65
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 500-749	RN-ETP-C-000749-USP4Y	$ 224.75	$ 195.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 500-749	RN-ETP-C-000749-USP5Y	$ 280.94	$ 244.42
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 750-999	RN-ETP-C-000999-CAG1Y	$ 50.30	$ 43.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 750-999	RN-ETP-C-000999-CAG2Y	$ 100.60	$ 87.52
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 750-999	RN-ETP-C-000999-CAG3Y	$ 135.81	$ 118.15
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 750-999	RN-ETP-C-000999-CAG4Y	$ 181.08	$ 157.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 750-999	RN-ETP-C-000999-CAG5Y	$ 226.35	$ 196.92
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 750-999	RN-ETP-C-000999-CAP1Y	$ 52.43	$ 45.61
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 750-999	RN-ETP-C-000999-CAP2Y	$ 104.86	$ 91.23
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 750-999	RN-ETP-C-000999-CAP3Y	$ 141.56	$ 123.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 750-999	RN-ETP-C-000999-CAP4Y	$ 188.75	$ 164.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 750-999	RN-ETP-C-000999-CAP5Y	$ 235.94	$ 205.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 750-999	RN-ETP-C-000999-PPL1Y	$ 52.43	$ 45.61
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 750-999	RN-ETP-C-000999-PPL2Y	$ 104.86	$ 91.23
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 750-999	RN-ETP-C-000999-PPL3Y	$ 141.56	$ 123.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 750-999	RN-ETP-C-000999-PPL4Y	$ 188.75	$ 164.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 750-999	RN-ETP-C-000999-PPL5Y	$ 235.94	$ 205.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 750-999	RN-ETP-C-000999-PTM1Y	$ 50.30	$ 43.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 750-999	RN-ETP-C-000999-PTM2Y	$ 100.60	$ 87.52
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 750-999	RN-ETP-C-000999-PTM3Y	$ 135.81	$ 118.15
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 750-999	RN-ETP-C-000999-PTM4Y	$ 181.08	$ 157.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 750-999	RN-ETP-C-000999-PTM5Y	$ 226.35	$ 196.92
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 750-999	RN-ETP-C-000999-USG1Y	$ 50.30	$ 43.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 750-999	RN-ETP-C-000999-USG2Y	$ 100.60	$ 87.52
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 750-999	RN-ETP-C-000999-USG3Y	$ 135.81	$ 118.15
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 750-999	RN-ETP-C-000999-USG4Y	$ 181.08	$ 157.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 750-999	RN-ETP-C-000999-USG5Y	$ 226.35	$ 196.92
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 750-999	RN-ETP-C-000999-USP1Y	$ 52.43	$ 45.61
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 750-999	RN-ETP-C-000999-USP2Y	$ 104.86	$ 91.23
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 750-999	RN-ETP-C-000999-USP3Y	$ 141.56	$ 123.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 750-999	RN-ETP-C-000999-USP4Y	$ 188.75	$ 164.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 750-999	RN-ETP-C-000999-USP5Y	$ 235.94	$ 205.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 1,000-1999	RN-ETP-C-001999-CAG1Y	$ 45.62	$ 39.69

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 1,000-1999	RN-ETP-C-001999-CAG2Y	$ 91.24	$ 79.38
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 1,000-1999	RN-ETP-C-001999-CAG3Y	$ 123.17	$ 107.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 1,000-1999	RN-ETP-C-001999-CAG4Y	$ 164.23	$ 142.88
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 1,000-1999	RN-ETP-C-001999-CAG5Y	$ 205.29	$ 178.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 1,000-1999	RN-ETP-C-001999-CAP1Y	$ 47.55	$ 41.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 1,000-1999	RN-ETP-C-001999-CAP2Y	$ 95.10	$ 82.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 1,000-1999	RN-ETP-C-001999-CAP3Y	$ 128.39	$ 111.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 1,000-1999	RN-ETP-C-001999-CAP4Y	$ 171.18	$ 148.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 1,000-1999	RN-ETP-C-001999-CAP5Y	$ 213.98	$ 186.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 1,000-1999	RN-ETP-C-001999-PPL1Y	$ 47.55	$ 41.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 1,000-1999	RN-ETP-C-001999-PPL2Y	$ 95.10	$ 82.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 1,000-1999	RN-ETP-C-001999-PPL3Y	$ 128.39	$ 111.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 1,000-1999	RN-ETP-C-001999-PPL4Y	$ 171.18	$ 148.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 1,000-1999	RN-ETP-C-001999-PPL5Y	$ 213.98	$ 186.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 1,000-1999	RN-ETP-C-001999-PTM1Y	$ 45.62	$ 39.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 1,000-1999	RN-ETP-C-001999-PTM2Y	$ 91.24	$ 79.38
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 1,000-1999	RN-ETP-C-001999-PTM3Y	$ 123.17	$ 107.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 1,000-1999	RN-ETP-C-001999-PTM4Y	$ 164.23	$ 142.88
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 1,000-1999	RN-ETP-C-001999-PTM5Y	$ 205.29	$ 178.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 1,000-1999	RN-ETP-C-001999-USG1Y	$ 45.62	$ 39.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 1,000-1999	RN-ETP-C-001999-USG2Y	$ 91.24	$ 79.38
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 1,000-1999	RN-ETP-C-001999-USG3Y	$ 123.17	$ 107.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 1,000-1999	RN-ETP-C-001999-USG4Y	$ 164.23	$ 142.88
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 1,000-1999	RN-ETP-C-001999-USG5Y	$ 205.29	$ 178.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 1,000-1999	RN-ETP-C-001999-USP1Y	$ 47.55	$ 41.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 1,000-1999	RN-ETP-C-001999-USP2Y	$ 95.10	$ 82.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 1,000-1999	RN-ETP-C-001999-USP3Y	$ 128.39	$ 111.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 1,000-1999	RN-ETP-C-001999-USP4Y	$ 171.18	$ 148.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 1,000-1999	RN-ETP-C-001999-USP5Y	$ 213.98	$ 186.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 2,000-4999	RN-ETP-C-004999-CAG1Y	$ 41.53	$ 36.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 2,000-4999	RN-ETP-C-004999-CAG2Y	$ 83.06	$ 72.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 2,000-4999	RN-ETP-C-004999-CAG3Y	$ 112.13	$ 97.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 2,000-4999	RN-ETP-C-004999-CAG4Y	$ 149.51	$ 130.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 2,000-4999	RN-ETP-C-004999-CAG5Y	$ 186.89	$ 162.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 2,000-4999	RN-ETP-C-004999-CAP1Y	$ 43.29	$ 37.66
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 2,000-4999	RN-ETP-C-004999-CAP2Y	$ 86.58	$ 75.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 2,000-4999	RN-ETP-C-004999-CAP3Y	$ 116.88	$ 101.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 2,000-4999	RN-ETP-C-004999-CAP4Y	$ 155.84	$ 135.58
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 2,000-4999	RN-ETP-C-004999-CAP5Y	$ 194.81	$ 169.48
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 2,000-4999	RN-ETP-C-004999-PPL1Y	$ 43.29	$ 37.66
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 2,000-4999	RN-ETP-C-004999-PPL2Y	$ 86.58	$ 75.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 2,000-4999	RN-ETP-C-004999-PPL3Y	$ 116.88	$ 101.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 2,000-4999	RN-ETP-C-004999-PPL4Y	$ 155.84	$ 135.58
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 2,000-4999	RN-ETP-C-004999-PPL5Y	$ 194.81	$ 169.48
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 2,000-4999	RN-ETP-C-004999-PTM1Y	$ 41.53	$ 36.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 2,000-4999	RN-ETP-C-004999-PTM2Y	$ 83.06	$ 72.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 2,000-4999	RN-ETP-C-004999-PTM3Y	$ 112.13	$ 97.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 2,000-4999	RN-ETP-C-004999-PTM4Y	$ 149.51	$ 130.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 2,000-4999	RN-ETP-C-004999-PTM5Y	$ 186.89	$ 162.59

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 2,000-4999	RN-ETP-C-004999-USG1Y	$ 41.53	$ 36.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 2,000-4999	RN-ETP-C-004999-USG2Y	$ 83.06	$ 72.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 2,000-4999	RN-ETP-C-004999-USG3Y	$ 112.13	$ 97.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 2,000-4999	RN-ETP-C-004999-USG4Y	$ 149.51	$ 130.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 2,000-4999	RN-ETP-C-004999-USG5Y	$ 186.89	$ 162.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 2,000-4999	RN-ETP-C-004999-USP1Y	$ 43.29	$ 37.66
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 2,000-4999	RN-ETP-C-004999-USP2Y	$ 86.58	$ 75.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 2,000-4999	RN-ETP-C-004999-USP3Y	$ 116.88	$ 101.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 2,000-4999	RN-ETP-C-004999-USP4Y	$ 155.84	$ 135.58
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 2,000-4999	RN-ETP-C-004999-USP5Y	$ 194.81	$ 169.48
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 5,000-9999	RN-ETP-C-009999-CAG1Y	$ 39.22	$ 34.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 5,000-9999	RN-ETP-C-009999-CAG2Y	$ 78.44	$ 68.24
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 5,000-9999	RN-ETP-C-009999-CAG3Y	$ 105.89	$ 92.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 5,000-9999	RN-ETP-C-009999-CAG4Y	$ 141.19	$ 122.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 5,000-9999	RN-ETP-C-009999-CAG5Y	$ 176.49	$ 153.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 5,000-9999	RN-ETP-C-009999-CAP1Y	$ 40.88	$ 35.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 5,000-9999	RN-ETP-C-009999-CAP2Y	$ 81.76	$ 71.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 5,000-9999	RN-ETP-C-009999-CAP3Y	$ 110.38	$ 96.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 5,000-9999	RN-ETP-C-009999-CAP4Y	$ 147.17	$ 128.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 5,000-9999	RN-ETP-C-009999-CAP5Y	$ 183.96	$ 160.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 5,000-9999	RN-ETP-C-009999-PPL1Y	$ 40.88	$ 35.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 5,000-9999	RN-ETP-C-009999-PPL2Y	$ 81.76	$ 71.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 5,000-9999	RN-ETP-C-009999-PPL3Y	$ 110.38	$ 96.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 5,000-9999	RN-ETP-C-009999-PPL4Y	$ 147.17	$ 128.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 5,000-9999	RN-ETP-C-009999-PPL5Y	$ 183.96	$ 160.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 5,000-9999	RN-ETP-C-009999-PTM1Y	$ 39.22	$ 34.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 5,000-9999	RN-ETP-C-009999-PTM2Y	$ 78.44	$ 68.24
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 5,000-9999	RN-ETP-C-009999-PTM3Y	$ 105.89	$ 92.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 5,000-9999	RN-ETP-C-009999-PTM4Y	$ 141.19	$ 122.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 5,000-9999	RN-ETP-C-009999-PTM5Y	$ 176.49	$ 153.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 5,000-9999	RN-ETP-C-009999-USG1Y	$ 39.22	$ 34.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 5,000-9999	RN-ETP-C-009999-USG2Y	$ 78.44	$ 68.24
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 5,000-9999	RN-ETP-C-009999-USG3Y	$ 105.89	$ 92.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 5,000-9999	RN-ETP-C-009999-USG4Y	$ 141.19	$ 122.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 5,000-9999	RN-ETP-C-009999-USG5Y	$ 176.49	$ 153.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 5,000-9999	RN-ETP-C-009999-USP1Y	$ 40.88	$ 35.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 5,000-9999	RN-ETP-C-009999-USP2Y	$ 81.76	$ 71.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 5,000-9999	RN-ETP-C-009999-USP3Y	$ 110.38	$ 96.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 5,000-9999	RN-ETP-C-009999-USP4Y	$ 147.17	$ 128.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 5,000-9999	RN-ETP-C-009999-USP5Y	$ 183.96	$ 160.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 10,000-19999	RN-ETP-C-019999-CAG1Y	$ 32.81	$ 28.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 10,000-19999	RN-ETP-C-019999-CAG2Y	$ 65.62	$ 57.09
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 10,000-19999	RN-ETP-C-019999-CAG3Y	$ 88.59	$ 77.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 10,000-19999	RN-ETP-C-019999-CAG4Y	$ 118.12	$ 102.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 10,000-19999	RN-ETP-C-019999-CAG5Y	$ 147.65	$ 128.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 10,000-19999	RN-ETP-C-019999-CAP1Y	$ 34.20	$ 29.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 10,000-19999	RN-ETP-C-019999-CAP2Y	$ 68.40	$ 59.51
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 10,000-19999	RN-ETP-C-019999-CAP3Y	$ 92.34	$ 80.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 10,000-19999	RN-ETP-C-019999-CAP4Y	$ 123.12	$ 107.11

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 10,000-19999	RN-ETP-C-019999-CAP5Y	$ 153.90	$ 133.89
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 10,000-19999	RN-ETP-C-019999-PPL1Y	$ 34.20	$ 29.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 10,000-19999	RN-ETP-C-019999-PPL2Y	$ 68.40	$ 59.51
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 10,000-19999	RN-ETP-C-019999-PPL3Y	$ 92.34	$ 80.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 10,000-19999	RN-ETP-C-019999-PPL4Y	$ 123.12	$ 107.11
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 10,000-19999	RN-ETP-C-019999-PPL5Y	$ 153.90	$ 133.89
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 10,000-19999	RN-ETP-C-019999-PTM1Y	$ 32.81	$ 28.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 10,000-19999	RN-ETP-C-019999-PTM2Y	$ 65.62	$ 57.09
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 10,000-19999	RN-ETP-C-019999-PTM3Y	$ 88.59	$ 77.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 10,000-19999	RN-ETP-C-019999-PTM4Y	$ 118.12	$ 102.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 10,000-19999	RN-ETP-C-019999-PTM5Y	$ 147.65	$ 128.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 10,000-19999	RN-ETP-C-019999-USG1Y	$ 32.81	$ 28.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 10,000-19999	RN-ETP-C-019999-USG2Y	$ 65.62	$ 57.09
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 10,000-19999	RN-ETP-C-019999-USG3Y	$ 88.59	$ 77.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 10,000-19999	RN-ETP-C-019999-USG4Y	$ 118.12	$ 102.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 10,000-19999	RN-ETP-C-019999-USG5Y	$ 147.65	$ 128.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 10,000-19999	RN-ETP-C-019999-USP1Y	$ 34.20	$ 29.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 10,000-19999	RN-ETP-C-019999-USP2Y	$ 68.40	$ 59.51
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 10,000-19999	RN-ETP-C-019999-USP3Y	$ 92.34	$ 80.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 10,000-19999	RN-ETP-C-019999-USP4Y	$ 123.12	$ 107.11
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 10,000-19999	RN-ETP-C-019999-USP5Y	$ 153.90	$ 133.89
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 20,000-49999	RN-ETP-C-049999-CAG1Y	$ 30.10	$ 26.19
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 20,000-49999	RN-ETP-C-049999-CAG2Y	$ 60.20	$ 52.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 20,000-49999	RN-ETP-C-049999-CAG3Y	$ 81.27	$ 70.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 20,000-49999	RN-ETP-C-049999-CAG4Y	$ 108.36	$ 94.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 20,000-49999	RN-ETP-C-049999-CAG5Y	$ 135.45	$ 117.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 20,000-49999	RN-ETP-C-049999-CAP1Y	$ 31.38	$ 27.30
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 20,000-49999	RN-ETP-C-049999-CAP2Y	$ 62.76	$ 54.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 20,000-49999	RN-ETP-C-049999-CAP3Y	$ 84.73	$ 73.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 20,000-49999	RN-ETP-C-049999-CAP4Y	$ 112.97	$ 98.28
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 20,000-49999	RN-ETP-C-049999-CAP5Y	$ 141.21	$ 122.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 20,000-49999	RN-ETP-C-049999-PPL1Y	$ 31.38	$ 27.30
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 20,000-49999	RN-ETP-C-049999-PPL2Y	$ 62.76	$ 54.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 20,000-49999	RN-ETP-C-049999-PPL3Y	$ 84.73	$ 73.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 20,000-49999	RN-ETP-C-049999-PPL4Y	$ 112.97	$ 98.28
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 20,000-49999	RN-ETP-C-049999-PPL5Y	$ 141.21	$ 122.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 20,000-49999	RN-ETP-C-049999-PTM1Y	$ 30.10	$ 26.19
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 20,000-49999	RN-ETP-C-049999-PTM2Y	$ 60.20	$ 52.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 20,000-49999	RN-ETP-C-049999-PTM3Y	$ 81.27	$ 70.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 20,000-49999	RN-ETP-C-049999-PTM4Y	$ 108.36	$ 94.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 20,000-49999	RN-ETP-C-049999-PTM5Y	$ 135.45	$ 117.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 20,000-49999	RN-ETP-C-049999-USG1Y	$ 30.10	$ 26.19
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 20,000-49999	RN-ETP-C-049999-USG2Y	$ 60.20	$ 52.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 20,000-49999	RN-ETP-C-049999-USG3Y	$ 81.27	$ 70.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 20,000-49999	RN-ETP-C-049999-USG4Y	$ 108.36	$ 94.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 20,000-49999	RN-ETP-C-049999-USG5Y	$ 135.45	$ 117.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 20,000-49999	RN-ETP-C-049999-USP1Y	$ 31.38	$ 27.30
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 20,000-49999	RN-ETP-C-049999-USP2Y	$ 62.76	$ 54.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 20,000-49999	RN-ETP-C-049999-USP3Y	$ 84.73	$ 73.72

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 20,000-49999	RN-ETP-C-049999-USP4Y	$ 112.97	$ 98.28
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 20,000-49999	RN-ETP-C-049999-USP5Y	$ 141.21	$ 122.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 50,000-74999	RN-ETP-C-074999-CAG1Y	$ 27.55	$ 23.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 50,000-74999	RN-ETP-C-074999-CAG2Y	$ 55.10	$ 47.94
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 50,000-74999	RN-ETP-C-074999-CAG3Y	$ 74.39	$ 64.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 50,000-74999	RN-ETP-C-074999-CAG4Y	$ 99.18	$ 86.29
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 50,000-74999	RN-ETP-C-074999-CAG5Y	$ 123.98	$ 107.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 50,000-74999	RN-ETP-C-074999-CAP1Y	$ 28.72	$ 24.99
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 50,000-74999	RN-ETP-C-074999-CAP2Y	$ 57.44	$ 49.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 50,000-74999	RN-ETP-C-074999-CAP3Y	$ 77.54	$ 67.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 50,000-74999	RN-ETP-C-074999-CAP4Y	$ 103.39	$ 89.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 50,000-74999	RN-ETP-C-074999-CAP5Y	$ 129.24	$ 112.44
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 50,000-74999	RN-ETP-C-074999-PPL1Y	$ 28.72	$ 24.99
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 50,000-74999	RN-ETP-C-074999-PPL2Y	$ 57.44	$ 49.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 50,000-74999	RN-ETP-C-074999-PPL3Y	$ 77.54	$ 67.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 50,000-74999	RN-ETP-C-074999-PPL4Y	$ 103.39	$ 89.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 50,000-74999	RN-ETP-C-074999-PPL5Y	$ 129.24	$ 112.44
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 50,000-74999	RN-ETP-C-074999-PTM1Y	$ 27.55	$ 23.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 50,000-74999	RN-ETP-C-074999-PTM2Y	$ 55.10	$ 47.94
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 50,000-74999	RN-ETP-C-074999-PTM3Y	$ 74.39	$ 64.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 50,000-74999	RN-ETP-C-074999-PTM4Y	$ 99.18	$ 86.29
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 50,000-74999	RN-ETP-C-074999-PTM5Y	$ 123.98	$ 107.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 50,000-74999	RN-ETP-C-074999-USG1Y	$ 27.55	$ 23.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 50,000-74999	RN-ETP-C-074999-USG2Y	$ 55.10	$ 47.94
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 50,000-74999	RN-ETP-C-074999-USG3Y	$ 74.39	$ 64.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 50,000-74999	RN-ETP-C-074999-USG4Y	$ 99.18	$ 86.29
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 50,000-74999	RN-ETP-C-074999-USG5Y	$ 123.98	$ 107.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 50,000-74999	RN-ETP-C-074999-USP1Y	$ 28.72	$ 24.99
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 50,000-74999	RN-ETP-C-074999-USP2Y	$ 57.44	$ 49.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 50,000-74999	RN-ETP-C-074999-USP3Y	$ 77.54	$ 67.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 50,000-74999	RN-ETP-C-074999-USP4Y	$ 103.39	$ 89.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 50,000-74999	RN-ETP-C-074999-USP5Y	$ 129.24	$ 112.44
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 75,000-99999	RN-ETP-C-099999-CAG1Y	$ 24.44	$ 21.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 75,000-99999	RN-ETP-C-099999-CAG2Y	$ 48.88	$ 42.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 75,000-99999	RN-ETP-C-099999-CAG3Y	$ 65.99	$ 57.41
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 75,000-99999	RN-ETP-C-099999-CAG4Y	$ 87.98	$ 76.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 75,000-99999	RN-ETP-C-099999-CAG5Y	$ 109.98	$ 95.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 75,000-99999	RN-ETP-C-099999-CAP1Y	$ 25.48	$ 22.17
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 75,000-99999	RN-ETP-C-099999-CAP2Y	$ 50.96	$ 44.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 75,000-99999	RN-ETP-C-099999-CAP3Y	$ 68.80	$ 59.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 75,000-99999	RN-ETP-C-099999-CAP4Y	$ 91.73	$ 79.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 75,000-99999	RN-ETP-C-099999-CAP5Y	$ 114.66	$ 99.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 75,000-99999	RN-ETP-C-099999-PPL1Y	$ 25.48	$ 22.17
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 75,000-99999	RN-ETP-C-099999-PPL2Y	$ 50.96	$ 44.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 75,000-99999	RN-ETP-C-099999-PPL3Y	$ 68.80	$ 59.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 75,000-99999	RN-ETP-C-099999-PPL4Y	$ 91.73	$ 79.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 75,000-99999	RN-ETP-C-099999-PPL5Y	$ 114.66	$ 99.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 75,000-99999	RN-ETP-C-099999-PTM1Y	$ 24.44	$ 21.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 75,000-99999	RN-ETP-C-099999-PTM2Y	$ 48.88	$ 42.53

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 75,000-99999	RN-ETP-C-099999-PTM3Y	$ 65.99	$ 57.41
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 75,000-99999	RN-ETP-C-099999-PTM4Y	$ 87.98	$ 76.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 75,000-99999	RN-ETP-C-099999-PTM5Y	$ 109.98	$ 95.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 75,000-99999	RN-ETP-C-099999-USG1Y	$ 24.44	$ 21.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 75,000-99999	RN-ETP-C-099999-USG2Y	$ 48.88	$ 42.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 75,000-99999	RN-ETP-C-099999-USG3Y	$ 65.99	$ 57.41
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 75,000-99999	RN-ETP-C-099999-USG4Y	$ 87.98	$ 76.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 75,000-99999	RN-ETP-C-099999-USG5Y	$ 109.98	$ 95.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 75,000-99999	RN-ETP-C-099999-USP1Y	$ 25.48	$ 22.17
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 75,000-99999	RN-ETP-C-099999-USP2Y	$ 50.96	$ 44.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 75,000-99999	RN-ETP-C-099999-USP3Y	$ 68.80	$ 59.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 75,000-99999	RN-ETP-C-099999-USP4Y	$ 91.73	$ 79.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 75,000-99999	RN-ETP-C-099999-USP5Y	$ 114.66	$ 99.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 100,000-199999	RN-ETP-C-199999-CAG1Y	$ 20.84	$ 18.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 100,000-199999	RN-ETP-C-199999-CAG2Y	$ 41.68	$ 36.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 100,000-199999	RN-ETP-C-199999-CAG3Y	$ 56.27	$ 48.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 100,000-199999	RN-ETP-C-199999-CAG4Y	$ 75.02	$ 65.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 100,000-199999	RN-ETP-C-199999-CAG5Y	$ 93.78	$ 81.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 100,000-199999	RN-ETP-C-199999-CAP1Y	$ 21.72	$ 18.90
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 100,000-199999	RN-ETP-C-199999-CAP2Y	$ 43.44	$ 37.79
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 100,000-199999	RN-ETP-C-199999-CAP3Y	$ 58.64	$ 51.02
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 100,000-199999	RN-ETP-C-199999-CAP4Y	$ 78.19	$ 68.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 100,000-199999	RN-ETP-C-199999-CAP5Y	$ 97.74	$ 85.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 100,000-199999	RN-ETP-C-199999-PPL1Y	$ 21.72	$ 18.90
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 100,000-199999	RN-ETP-C-199999-PPL2Y	$ 43.44	$ 37.79
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 100,000-199999	RN-ETP-C-199999-PPL3Y	$ 58.64	$ 51.02
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 100,000-199999	RN-ETP-C-199999-PPL4Y	$ 78.19	$ 68.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 100,000-199999	RN-ETP-C-199999-PPL5Y	$ 97.74	$ 85.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 100,000-199999	RN-ETP-C-199999-PTM1Y	$ 20.84	$ 18.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 100,000-199999	RN-ETP-C-199999-PTM2Y	$ 41.68	$ 36.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 100,000-199999	RN-ETP-C-199999-PTM3Y	$ 56.27	$ 48.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 100,000-199999	RN-ETP-C-199999-PTM4Y	$ 75.02	$ 65.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 100,000-199999	RN-ETP-C-199999-PTM5Y	$ 93.78	$ 81.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 100,000-199999	RN-ETP-C-199999-USG1Y	$ 20.84	$ 18.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 100,000-199999	RN-ETP-C-199999-USG2Y	$ 41.68	$ 36.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 100,000-199999	RN-ETP-C-199999-USG3Y	$ 56.27	$ 48.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 100,000-199999	RN-ETP-C-199999-USG4Y	$ 75.02	$ 65.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 100,000-199999	RN-ETP-C-199999-USG5Y	$ 93.78	$ 81.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 100,000-199999	RN-ETP-C-199999-USP1Y	$ 21.72	$ 18.90
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 100,000-199999	RN-ETP-C-199999-USP2Y	$ 43.44	$ 37.79
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 100,000-199999	RN-ETP-C-199999-USP3Y	$ 58.64	$ 51.02
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 100,000-199999	RN-ETP-C-199999-USP4Y	$ 78.19	$ 68.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 100,000-199999	RN-ETP-C-199999-USP5Y	$ 97.74	$ 85.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 200,000+	RN-ETP-C-200000+CAG1Y	$ 19.50	$ 16.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 200,000+	RN-ETP-C-200000+CAG2Y	$ 39.00	$ 33.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 200,000+	RN-ETP-C-200000+CAG3Y	$ 52.65	$ 45.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 200,000+	RN-ETP-C-200000+CAG4Y	$ 70.20	$ 61.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 200,000+	RN-ETP-C-200000+CAG5Y	$ 87.75	$ 76.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 200,000+	RN-ETP-C-200000+CAP1Y	$ 20.33	$ 17.69

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 200,000+	RN-ETP-C-200000+CAP2Y	$ 40.66	$ 35.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 200,000+	RN-ETP-C-200000+CAP3Y	$ 54.89	$ 47.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 200,000+	RN-ETP-C-200000+CAP4Y	$ 73.19	$ 63.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 200,000+	RN-ETP-C-200000+CAP5Y	$ 91.49	$ 79.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 200,000+	RN-ETP-C-200000+PPL1Y	$ 20.33	$ 17.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 200,000+	RN-ETP-C-200000+PPL2Y	$ 40.66	$ 35.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 200,000+	RN-ETP-C-200000+PPL3Y	$ 54.89	$ 47.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 200,000+	RN-ETP-C-200000+PPL4Y	$ 73.19	$ 63.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 200,000+	RN-ETP-C-200000+PPL5Y	$ 91.49	$ 79.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 200,000+	RN-ETP-C-200000+PTM1Y	$ 19.50	$ 16.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 200,000+	RN-ETP-C-200000+PTM2Y	$ 39.00	$ 33.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 200,000+	RN-ETP-C-200000+PTM3Y	$ 52.65	$ 45.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 200,000+	RN-ETP-C-200000+PTM4Y	$ 70.20	$ 61.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 200,000+	RN-ETP-C-200000+PTM5Y	$ 87.75	$ 76.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 200,000+	RN-ETP-C-200000+USG1Y	$ 19.50	$ 16.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 200,000+	RN-ETP-C-200000+USG2Y	$ 39.00	$ 33.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 200,000+	RN-ETP-C-200000+USG3Y	$ 52.65	$ 45.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 200,000+	RN-ETP-C-200000+USG4Y	$ 70.20	$ 61.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 200,000+	RN-ETP-C-200000+USG5Y	$ 87.75	$ 76.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 200,000+	RN-ETP-C-200000+USP1Y	$ 20.33	$ 17.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 200,000+	RN-ETP-C-200000+USP2Y	$ 40.66	$ 35.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 200,000+	RN-ETP-C-200000+USP3Y	$ 54.89	$ 47.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 200,000+	RN-ETP-C-200000+USP4Y	$ 73.19	$ 63.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 200,000+	RN-ETP-C-200000+USP5Y	$ 91.49	$ 79.60
FireEye	Online Web Training-30-day access to eLearning, self-paced, course on Email Threat Prevention Cloud Deployment	EDU-OWT-BSC-ETP	$ 295.00	$ 256.65
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 1-249	ETP-000249-PPL1Y	$ 74.52	$ 64.83
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 1-249	ETP-000249-PPL2Y	$ 149.04	$ 129.66
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 1-249	ETP-000249-PPL3Y	$ 201.20	$ 175.04
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 1-249	ETP-000249-PPL4Y	$ 268.27	$ 233.39
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 1-249	ETP-000249-PPL5Y	$ 335.34	$ 291.75
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 1-249	ETP-000249-USP1Y	$ 74.52	$ 64.83
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 1-249	ETP-000249-USP2Y	$ 149.04	$ 129.66
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 1-249	ETP-000249-USP3Y	$ 201.20	$ 175.04
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 1-249	ETP-000249-USP4Y	$ 268.27	$ 233.39
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 1-249	ETP-000249-USP5Y	$ 335.34	$ 291.75
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 250-499	ETP-000499-PPL1Y	$ 61.52	$ 53.52
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 250-499	ETP-000499-PPL2Y	$ 123.04	$ 107.04
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 250-499	ETP-000499-PPL3Y	$ 166.10	$ 144.51
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 250-499	ETP-000499-PPL4Y	$ 221.47	$ 192.68
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 250-499	ETP-000499-PPL5Y	$ 276.84	$ 240.85
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 250-499	ETP-000499-USP1Y	$ 61.52	$ 53.52
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 250-499	ETP-000499-USP2Y	$ 123.04	$ 107.04
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 250-499	ETP-000499-USP3Y	$ 166.10	$ 144.51
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 250-499	ETP-000499-USP4Y	$ 221.47	$ 192.68
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 250-499	ETP-000499-USP5Y	$ 276.84	$ 240.85
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 500-749	ETP-000749-PPL1Y	$ 52.77	$ 45.91
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 500-749	ETP-000749-PPL2Y	$ 105.54	$ 91.82
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 500-749	ETP-000749-PPL3Y	$ 142.48	$ 123.96
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 500-749	ETP-000749-PPL4Y	$ 189.97	$ 165.27

FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 500-749	ETP-000749-PPL5Y	$ 237.47	$ 206.60
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 500-749	ETP-000749-USP1Y	$ 52.77	$ 45.91
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 500-749	ETP-000749-USP2Y	$ 105.54	$ 91.82
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 500-749	ETP-000749-USP3Y	$ 142.48	$ 123.96
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 500-749	ETP-000749-USP4Y	$ 189.97	$ 165.27
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 500-749	ETP-000749-USP5Y	$ 237.47	$ 206.60
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 750-999	ETP-000999-PPL1Y	$ 44.32	$ 38.56
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 750-999	ETP-000999-PPL2Y	$ 88.64	$ 77.12
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 750-999	ETP-000999-PPL3Y	$ 119.66	$ 104.10
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 750-999	ETP-000999-PPL4Y	$ 159.55	$ 138.81
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 750-999	ETP-000999-PPL5Y	$ 199.44	$ 173.51
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 750-999	ETP-000999-USP1Y	$ 44.32	$ 38.56
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 750-999	ETP-000999-USP2Y	$ 88.64	$ 77.12
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 750-999	ETP-000999-USP3Y	$ 119.66	$ 104.10
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 750-999	ETP-000999-USP4Y	$ 159.55	$ 138.81
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 750-999	ETP-000999-USP5Y	$ 199.44	$ 173.51
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 1,000-1999	ETP-001999-PPL1Y	$ 40.20	$ 34.97
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 1,000-1999	ETP-001999-PPL2Y	$ 80.40	$ 69.95
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 1,000-1999	ETP-001999-PPL3Y	$ 108.54	$ 94.43
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 1,000-1999	ETP-001999-PPL4Y	$ 144.72	$ 125.91
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 1,000-1999	ETP-001999-PPL5Y	$ 180.90	$ 157.38
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 1,000-1999	ETP-001999-USP1Y	$ 40.20	$ 34.97
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 1,000-1999	ETP-001999-USP2Y	$ 80.40	$ 69.95
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 1,000-1999	ETP-001999-USP3Y	$ 108.54	$ 94.43
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 1,000-1999	ETP-001999-USP4Y	$ 144.72	$ 125.91
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 1,000-1999	ETP-001999-USP5Y	$ 180.90	$ 157.38
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 2,000-4999	ETP-004999-PPL1Y	$ 36.59	$ 31.83
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 2,000-4999	ETP-004999-PPL2Y	$ 73.18	$ 63.67
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 2,000-4999	ETP-004999-PPL3Y	$ 98.79	$ 85.95
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 2,000-4999	ETP-004999-PPL4Y	$ 131.72	$ 114.60
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 2,000-4999	ETP-004999-PPL5Y	$ 164.66	$ 143.25
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 2,000-4999	ETP-004999-USP1Y	$ 36.59	$ 31.83
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 2,000-4999	ETP-004999-USP2Y	$ 73.18	$ 63.67
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 2,000-4999	ETP-004999-USP3Y	$ 98.79	$ 85.95
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 2,000-4999	ETP-004999-USP4Y	$ 131.72	$ 114.60
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 2,000-4999	ETP-004999-USP5Y	$ 164.66	$ 143.25
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 5,000-9999	ETP-009999-PPL1Y	$ 32.59	$ 28.35
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 5,000-9999	ETP-009999-PPL2Y	$ 65.18	$ 56.71
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 5,000-9999	ETP-009999-PPL3Y	$ 87.99	$ 76.55
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 5,000-9999	ETP-009999-PPL4Y	$ 117.32	$ 102.07
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 5,000-9999	ETP-009999-PPL5Y	$ 146.66	$ 127.59
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 5,000-9999	ETP-009999-USP1Y	$ 32.59	$ 28.35
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 5,000-9999	ETP-009999-USP2Y	$ 65.18	$ 56.71
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 5,000-9999	ETP-009999-USP3Y	$ 87.99	$ 76.55
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 5,000-9999	ETP-009999-USP4Y	$ 117.32	$ 102.07
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 5,000-9999	ETP-009999-USP5Y	$ 146.66	$ 127.59
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 10,000-19999	ETP-019999-PPL1Y	$ 28.13	$ 24.47
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 10,000-19999	ETP-019999-PPL2Y	$ 56.26	$ 48.95
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 10,000-19999	ETP-019999-PPL3Y	$ 75.95	$ 66.08

FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 10,000-19999	ETP-019999-PPL4Y	$ 101.27	$ 88.10
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 10,000-19999	ETP-019999-PPL5Y	$ 126.59	$ 110.13
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 10,000-19999	ETP-019999-USP1Y	$ 28.13	$ 24.47
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 10,000-19999	ETP-019999-USP2Y	$ 56.26	$ 48.95
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 10,000-19999	ETP-019999-USP3Y	$ 75.95	$ 66.08
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 10,000-19999	ETP-019999-USP4Y	$ 101.27	$ 88.10
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 10,000-19999	ETP-019999-USP5Y	$ 126.59	$ 110.13
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 20,000-49999	ETP-049999-PPL1Y	$ 26.53	$ 23.08
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 20,000-49999	ETP-049999-PPL2Y	$ 53.06	$ 46.16
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 20,000-49999	ETP-049999-PPL3Y	$ 71.63	$ 62.32
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 20,000-49999	ETP-049999-PPL4Y	$ 95.51	$ 83.09
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 20,000-49999	ETP-049999-PPL5Y	$ 119.39	$ 103.87
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 20,000-49999	ETP-049999-USP1Y	$ 26.53	$ 23.08
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 20,000-49999	ETP-049999-USP2Y	$ 53.06	$ 46.16
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 20,000-49999	ETP-049999-USP3Y	$ 71.63	$ 62.32
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 20,000-49999	ETP-049999-USP4Y	$ 95.51	$ 83.09
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 20,000-49999	ETP-049999-USP5Y	$ 119.39	$ 103.87
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 50,000-74999	ETP-074999-PPL1Y	$ 23.96	$ 20.85
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 50,000-74999	ETP-074999-PPL2Y	$ 47.92	$ 41.69
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 50,000-74999	ETP-074999-PPL3Y	$ 64.69	$ 56.28
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 50,000-74999	ETP-074999-PPL4Y	$ 86.26	$ 75.05
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 50,000-74999	ETP-074999-PPL5Y	$ 107.82	$ 93.80
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 50,000-74999	ETP-074999-USP1Y	$ 23.96	$ 20.85
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 50,000-74999	ETP-074999-USP2Y	$ 47.92	$ 41.69
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 50,000-74999	ETP-074999-USP3Y	$ 64.69	$ 56.28
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 50,000-74999	ETP-074999-USP4Y	$ 86.26	$ 75.05
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 50,000-74999	ETP-074999-USP5Y	$ 107.82	$ 93.80
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 75,000-99999	ETP-099999-PPL1Y	$ 20.72	$ 18.03
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 75,000-99999	ETP-099999-PPL2Y	$ 41.44	$ 36.05
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 75,000-99999	ETP-099999-PPL3Y	$ 55.94	$ 48.67
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 75,000-99999	ETP-099999-PPL4Y	$ 74.59	$ 64.89
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 75,000-99999	ETP-099999-PPL5Y	$ 93.24	$ 81.12
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 75,000-99999	ETP-099999-USP1Y	$ 20.72	$ 18.03
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 75,000-99999	ETP-099999-USP2Y	$ 41.44	$ 36.05
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 75,000-99999	ETP-099999-USP3Y	$ 55.94	$ 48.67
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 75,000-99999	ETP-099999-USP4Y	$ 74.59	$ 64.89
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 75,000-99999	ETP-099999-USP5Y	$ 93.24	$ 81.12
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 100,000-199999	ETP-199999-PPL1Y	$ 18.22	$ 15.85
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 100,000-199999	ETP-199999-PPL2Y	$ 36.44	$ 31.70
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 100,000-199999	ETP-199999-PPL3Y	$ 49.19	$ 42.80
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 100,000-199999	ETP-199999-PPL4Y	$ 65.59	$ 57.06
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 100,000-199999	ETP-199999-PPL5Y	$ 81.99	$ 71.33
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 100,000-199999	ETP-199999-USP1Y	$ 18.22	$ 15.85
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 100,000-199999	ETP-199999-USP2Y	$ 36.44	$ 31.70
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 100,000-199999	ETP-199999-USP3Y	$ 49.19	$ 42.80
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 100,000-199999	ETP-199999-USP4Y	$ 65.59	$ 57.06
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 100,000-199999	ETP-199999-USP5Y	$ 81.99	$ 71.33
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 200,000+	ETP-200000+PPL1Y	$ 17.20	$ 14.96
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 200,000+	ETP-200000+PPL2Y	$ 34.40	$ 29.93

FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 200,000+	ETP-200000+PPL3Y	$ 46.44	$ 40.40
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 200,000+	ETP-200000+PPL4Y	$ 61.92	$ 53.87
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 200,000+	ETP-200000+PPL5Y	$ 77.40	$ 67.34
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 200,000+	ETP-200000+USP1Y	$ 17.20	$ 14.96
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 200,000+	ETP-200000+USP2Y	$ 34.40	$ 29.93
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 200,000+	ETP-200000+USP3Y	$ 46.44	$ 40.40
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 200,000+	ETP-200000+USP4Y	$ 61.92	$ 53.87
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 200,000+	ETP-200000+USP5Y	$ 77.40	$ 67.34
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 1-249	RN-ETP-000249-PPL1Y	$ 74.52	$ 64.83
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 1-249	RN-ETP-000249-PPL2Y	$ 149.04	$ 129.66
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 1-249	RN-ETP-000249-PPL3Y	$ 201.20	$ 175.04
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 1-249	RN-ETP-000249-PPL4Y	$ 268.27	$ 233.39
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 1-249	RN-ETP-000249-USP1Y	$ 74.52	$ 64.83
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 1-249	RN-ETP-000249-USP2Y	$ 149.04	$ 129.66
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 1-249	RN-ETP-000249-USP3Y	$ 201.20	$ 175.04
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 1-249	RN-ETP-000249-USP4Y	$ 268.27	$ 233.39
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 250-499	RN-ETP-000499-PPL1Y	$ 61.52	$ 53.52
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 250-499	RN-ETP-000499-PPL2Y	$ 123.04	$ 107.04
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 250-499	RN-ETP-000499-PPL3Y	$ 166.10	$ 144.51
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 250-499	RN-ETP-000499-PPL4Y	$ 221.47	$ 192.68
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 250-499	RN-ETP-000499-USP1Y	$ 61.52	$ 53.52
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 250-499	RN-ETP-000499-USP2Y	$ 123.04	$ 107.04
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 250-499	RN-ETP-000499-USP3Y	$ 166.10	$ 144.51
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 250-499	RN-ETP-000499-USP4Y	$ 221.47	$ 192.68
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 500-749	RN-ETP-000749-PPL1Y	$ 52.77	$ 45.91
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 500-749	RN-ETP-000749-PPL2Y	$ 105.54	$ 91.82
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 500-749	RN-ETP-000749-PPL3Y	$ 142.48	$ 123.96
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 500-749	RN-ETP-000749-PPL4Y	$ 189.97	$ 165.27
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 500-749	RN-ETP-000749-USP1Y	$ 52.77	$ 45.91
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 500-749	RN-ETP-000749-USP2Y	$ 105.54	$ 91.82
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 500-749	RN-ETP-000749-USP3Y	$ 142.48	$ 123.96
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 500-749	RN-ETP-000749-USP4Y	$ 189.97	$ 165.27
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 750-999	RN-ETP-000999-PPL1Y	$ 44.32	$ 38.56
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 750-999	RN-ETP-000999-PPL2Y	$ 88.64	$ 77.12
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 750-999	RN-ETP-000999-PPL3Y	$ 119.66	$ 104.10
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 750-999	RN-ETP-000999-PPL4Y	$ 159.55	$ 138.81
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 750-999	RN-ETP-000999-USP1Y	$ 44.32	$ 38.56
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 750-999	RN-ETP-000999-USP2Y	$ 88.64	$ 77.12
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 750-999	RN-ETP-000999-USP3Y	$ 119.66	$ 104.10
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 750-999	RN-ETP-000999-USP4Y	$ 159.55	$ 138.81
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 1,000-1999	RN-ETP-001999-PPL1Y	$ 40.20	$ 34.97
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 1,000-1999	RN-ETP-001999-PPL2Y	$ 80.40	$ 69.95
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 1,000-1999	RN-ETP-001999-PPL3Y	$ 108.54	$ 94.43
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 1,000-1999	RN-ETP-001999-PPL4Y	$ 144.72	$ 125.91
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 1,000-1999	RN-ETP-001999-USP1Y	$ 40.20	$ 34.97
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 1,000-1999	RN-ETP-001999-USP2Y	$ 80.40	$ 69.95
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 1,000-1999	RN-ETP-001999-USP3Y	$ 108.54	$ 94.43
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 1,000-1999	RN-ETP-001999-USP4Y	$ 144.72	$ 125.91
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 2,000-4999	RN-ETP-004999-PPL1Y	$ 36.59	$ 31.83

FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 2,000-4999	RN-ETP-004999-PPL2Y	$ 73.18	$ 63.67
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 2,000-4999	RN-ETP-004999-PPL3Y	$ 98.79	$ 85.95
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 2,000-4999	RN-ETP-004999-PPL4Y	$ 131.72	$ 114.60
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 2,000-4999	RN-ETP-004999-USP1Y	$ 36.59	$ 31.83
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 2,000-4999	RN-ETP-004999-USP2Y	$ 73.18	$ 63.67
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 2,000-4999	RN-ETP-004999-USP3Y	$ 98.79	$ 85.95
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 2,000-4999	RN-ETP-004999-USP4Y	$ 131.72	$ 114.60
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 5,000-9999	RN-ETP-009999-PPL1Y	$ 32.59	$ 28.35
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 5,000-9999	RN-ETP-009999-PPL2Y	$ 65.18	$ 56.71
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 5,000-9999	RN-ETP-009999-PPL3Y	$ 87.99	$ 76.55
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 5,000-9999	RN-ETP-009999-PPL4Y	$ 117.32	$ 102.07
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 5,000-9999	RN-ETP-009999-USP1Y	$ 32.59	$ 28.35
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 5,000-9999	RN-ETP-009999-USP2Y	$ 65.18	$ 56.71
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 5,000-9999	RN-ETP-009999-USP3Y	$ 87.99	$ 76.55
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 5,000-9999	RN-ETP-009999-USP4Y	$ 117.32	$ 102.07
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 10,000-19999	RN-ETP-019999-PPL1Y	$ 28.13	$ 24.47
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 10,000-19999	RN-ETP-019999-PPL2Y	$ 56.26	$ 48.95
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 10,000-19999	RN-ETP-019999-PPL3Y	$ 75.95	$ 66.08
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 10,000-19999	RN-ETP-019999-PPL4Y	$ 101.27	$ 88.10
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 10,000-19999	RN-ETP-019999-USP1Y	$ 28.13	$ 24.47
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 10,000-19999	RN-ETP-019999-USP2Y	$ 56.26	$ 48.95
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 10,000-19999	RN-ETP-019999-USP3Y	$ 75.95	$ 66.08
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 10,000-19999	RN-ETP-019999-USP4Y	$ 101.27	$ 88.10
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 20,000-49999	RN-ETP-049999-PPL1Y	$ 26.53	$ 23.08
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 20,000-49999	RN-ETP-049999-PPL2Y	$ 53.06	$ 46.16
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 20,000-49999	RN-ETP-049999-PPL3Y	$ 71.63	$ 62.32
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 20,000-49999	RN-ETP-049999-PPL4Y	$ 95.51	$ 83.09
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 20,000-49999	RN-ETP-049999-USP1Y	$ 26.53	$ 23.08
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 20,000-49999	RN-ETP-049999-USP2Y	$ 53.06	$ 46.16
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 20,000-49999	RN-ETP-049999-USP3Y	$ 71.63	$ 62.32
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 20,000-49999	RN-ETP-049999-USP4Y	$ 95.51	$ 83.09
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 50,000-74999	RN-ETP-074999-PPL1Y	$ 23.96	$ 20.85
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 50,000-74999	RN-ETP-074999-PPL2Y	$ 47.92	$ 41.69
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 50,000-74999	RN-ETP-074999-PPL3Y	$ 64.69	$ 56.28
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 50,000-74999	RN-ETP-074999-PPL4Y	$ 86.26	$ 75.05
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 50,000-74999	RN-ETP-074999-USP1Y	$ 23.96	$ 20.85
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 50,000-74999	RN-ETP-074999-USP2Y	$ 47.92	$ 41.69
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 50,000-74999	RN-ETP-074999-USP3Y	$ 64.69	$ 56.28
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 50,000-74999	RN-ETP-074999-USP4Y	$ 86.26	$ 75.05
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 75,000-99999	RN-ETP-099999-PPL1Y	$ 20.72	$ 18.03
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 75,000-99999	RN-ETP-099999-PPL2Y	$ 41.44	$ 36.05
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 75,000-99999	RN-ETP-099999-PPL3Y	$ 55.94	$ 48.67
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 75,000-99999	RN-ETP-099999-PPL4Y	$ 74.59	$ 64.89
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 75,000-99999	RN-ETP-099999-USP1Y	$ 20.72	$ 18.03
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 75,000-99999	RN-ETP-099999-USP2Y	$ 41.44	$ 36.05
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 75,000-99999	RN-ETP-099999-USP3Y	$ 55.94	$ 48.67
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 75,000-99999	RN-ETP-099999-USP4Y	$ 74.59	$ 64.89
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 100,000-199999	RN-ETP-199999-PPL1Y	$ 18.22	$ 15.85
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 100,000-199999	RN-ETP-199999-PPL2Y	$ 36.44	$ 31.70

FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 100,000-199999	RN-ETP-199999-PPL3Y	$ 49.19	$ 42.80
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 100,000-199999	RN-ETP-199999-PPL4Y	$ 65.59	$ 57.06
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 100,000-199999	RN-ETP-199999-USP1Y	$ 18.22	$ 15.85
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 100,000-199999	RN-ETP-199999-USP2Y	$ 36.44	$ 31.70
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 100,000-199999	RN-ETP-199999-USP3Y	$ 49.19	$ 42.80
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 100,000-199999	RN-ETP-199999-USP4Y	$ 65.59	$ 57.06
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 200,000+	RN-ETP-200000+PPL1Y	$ 17.20	$ 14.96
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 200,000+	RN-ETP-200000+PPL2Y	$ 34.40	$ 29.93
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 200,000+	RN-ETP-200000+PPL3Y	$ 46.44	$ 40.40
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 200,000+	RN-ETP-200000+PPL4Y	$ 61.92	$ 53.87
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 200,000+	RN-ETP-200000+USP1Y	$ 17.20	$ 14.96
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 200,000+	RN-ETP-200000+USP2Y	$ 34.40	$ 29.93
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 200,000+	RN-ETP-200000+USP3Y	$ 46.44	$ 40.40
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 200,000+	RN-ETP-200000+USP4Y	$ 61.92	$ 53.87
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 1-249	RN-ETP-000249-PTM2Y	$ 116.64	$ 101.48
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 1-249	RN-ETP-000249-USG2Y	$ 116.64	$ 101.48
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 250-499	RN-ETP-000499-PTM2Y	$ 96.30	$ 83.78
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 250-499	RN-ETP-000499-USG2Y	$ 96.30	$ 83.78
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 500-749	RN-ETP-000749-PTM2Y	$ 82.60	$ 71.86
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 500-749	RN-ETP-000749-USG2Y	$ 82.60	$ 71.86
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 750-999	RN-ETP-000999-PTM2Y	$ 69.38	$ 60.36
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 750-999	RN-ETP-000999-USG2Y	$ 69.38	$ 60.36
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 1,000-1999	RN-ETP-001999-PTM2Y	$ 62.92	$ 54.74
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 1,000-1999	RN-ETP-001999-USG2Y	$ 62.92	$ 54.74
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 2,000-4999	RN-ETP-004999-PTM2Y	$ 57.28	$ 49.83
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 2,000-4999	RN-ETP-004999-USG2Y	$ 57.28	$ 49.83
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 5,000-9999	RN-ETP-009999-PTM2Y	$ 51.02	$ 44.39
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 5,000-9999	RN-ETP-009999-USG2Y	$ 51.02	$ 44.39
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 10,000-19999	RN-ETP-019999-PTM2Y	$ 44.04	$ 38.31
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 10,000-19999	RN-ETP-019999-USG2Y	$ 44.04	$ 38.31
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 20,000-49999	RN-ETP-049999-PTM2Y	$ 41.52	$ 36.12
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 20,000-49999	RN-ETP-049999-USG2Y	$ 41.52	$ 36.12
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 50,000-74999	RN-ETP-074999-PTM2Y	$ 37.50	$ 32.63
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 50,000-74999	RN-ETP-074999-USG2Y	$ 37.50	$ 32.63
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 75,000-99999	RN-ETP-099999-PTM2Y	$ 32.44	$ 28.22
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 75,000-99999	RN-ETP-099999-USG2Y	$ 32.44	$ 28.22
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 100,000-199999	RN-ETP-199999-PTM2Y	$ 28.52	$ 24.81
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 100,000-199999	RN-ETP-199999-USG2Y	$ 28.52	$ 24.81
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 200,000+	RN-ETP-200000+PTM2Y	$ 26.92	$ 23.42
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 200,000+	RN-ETP-200000+USG2Y	$ 26.92	$ 23.42
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Platinum Support 1 Year	ETP-C-PROMO-PTM1Y	$ 25.00	$ 21.75
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Plat Prio Plus Support 1 Year	ETP-C-PROMO-PPL1Y	$ 26.06	$ 22.67
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Gov CA 1 Year	ETP-C-PROMO-CAG1Y	$ 25.00	$ 21.75
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Gov CA Plat Prio Plus 1 Year	ETP-C-PROMO-CAP1Y	$ 26.06	$ 22.67
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Gov US 1 Year	ETP-C-PROMO-USG1Y	$ 25.00	$ 21.75
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Gov US Plat Prio Plus 1 Year	ETP-C-PROMO-USP1Y	$ 26.06	$ 22.67
FireEye	Professional services custom SKU	PS-OS-CUST	Call for quote	#VALUE!
FireEye	Onsite professional services - includes FTE for 5 days a week for 6 months of services - No travel included - if travel is required please include travel SKU.	PS-OS-LTSER	$ 192,000.00	$ 174,720.00
FireEye	Onsite professional services - includes 40 hrs of services, 4 hrs of proj mgmt AND travel expenses within country. Any travel out of country will require th	PS-OS-T	$ 15,040.00	$ 13,686.40

FireEye	Professional services travel SKU	PS-OS-TRAVEL	$ 500.00	$ 455.00
FireEye	Online Web Training-FireEye Product Overview	EDU-OWT-BSC-OV	$ -	$ -
FireEye	Managed Defense Continuous Vigilance 1 Year 1-249	MDCV-002491Y	$ 1,296.00	$ 1,127.52
FireEye	Managed Defense Continuous Vigilance 2 Year 1-249	MDCV-002492Y	$ 2,592.00	$ 2,255.04
FireEye	Managed Defense Continuous Vigilance 3 Year 1-249	MDCV-002493Y	$ 3,888.00	$ 3,382.56
FireEye	Managed Defense Continuous Vigilance 4 Year 1-249	MDCV-002494Y	$ 5,184.00	$ 4,510.08
FireEye	Managed Defense Continuous Vigilance 5 Year 1-249	MDCV-002495Y	$ 6,480.00	$ 5,637.60
FireEye	Managed Defense Continuous Vigilance 1 Year 250-499	MDCV-004991Y	$ 656.54	$ 571.19
FireEye	Managed Defense Continuous Vigilance 2 Year 250-499	MDCV-004992Y	$ 1,313.08	$ 1,142.38
FireEye	Threat Analytics Platform-Basic Jumpstart-5 Days	PS-TAP-JS-B	$ 35,000.00	$ 30,450.00
FireEye	EVL Threat Analytics Platform Adv Intel Platinum	EVL-TAP	$ -	$ -
FireEye	Managed Defense Continuous Vigilance 3 Year 250-499	MDCV-004993Y	$ 1,969.62	$ 1,713.57
FireEye	Managed Defense Continuous Vigilance 4 Year 250-499	MDCV-004994Y	$ 2,626.16	$ 2,284.76
FireEye	Managed Defense Continuous Vigilance 5 Year 250-499	MDCV-004995Y	$ 3,282.70	$ 2,855.95
FireEye	Managed Defense Continuous Vigilance 1 Year 500-999	MDCV-009991Y	$ 334.80	$ 291.28
FireEye	Managed Defense Continuous Vigilance 2 Year 500-999	MDCV-009992Y	$ 669.60	$ 582.55
FireEye	Managed Defense Continuous Vigilance 3 Year 500-999	MDCV-009993Y	$ 1,004.40	$ 873.83
FireEye	Managed Defense Continuous Vigilance 4 Year 500-999	MDCV-009994Y	$ 1,339.20	$ 1,165.10
FireEye	Managed Defense Continuous Vigilance 5 Year 500-999	MDCV-009995Y	$ 1,674.00	$ 1,456.38
FireEye	Managed Defense Continuous Vigilance 1 Year 1000-1999	MDCV-019991Y	$ 179.28	$ 155.97
FireEye	Managed Defense Continuous Vigilance 2 Year 1000-1999	MDCV-019992Y	$ 358.56	$ 311.95
FireEye	Managed Defense Continuous Vigilance 3 Year 1000-1999	MDCV-019993Y	$ 537.84	$ 467.92
FireEye	Managed Defense Continuous Vigilance 4 Year 1000-1999	MDCV-019994Y	$ 717.12	$ 623.89
FireEye	Managed Defense Continuous Vigilance 5 Year 1000-1999	MDCV-019995Y	$ 896.40	$ 779.87
FireEye	Managed Defense Continuous Vigilance 1 Year 2000-4999	MDCV-049991Y	$ 79.49	$ 69.16
FireEye	Managed Defense Continuous Vigilance 2 Year 2000-4999	MDCV-049992Y	$ 158.98	$ 138.31
FireEye	Managed Defense Continuous Vigilance 3 Year 2000-4999	MDCV-049993Y	$ 238.47	$ 207.47
FireEye	Managed Defense Continuous Vigilance 4 Year 2000-4999	MDCV-049994Y	$ 317.96	$ 276.63
FireEye	Managed Defense Continuous Vigilance 5 Year 2000-4999	MDCV-049995Y	$ 397.45	$ 345.78
FireEye	Managed Defense Continuous Vigilance 1 Year 5000-9999	MDCV-099991Y	$ 62.64	$ 54.50
FireEye	Managed Defense Continuous Vigilance 2 Year 5000-9999	MDCV-099992Y	$ 125.28	$ 108.99
FireEye	Managed Defense Continuous Vigilance 3 Year 5000-9999	MDCV-099993Y	$ 187.92	$ 163.49
FireEye	Managed Defense Continuous Vigilance 4 Year 5000-9999	MDCV-099994Y	$ 250.56	$ 217.99
FireEye	Managed Defense Continuous Vigilance 5 Year 5000-9999	MDCV-099995Y	$ 313.20	$ 272.48
FireEye	Managed Defense Continuous Vigilance 1 Year 100K-149999	MDCV-1499991Y	$ 23.04	$ 20.04
FireEye	Managed Defense Continuous Vigilance 2 Year 100K-149999	MDCV-1499992Y	$ 46.08	$ 40.09
FireEye	Managed Defense Continuous Vigilance 3 Year 100K-149999	MDCV-1499993Y	$ 69.12	$ 60.13
FireEye	Managed Defense Continuous Vigilance 4 Year 100K-149999	MDCV-1499994Y	$ 92.16	$ 80.18
FireEye	Managed Defense Continuous Vigilance 5 Year 100K-149999	MDCV-1499995Y	$ 115.20	$ 100.22
FireEye	Managed Defense Continuous Vigilance 1 Year 10000-19999	MDCV-199991Y	$ 47.41	$ 41.25
FireEye	Managed Defense Continuous Vigilance 2 Year 10000-19999	MDCV-199992Y	$ 94.82	$ 82.49
FireEye	Managed Defense Continuous Vigilance 3 Year 10000-19999	MDCV-199993Y	$ 142.23	$ 123.74
FireEye	Managed Defense Continuous Vigilance 4 Year 10000-19999	MDCV-199994Y	$ 189.64	$ 164.99
FireEye	Managed Defense Continuous Vigilance 5 Year 10000-19999	MDCV-199995Y	$ 237.05	$ 206.23
FireEye	Managed Defense Continuous Vigilance 1 Year 150,000-199,999	MDCV-1999991Y	$ 18.60	$ 16.18
FireEye	Managed Defense Continuous Vigilance 2 Year 150,000-199,999	MDCV-1999992Y	$ 37.20	$ 32.36
FireEye	Managed Defense Continuous Vigilance 3 Year 150,000-199,999	MDCV-1999993Y	$ 55.80	$ 48.55
FireEye	Managed Defense Continuous Vigilance 4 Year 150,000-199,999	MDCV-1999994Y	$ 74.40	$ 64.73
FireEye	Managed Defense Continuous Vigilance 5 Year 150,000-199,999	MDCV-1999995Y	$ 93.00	$ 80.91

FireEye	Managed Defense Continuous Vigilance 1 Year 200,000+	MDCV-200000+1Y	$ 15.40	$ 13.40
FireEye	Managed Defense Continuous Vigilance 2 Year 200,000+	MDCV-200000+2Y	$ 30.80	$ 26.80
FireEye	Managed Defense Continuous Vigilance 3 Year 200,000+	MDCV-200000+3Y	$ 46.20	$ 40.19
FireEye	Managed Defense Continuous Vigilance 4 Year 200,000+	MDCV-200000+4Y	$ 61.60	$ 53.59
FireEye	Managed Defense Continuous Vigilance 5 Year 200,000+	MDCV-200000+5Y	$ 77.00	$ 66.99
FireEye	Managed Defense Continuous Vigilance 1 Year 20000-39999	MDCV-399991Y	$ 41.00	$ 35.67
FireEye	Managed Defense Continuous Vigilance 2 Year 20000-39999	MDCV-399992Y	$ 82.00	$ 71.34
FireEye	Managed Defense Continuous Vigilance 3 Year 20000-39999	MDCV-399993Y	$ 123.00	$ 107.01
FireEye	Managed Defense Continuous Vigilance 4 Year 20000-39999	MDCV-399994Y	$ 164.00	$ 142.68
FireEye	Managed Defense Continuous Vigilance 5 Year 20000-39999	MDCV-399995Y	$ 205.00	$ 178.35
FireEye	Managed Defense Continuous Vigilance 1 Year 40000-59999	MDCV-599991Y	$ 36.00	$ 31.32
FireEye	Managed Defense Continuous Vigilance 2 Year 40000-59999	MDCV-599992Y	$ 72.00	$ 62.64
FireEye	Managed Defense Continuous Vigilance 3 Year 40000-59999	MDCV-599993Y	$ 108.00	$ 93.96
FireEye	Managed Defense Continuous Vigilance 4 Year 40000-59999	MDCV-599994Y	$ 144.00	$ 125.28
FireEye	Managed Defense Continuous Vigilance 5 Year 40000-59999	MDCV-599995Y	$ 180.00	$ 156.60
FireEye	Managed Defense Continuous Vigilance 1 Year 60000-79999	MDCV-799991Y	$ 30.00	$ 26.10
FireEye	Managed Defense Continuous Vigilance 2 Year 60000-79999	MDCV-799992Y	$ 60.00	$ 52.20
FireEye	Managed Defense Continuous Vigilance 3 Year 60000-79999	MDCV-799993Y	$ 90.00	$ 78.30
FireEye	Managed Defense Continuous Vigilance 4 Year 60000-79999	MDCV-799994Y	$ 120.00	$ 104.40
FireEye	Managed Defense Continuous Vigilance 5 Year 60000-79999	MDCV-799995Y	$ 150.00	$ 130.50
FireEye	Managed Defense Continuous Vigilance 1 Year 80000-99999	MDCV-999991Y	$ 26.72	$ 23.25
FireEye	Managed Defense Continuous Vigilance 2 Year 80000-99999	MDCV-999992Y	$ 53.44	$ 46.49
FireEye	Managed Defense Continuous Vigilance 3 Year 80000-99999	MDCV-999993Y	$ 80.16	$ 69.74
FireEye	Managed Defense Continuous Vigilance 4 Year 80000-99999	MDCV-999994Y	$ 106.88	$ 92.99
FireEye	Managed Defense Continuous Vigilance 5 Year 80000-99999	MDCV-999995Y	$ 133.60	$ 116.23
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 1-249	RN-MDCV-002491Y	$ 1,296.00	$ 1,127.52
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 1-249	RN-MDCV-002492Y	$ 2,592.00	$ 2,255.04
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 1-249	RN-MDCV-002493Y	$ 3,888.00	$ 3,382.56
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 1-249	RN-MDCV-002494Y	$ 5,184.00	$ 4,510.08
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 250-499	RN-MDCV-004991Y	$ 656.64	$ 571.28
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 250-499	RN-MDCV-004992Y	$ 1,313.28	$ 1,142.55
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 250-499	RN-MDCV-004993Y	$ 1,969.92	$ 1,713.83
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 250-499	RN-MDCV-004994Y	$ 2,626.56	$ 2,285.11
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 500-999	RN-MDCV-009991Y	$ 334.80	$ 291.28
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 500-999	RN-MDCV-009992Y	$ 669.60	$ 582.55
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 500-999	RN-MDCV-009993Y	$ 1,004.40	$ 873.83
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 500-999	RN-MDCV-009994Y	$ 1,339.20	$ 1,165.10
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 1000-1999	RN-MDCV-019991Y	$ 179.28	$ 155.97
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 1000-1999	RN-MDCV-019992Y	$ 358.56	$ 311.95
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 1000-1999	RN-MDCV-019993Y	$ 537.84	$ 467.92
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 1000-1999	RN-MDCV-019994Y	$ 717.12	$ 623.89
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 2000-4999	RN-MDCV-049991Y	$ 79.49	$ 69.16
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 2000-4999	RN-MDCV-049992Y	$ 158.98	$ 138.31
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 2000-4999	RN-MDCV-049993Y	$ 238.47	$ 207.47
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 2000-4999	RN-MDCV-049994Y	$ 317.96	$ 276.63
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 5000-9999	RN-MDCV-099991Y	$ 62.64	$ 54.50
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 5000-9999	RN-MDCV-099992Y	$ 125.28	$ 108.99
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 5000-9999	RN-MDCV-099993Y	$ 187.92	$ 163.49
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 5000-9999	RN-MDCV-099994Y	$ 250.56	$ 217.99

FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 100K-149999	RN-MDCV-1499991Y	$ 23.04	$ 20.04
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 100K-149999	RN-MDCV-1499992Y	$ 46.08	$ 40.09
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 100K-149999	RN-MDCV-1499993Y	$ 69.12	$ 60.13
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 100K-149999	RN-MDCV-1499994Y	$ 92.16	$ 80.18
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 10000-19999	RN-MDCV-199991Y	$ 47.41	$ 41.25
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 10000-19999	RN-MDCV-199992Y	$ 94.82	$ 82.49
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 10000-19999	RN-MDCV-199993Y	$ 142.23	$ 123.74
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 10000-19999	RN-MDCV-199994Y	$ 189.64	$ 164.99
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 150,000-199,999	RN-MDCV-1999991Y	$ 18.60	$ 16.18
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 150,000-199,999	RN-MDCV-1999992Y	$ 37.20	$ 32.36
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 150,000-199,999	RN-MDCV-1999993Y	$ 55.80	$ 48.55
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 150,000-199,999	RN-MDCV-1999994Y	$ 74.40	$ 64.73
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 200,000+	RN-MDCV-200000+1Y	$ 15.40	$ 13.40
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 200,000+	RN-MDCV-200000+2Y	$ 30.80	$ 26.80
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 200,000+	RN-MDCV-200000+3Y	$ 46.20	$ 40.19
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 200,000+	RN-MDCV-200000+4Y	$ 61.60	$ 53.59
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 20000-39999	RN-MDCV-399991Y	$ 41.00	$ 35.67
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 20000-39999	RN-MDCV-399992Y	$ 82.00	$ 71.34
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 20000-39999	RN-MDCV-399993Y	$ 123.00	$ 107.01
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 20000-39999	RN-MDCV-399994Y	$ 164.00	$ 142.68
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 40000-59999	RN-MDCV-599991Y	$ 36.00	$ 31.32
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 40000-59999	RN-MDCV-599992Y	$ 72.00	$ 62.64
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 40000-59999	RN-MDCV-599993Y	$ 108.00	$ 93.96
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 40000-59999	RN-MDCV-599994Y	$ 144.00	$ 125.28
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 60000-79999	RN-MDCV-799991Y	$ 30.00	$ 26.10
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 60000-79999	RN-MDCV-799992Y	$ 60.00	$ 52.20
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 60000-79999	RN-MDCV-799994Y	$ 120.00	$ 104.40
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 80000-99999	RN-MDCV-999991Y	$ 26.72	$ 23.25
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 80000-99999	RN-MDCV-999992Y	$ 53.44	$ 46.49
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 80000-99999	RN-MDCV-999993Y	$ 80.16	$ 69.74
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 80000-99999	RN-MDCV-999994Y	$ 106.88	$ 92.99
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 60000-79999	RN-MDCV-799993Y	$ 90.00	$ 78.30
FireEye	PX 004S Managed Defense Appliance Tech Enabler Bundle	MD-004SPX-TE-BDL	$ 7,000.00	$ 6,090.00
FireEye	PX 2040ESS48 Managed Defense Appliance Tech Enabler	MD-2040ESS48PX-TE-BDL	$ 40,000.00	$ 34,800.00
FireEye	Up to 3 days of services including installation of up to 4 total components (e.g. HX, DMZ, NX, PX) and transition to the FaaS team. Fixed price engageme	CS-FaaS-JS-B	$ 9,000.00	$ 7,830.00
FireEye	Up to 5 days of services including installation of up to 6 total components (e.g. HX, DMZ, NX, PX) and transition to the FaaS team. Fixed price engageme	CS-FaaS-JS-ADV	$ 15,000.00	$ 13,050.00
FireEye	Eval - Mobile Threat Prevention - Application Analysis - 1 Year	EVL-MC-AA	$ -	$ -
FireEye	Eval - Mobile Threat Prevention - API (100 devices) - 1 Year	EVL-MC-MS	$ -	$ -
FireEye	Mobile Threat Prevention - Application Analysis Admin Addon (5 admins) - 1 Year	MC-AA-ADM-1Y	$ 5,000.00	$ 4,350.00
FireEye	Mobile Threat Prevention - Application Analysis Admin Addon (5 admins) - 2 Year	MC-AA-ADM-2Y	$ 10,000.00	$ 8,700.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 1 Year	MC-AA1Y-CAG	$ 20,000.00	$ 17,400.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 1 Year	MC-AA1Y-CAP	$ 21,000.00	$ 18,270.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 1 Year	MC-AA1Y-PLT	$ 20,000.00	$ 17,400.00
FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 1 Year	MC-AA1Y-PPL	$ 21,000.00	$ 18,270.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 1 Year	MC-AA1Y-USG	$ 20,000.00	$ 17,400.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 1 Year	MC-AA1Y-USP	$ 21,000.00	$ 18,270.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 2 Year	MC-AA2Y-CAG	$ 40,000.00	$ 34,800.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 2 Year	MC-AA2Y-CAP	$ 42,000.00	$ 36,540.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 2 Year	MC-AA2Y-PLT	$ 40,000.00	$ 34,800.00

FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 2 Year	MC-AA2Y-PPL	$ 42,000.00	$ 36,540.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 2 Year	MC-AA2Y-USG	$ 40,000.00	$ 34,800.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 2 Year	MC-AA2Y-USP	$ 42,000.00	$ 36,540.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 3 Year	MC-AA3Y-CAG	$ 48,000.00	$ 41,760.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 3 Year	MC-AA3Y-CAP	$ 50,400.00	$ 43,848.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 3 Year	MC-AA3Y-PLT	$ 48,000.00	$ 41,760.00
FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 3 Year	MC-AA3Y-PPL	$ 50,400.00	$ 43,848.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 3 Year	MC-AA3Y-USG	$ 48,000.00	$ 41,760.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 3 Year	MC-AA3Y-USP	$ 50,400.00	$ 43,848.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 4 Year	MC-AA4Y-CAG	$ 64,000.00	$ 55,680.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 4 Year	MC-AA4Y-CAP	$ 67,200.00	$ 58,464.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 4 Year	MC-AA4Y-PLT	$ 64,000.00	$ 55,680.00
FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 4 Year	MC-AA4Y-PPL	$ 67,200.00	$ 58,464.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 4 Year	MC-AA4Y-USG	$ 64,000.00	$ 55,680.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 4 Year	MC-AA4Y-USP	$ 67,200.00	$ 58,464.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 5 Year	MC-AA5Y-CAG	$ 80,000.00	$ 69,600.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 5 Year	MC-AA5Y-CAP	$ 84,000.00	$ 73,080.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 5 Year	MC-AA5Y-PLT	$ 80,000.00	$ 69,600.00
FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 5 Year	MC-AA5Y-PPL	$ 84,000.00	$ 73,080.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 5 Year	MC-AA5Y-USG	$ 80,000.00	$ 69,600.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 5 Year	MC-AA5Y-USP	$ 84,000.00	$ 73,080.00
FireEye	Mobile Threat Prevention - API 1 Year 100-499	MC-MS-000499-1Y	$ 99.00	$ 86.13
FireEye	Mobile Threat Prevention - API 2 Year 100-499	MC-MS-000499-2Y	$ 198.00	$ 172.26
FireEye	Mobile Threat Prevention - API 3 Year 100-499	MC-MS-000499-3Y	$ 260.00	$ 226.20
FireEye	Mobile Threat Prevention - API 4 Year 100-499	MC-MS-000499-4Y	$ 340.00	$ 295.80
FireEye	Mobile Threat Prevention - API 5 Year 100-499	MC-MS-000499-5Y	$ 430.00	$ 374.10
FireEye	Mobile Threat Prevention - API 1 Year 500-999	MC-MS-000999-1Y	$ 88.00	$ 76.56
FireEye	Mobile Threat Prevention - API 2 Year 500-999	MC-MS-000999-2Y	$ 176.00	$ 153.12
FireEye	Mobile Threat Prevention - API 3 Year 500-999	MC-MS-000999-3Y	$ 230.00	$ 200.10
FireEye	Mobile Threat Prevention - API 4 Year 500-999	MC-MS-000999-4Y	$ 300.00	$ 261.00
FireEye	Mobile Threat Prevention - API 5 Year 500-999	MC-MS-000999-5Y	$ 380.00	$ 330.60
FireEye	Mobile Threat Prevention - API 1 Year 1K-1999	MC-MS-001999-1Y	$ 79.00	$ 68.73
FireEye	Mobile Threat Prevention - API 2 Year 1K-1999	MC-MS-001999-2Y	$ 158.00	$ 137.46
FireEye	Mobile Threat Prevention - API 3 Year 1K-1999	MC-MS-001999-3Y	$ 210.00	$ 182.70
FireEye	Mobile Threat Prevention - API 4 Year 1K-1999	MC-MS-001999-4Y	$ 270.00	$ 234.90
FireEye	Mobile Threat Prevention - API 5 Year 1K-1999	MC-MS-001999-5Y	$ 340.00	$ 295.80
FireEye	Mobile Threat Prevention - API 1 Year 2K-4999	MC-MS-004999-1Y	$ 71.00	$ 61.77
FireEye	Mobile Threat Prevention - API 2 Year 2K-4999	MC-MS-004999-2Y	$ 142.00	$ 123.54
FireEye	Mobile Threat Prevention - API 3 Year 2K-4999	MC-MS-004999-3Y	$ 190.00	$ 165.30
FireEye	Mobile Threat Prevention - API 4 Year 2K-4999	MC-MS-004999-4Y	$ 250.00	$ 217.50
FireEye	Mobile Threat Prevention - API 5 Year 2K-4999	MC-MS-004999-5Y	$ 310.00	$ 269.70
FireEye	Mobile Threat Prevention - API 1 Year 5K-9999	MC-MS-009999-1Y	$ 63.00	$ 54.81
FireEye	Mobile Threat Prevention - API 2 Year 5K-9999	MC-MS-009999-2Y	$ 126.00	$ 109.62
FireEye	Mobile Threat Prevention - API 3 Year 5K-9999	MC-MS-009999-3Y	$ 170.00	$ 147.90
FireEye	Mobile Threat Prevention - API 4 Year 5K-9999	MC-MS-009999-4Y	$ 220.00	$ 191.40
FireEye	Mobile Threat Prevention - API 5 Year 5K-9999	MC-MS-009999-5Y	$ 270.00	$ 234.90
FireEye	Mobile Threat Prevention - API 1 Year 10K-19999	MC-MS-019999-1Y	$ 56.00	$ 48.72
FireEye	Mobile Threat Prevention - API 2 Year 10K-19999	MC-MS-019999-2Y	$ 112.00	$ 97.44
FireEye	Mobile Threat Prevention - API 3 Year 10K-19999	MC-MS-019999-3Y	$ 150.00	$ 130.50

FireEye	Mobile Threat Prevention - API 4 Year 10K-19999	MC-MS-019999-4Y	$ 200.00	$ 174.00
FireEye	Mobile Threat Prevention - API 5 Year 10K-19999	MC-MS-019999-5Y	$ 240.00	$ 208.80
FireEye	Mobile Threat Prevention - API 1 Year 20K-49999	MC-MS-049999-1Y	$ 50.00	$ 43.50
FireEye	Mobile Threat Prevention - API 2 Year 20K-49999	MC-MS-049999-2Y	$ 100.00	$ 87.00
FireEye	Mobile Threat Prevention - API 3 Year 20K-49999	MC-MS-049999-3Y	$ 130.00	$ 113.10
FireEye	Mobile Threat Prevention - API 4 Year 20K-49999	MC-MS-049999-4Y	$ 170.00	$ 147.90
FireEye	Mobile Threat Prevention - API 5 Year 20K-49999	MC-MS-049999-5Y	$ 220.00	$ 191.40
FireEye	Mobile Threat Prevention - API 1 Year 50K-74999	MC-MS-074999-1Y	$ 45.00	$ 39.15
FireEye	Mobile Threat Prevention - API 2 Year 50K-74999	MC-MS-074999-2Y	$ 90.00	$ 78.30
FireEye	Mobile Threat Prevention - API 3 Year 50K-74999	MC-MS-074999-3Y	$ 120.00	$ 104.40
FireEye	Mobile Threat Prevention - API 4 Year 50K-74999	MC-MS-074999-4Y	$ 160.00	$ 139.20
FireEye	Mobile Threat Prevention - API 5 Year 50K-74999	MC-MS-074999-5Y	$ 200.00	$ 174.00
FireEye	Mobile Threat Prevention - API 1 Year 75K-99999	MC-MS-099999-1Y	$ 40.00	$ 34.80
FireEye	Mobile Threat Prevention - API 2 Year 75K-99999	MC-MS-099999-2Y	$ 80.00	$ 69.60
FireEye	Mobile Threat Prevention - API 3 Year 75K-99999	MC-MS-099999-3Y	$ 110.00	$ 95.70
FireEye	Mobile Threat Prevention - API 4 Year 75K-99999	MC-MS-099999-4Y	$ 140.00	$ 121.80
FireEye	Mobile Threat Prevention - API 5 Year 75K-99999	MC-MS-099999-5Y	$ 170.00	$ 147.90
FireEye	Mobile Threat Prevention - API 1 Year 100000+	MC-MS-100000+-1Y	$ 36.00	$ 31.32
FireEye	Mobile Threat Prevention - API 2 Year 100000+	MC-MS-100000+-2Y	$ 72.00	$ 62.64
FireEye	Mobile Threat Prevention - API 3 Year 100000+	MC-MS-100000+-3Y	$ 100.00	$ 87.00
FireEye	Mobile Threat Prevention - API 4 Year 100000+	MC-MS-100000+-4Y	$ 130.00	$ 113.10
FireEye	Mobile Threat Prevention - API 5 Year 100000+	MC-MS-100000+-5Y	$ 160.00	$ 139.20
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA 1 Year	RN-MC-AA1Y-CAG	$ 20,000.00	$ 17,400.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 1 Year	RN-MC-AA1Y-CAP	$ 21,000.00	$ 18,270.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Platinum 1 Year	RN-MC-AA1Y-PLT	$ 20,000.00	$ 17,400.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Plat Prio Plus 1 Year	RN-MC-AA1Y-PPL	$ 21,000.00	$ 18,270.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US 1 Year	RN-MC-AA1Y-USG	$ 20,000.00	$ 17,400.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 1 Year	RN-MC-AA1Y-USP	$ 21,000.00	$ 18,270.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA 2 Year	RN-MC-AA2Y-CAG	$ 40,000.00	$ 34,800.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 2 Year	RN-MC-AA2Y-CAP	$ 42,000.00	$ 36,540.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Platinum 2 Year	RN-MC-AA2Y-PLT	$ 40,000.00	$ 34,800.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Plat Prio Plus 2 Year	RN-MC-AA2Y-PPL	$ 42,000.00	$ 36,540.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US 2 Year	RN-MC-AA2Y-USG	$ 40,000.00	$ 34,800.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 2 Year	RN-MC-AA2Y-USP	$ 42,000.00	$ 36,540.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA 3 Year	RN-MC-AA3Y-CAG	$ 48,000.00	$ 41,760.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 3 Year	RN-MC-AA3Y-CAP	$ 50,400.00	$ 43,848.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Platinum 3 Year	RN-MC-AA3Y-PLT	$ 48,000.00	$ 41,760.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Plat Prio Plus 3 Year	RN-MC-AA3Y-PPL	$ 50,400.00	$ 43,848.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US 3 Year	RN-MC-AA3Y-USG	$ 48,000.00	$ 41,760.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 3 Year	RN-MC-AA3Y-USP	$ 50,400.00	$ 43,848.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA 4 Year	RN-MC-AA4Y-CAG	$ 64,000.00	$ 55,680.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 4 Year	RN-MC-AA4Y-CAP	$ 67,200.00	$ 58,464.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Platinum 4 Year	RN-MC-AA4Y-PLT	$ 64,000.00	$ 55,680.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Plat Prio Plus 4 Year	RN-MC-AA4Y-PPL	$ 67,200.00	$ 58,464.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US 4 Year	RN-MC-AA4Y-USG	$ 64,000.00	$ 55,680.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 4 Year	RN-MC-AA4Y-USP	$ 67,200.00	$ 58,464.00
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 100-499	RN-MC-MS-000499-1Y	$ 99.00	$ 86.13
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 100-499	RN-MC-MS-000499-2Y	$ 260.00	$ 226.20
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 100-499	RN-MC-MS-000499-3Y	$ 340.00	$ 295.80

FireEye	Renewal-Mobile Threat Prevention - API 4 Year 100-499	RN-MC-MS-000499-4Y	$ 430.00	$ 374.10
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 500-999	RN-MC-MS-000999-1Y	$ 88.00	$ 76.56
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 500-999	RN-MC-MS-000999-2Y	$ 230.00	$ 200.10
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 500-999	RN-MC-MS-000999-3Y	$ 300.00	$ 261.00
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 500-999	RN-MC-MS-000999-4Y	$ 380.00	$ 330.60
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 1K-1999	RN-MC-MS-001999-1Y	$ 79.00	$ 68.73
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 1K-1999	RN-MC-MS-001999-2Y	$ 210.00	$ 182.70
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 1K-1999	RN-MC-MS-001999-3Y	$ 270.00	$ 234.90
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 1K-1999	RN-MC-MS-001999-4Y	$ 340.00	$ 295.80
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 2K-4999	RN-MC-MS-004999-1Y	$ 71.00	$ 61.77
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 2K-4999	RN-MC-MS-004999-2Y	$ 190.00	$ 165.30
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 2K-4999	RN-MC-MS-004999-3Y	$ 250.00	$ 217.50
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 2K-4999	RN-MC-MS-004999-4Y	$ 310.00	$ 269.70
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 5K-9999	RN-MC-MS-009999-1Y	$ 63.00	$ 54.81
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 5K-9999	RN-MC-MS-009999-2Y	$ 170.00	$ 147.90
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 5K-9999	RN-MC-MS-009999-3Y	$ 220.00	$ 191.40
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 5K-9999	RN-MC-MS-009999-4Y	$ 270.00	$ 234.90
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 10K-19999	RN-MC-MS-019999-1Y	$ 56.00	$ 48.72
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 10K-19999	RN-MC-MS-019999-2Y	$ 150.00	$ 130.50
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 10K-19999	RN-MC-MS-019999-3Y	$ 200.00	$ 174.00
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 10K-19999	RN-MC-MS-019999-4Y	$ 240.00	$ 208.80
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 20K-49999	RN-MC-MS-049999-1Y	$ 50.00	$ 43.50
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 20K-49999	RN-MC-MS-049999-2Y	$ 130.00	$ 113.10
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 20K-49999	RN-MC-MS-049999-3Y	$ 170.00	$ 147.90
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 20K-49999	RN-MC-MS-049999-4Y	$ 220.00	$ 191.40
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 50K-74999	RN-MC-MS-074999-1Y	$ 45.00	$ 39.15
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 50K-74999	RN-MC-MS-074999-2Y	$ 120.00	$ 104.40
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 50K-74999	RN-MC-MS-074999-3Y	$ 160.00	$ 139.20
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 50K-74999	RN-MC-MS-074999-4Y	$ 200.00	$ 174.00
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 75K-99999	RN-MC-MS-099999-1Y	$ 40.00	$ 34.80
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 75K-99999	RN-MC-MS-099999-2Y	$ 110.00	$ 95.70
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 75K-99999	RN-MC-MS-099999-3Y	$ 140.00	$ 121.80
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 75K-99999	RN-MC-MS-099999-4Y	$ 170.00	$ 147.90
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 100000+	RN-MC-MS-100000+-1Y	$ 36.00	$ 31.32
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 100000+	RN-MC-MS-100000+-2Y	$ 100.00	$ 87.00
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 100000+	RN-MC-MS-100000+-3Y	$ 130.00	$ 113.10
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 100000+	RN-MC-MS-100000+-4Y	$ 160.00	$ 139.20
FireEye	MX 900 Appliance - Mobile Threat Prevention - Mobile Security Management	900MX-HW	$ 7,995.00	$ 6,955.65
FireEye	MX 900 Appliance Standby- Mobile Threat Prevention - Mobile Security Management	900MX-HWSB	$ 7,995.00	$ 6,955.65
FireEye	EVAL-MX 900 appliance - Mobile Threat Prevention - Mobile Security Management	EVL-900MX-HW	$ 1,450.00	$ 1,261.50
FireEye	POC-MX 900 appliance - Mobile Threat Prevention - Mobile Security Management	POC-900MX-HW	$ 1,450.00	$ 1,261.50
FireEye	Eval - Mobile Threat Prevention - Mobile Security Management 1 Year 100 devices	EVL-MC-MSM	$ -	$ -
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 100-499	MC-MSM-000499-1Y	$ 62.00	$ 53.94
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 100-499	MC-MSM-000499-2Y	$ 124.00	$ 107.88
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 100-499	MC-MSM-000499-3Y	$ 159.00	$ 138.33
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 100-499	MC-MSM-000499-4Y	$ 211.00	$ 183.57
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 100-499	MC-MSM-000499-5Y	$ 264.00	$ 229.68
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 500-999	MC-MSM-000999-1Y	$ 52.00	$ 45.24
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 500-999	MC-MSM-000999-2Y	$ 104.00	$ 90.48

FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 500-999	RN-MC-MSM-000999-2Y	$ 104.00	$ 90.48
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 500-999	MC-MSM-000999-3Y	$ 133.00	$ 115.71
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 500-999	MC-MSM-000999-4Y	$ 177.00	$ 153.99
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 500-999	MC-MSM-000999-5Y	$ 221.00	$ 192.27
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 1000-1999	MC-MSM-001999-1Y	$ 43.00	$ 37.41
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 1000-1999	MC-MSM-001999-2Y	$ 86.00	$ 74.82
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 1000-1999	MC-MSM-001999-3Y	$ 110.00	$ 95.70
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 1000-1999	MC-MSM-001999-4Y	$ 147.00	$ 127.89
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 1000-1999	MC-MSM-001999-5Y	$ 183.00	$ 159.21
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 2000-4999	MC-MSM-004999-1Y	$ 36.00	$ 31.32
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 2000-4999	MC-MSM-004999-2Y	$ 72.00	$ 62.64
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 2000-4999	MC-MSM-004999-3Y	$ 92.00	$ 80.04
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 2000-4999	MC-MSM-004999-4Y	$ 123.00	$ 107.01
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 2000-4999	MC-MSM-004999-5Y	$ 153.00	$ 133.11
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 5000-9999	MC-MSM-009999-1Y	$ 30.00	$ 26.10
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 5000-9999	MC-MSM-009999-2Y	$ 60.00	$ 52.20
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 5000-9999	MC-MSM-009999-3Y	$ 77.00	$ 66.99
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 5000-9999	MC-MSM-009999-4Y	$ 102.00	$ 88.74
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 5000-9999	MC-MSM-009999-5Y	$ 130.00	$ 113.10
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 10000-19999	MC-MSM-019999-1Y	$ 25.00	$ 21.75
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 10000-19999	MC-MSM-019999-2Y	$ 50.00	$ 43.50
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 10000-19999	MC-MSM-019999-3Y	$ 64.00	$ 55.68
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 10000-19999	MC-MSM-019999-4Y	$ 85.00	$ 73.95
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 10000-19999	MC-MSM-019999-5Y	$ 107.00	$ 93.09
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 20000-49999	MC-MSM-049999-1Y	$ 21.00	$ 18.27
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 20000-49999	MC-MSM-049999-2Y	$ 42.00	$ 36.54
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 20000-49999	MC-MSM-049999-3Y	$ 54.00	$ 46.98
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 20000-49999	MC-MSM-049999-4Y	$ 72.00	$ 62.64
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 20000-49999	MC-MSM-049999-5Y	$ 90.00	$ 78.30
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 50000-74999	MC-MSM-074999-1Y	$ 17.00	$ 14.79
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 50000-74999	MC-MSM-074999-2Y	$ 34.00	$ 29.58
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 50000-74999	MC-MSM-074999-3Y	$ 44.00	$ 38.28
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 50000-74999	MC-MSM-074999-4Y	$ 58.00	$ 50.46
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 50000-74999	MC-MSM-074999-5Y	$ 73.00	$ 63.51
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 75000-99999	MC-MSM-099999-1Y	$ 14.00	$ 12.18
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 75000-99999	MC-MSM-099999-2Y	$ 28.00	$ 24.36
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 75000-99999	MC-MSM-099999-3Y	$ 36.00	$ 31.32
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 75000-99999	MC-MSM-099999-4Y	$ 48.00	$ 41.76
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 75000-99999	MC-MSM-099999-5Y	$ 60.00	$ 52.20
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 100000+	MC-MSM-100000+1Y	$ 12.00	$ 10.44
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 100000+	MC-MSM-100000+2Y	$ 24.00	$ 20.88
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 100000+	MC-MSM-100000+3Y	$ 31.00	$ 26.97
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 100000+	MC-MSM-100000+4Y	$ 41.00	$ 35.67
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 100000+	MC-MSM-100000+5Y	$ 51.00	$ 44.37
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 100-499	RN-MC-MSM-000499-1Y	$ 62.00	$ 53.94
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 100-499	RN-MC-MSM-000499-2Y	$ 124.00	$ 107.88
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 100-499	RN-MC-MSM-000499-3Y	$ 159.00	$ 138.33
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 100-499	RN-MC-MSM-000499-4Y	$ 211.00	$ 183.57
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 100-499	RN-MC-MSM-000499-5Y	$ 264.00	$ 229.68

FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 500-999	RN-MC-MSM-000999-1Y	$ 52.00	$ 45.24
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 500-999	RN-MC-MSM-000999-3Y	$ 133.00	$ 115.71
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 500-999	RN-MC-MSM-000999-4Y	$ 177.00	$ 153.99
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 500-999	RN-MC-MSM-000999-5Y	$ 221.00	$ 192.27
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 1000-1999	RN-MC-MSM-001999-1Y	$ 43.00	$ 37.41
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 1000-1999	RN-MC-MSM-001999-2Y	$ 86.00	$ 74.82
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 1000-1999	RN-MC-MSM-001999-3Y	$ 110.00	$ 95.70
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 1000-1999	RN-MC-MSM-001999-4Y	$ 147.00	$ 127.89
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 1000-1999	RN-MC-MSM-001999-5Y	$ 183.00	$ 159.21
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 2000-4999	RN-MC-MSM-004999-1Y	$ 36.00	$ 31.32
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 2000-4999	RN-MC-MSM-004999-2Y	$ 72.00	$ 62.64
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 2000-4999	RN-MC-MSM-004999-3Y	$ 92.00	$ 80.04
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 2000-4999	RN-MC-MSM-004999-4Y	$ 123.00	$ 107.01
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 2000-4999	RN-MC-MSM-004999-5Y	$ 153.00	$ 133.11
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 5000-9999	RN-MC-MSM-009999-1Y	$ 30.00	$ 26.10
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 5000-9999	RN-MC-MSM-009999-2Y	$ 60.00	$ 52.20
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 5000-9999	RN-MC-MSM-009999-3Y	$ 77.00	$ 66.99
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 5000-9999	RN-MC-MSM-009999-4Y	$ 102.00	$ 88.74
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 5000-9999	RN-MC-MSM-009999-5Y	$ 130.00	$ 113.10
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 10000-19999	RN-MC-MSM-019999-1Y	$ 25.00	$ 21.75
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 10000-19999	RN-MC-MSM-019999-2Y	$ 50.00	$ 43.50
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 10000-19999	RN-MC-MSM-019999-3Y	$ 64.00	$ 55.68
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 10000-19999	RN-MC-MSM-019999-4Y	$ 85.00	$ 73.95
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 10000-19999	RN-MC-MSM-019999-5Y	$ 107.00	$ 93.09
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 20000-49999	RN-MC-MSM-049999-1Y	$ 21.00	$ 18.27
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 20000-49999	RN-MC-MSM-049999-2Y	$ 42.00	$ 36.54
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 20000-49999	RN-MC-MSM-049999-3Y	$ 54.00	$ 46.98
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 20000-49999	RN-MC-MSM-049999-4Y	$ 72.00	$ 62.64
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 20000-49999	RN-MC-MSM-049999-5Y	$ 90.00	$ 78.30
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 50000-74999	RN-MC-MSM-074999-1Y	$ 17.00	$ 14.79
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 50000-74999	RN-MC-MSM-074999-2Y	$ 34.00	$ 29.58
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 50000-74999	RN-MC-MSM-074999-3Y	$ 44.00	$ 38.28
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 50000-74999	RN-MC-MSM-074999-4Y	$ 58.00	$ 50.46
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 50000-74999	RN-MC-MSM-074999-5Y	$ 73.00	$ 63.51
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 75000-99999	RN-MC-MSM-099999-1Y	$ 14.00	$ 12.18
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 75000-99999	RN-MC-MSM-099999-2Y	$ 28.00	$ 24.36
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 75000-99999	RN-MC-MSM-099999-3Y	$ 36.00	$ 31.32
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 75000-99999	RN-MC-MSM-099999-4Y	$ 48.00	$ 41.76
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 75000-99999	RN-MC-MSM-099999-5Y	$ 60.00	$ 52.20
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 100000+	RN-MC-MSM-100000+1Y	$ 12.00	$ 10.44
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 100000+	RN-MC-MSM-100000+2Y	$ 24.00	$ 20.88
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 100000+	RN-MC-MSM-100000+3Y	$ 31.00	$ 26.97
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 100000+	RN-MC-MSM-100000+4Y	$ 41.00	$ 35.67
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 100000+	RN-MC-MSM-100000+5Y	$ 51.00	$ 44.37
FireEye	MX 900 Support Government CA 1 Year	900MX-CAG1Y	$ 1,600.00	$ 1,392.00
FireEye	MX 900 Support Government CA 2 Year	900MX-CAG2Y	$ 3,200.00	$ 2,784.00
FireEye	MX 900 Support Government CA 3 Year	900MX-CAG3Y	$ 3,840.00	$ 3,340.80
FireEye	MX 900 Support Government CA 4 Year	900MX-CAG4Y	$ 5,120.00	$ 4,454.40
FireEye	MX 900 Support Government CA 5 Year	900MX-CAG5Y	$ 6,400.00	$ 5,568.00

FireEye	MX 900 Support Government CA Priorioty Plus 1 Year	900MX-CAP1Y	$ 2,000.00	$ 1,740.00
FireEye	MX 900 Support Government CA Priorioty Plus 2 Year	900MX-CAP2Y	$ 4,000.00	$ 3,480.00
FireEye	MX 900 Support Government CA Priorioty Plus 3 Year	900MX-CAP3Y	$ 4,800.00	$ 4,176.00
FireEye	MX 900 Support Government CA Priorioty Plus 4 Year	900MX-CAP4Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Government CA Priorioty Plus 5 Year	900MX-CAP5Y	$ 8,000.00	$ 6,960.00
FireEye	MX 900 Support Platinum Priority Plus 1 Year	900MX-PPL1Y	$ 2,000.00	$ 1,740.00
FireEye	MX 900 Support Platinum Priority Plus 2 Year	900MX-PPL2Y	$ 4,000.00	$ 3,480.00
FireEye	MX 900 Support Platinum Priority Plus 3 Year	900MX-PPL3Y	$ 4,800.00	$ 4,176.00
FireEye	MX 900 Support Platinum Priority Plus 4 Year	900MX-PPL4Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Platinum Priority Plus 5 Year	900MX-PPL5Y	$ 8,000.00	$ 6,960.00
FireEye	MX 900 Support Platinum 1 Year	900MX-PTM1Y	$ 1,600.00	$ 1,392.00
FireEye	MX 900 Support Platinum 2 Year	900MX-PTM2Y	$ 3,200.00	$ 2,784.00
FireEye	MX 900 Support Platinum 3 Year	900MX-PTM3Y	$ 3,840.00	$ 3,340.80
FireEye	MX 900 Support Platinum 4 Year	900MX-PTM4Y	$ 5,120.00	$ 4,454.40
FireEye	MX 900 Support Platinum 5 Year	900MX-PTM5Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Government US 1 Year	900MX-USG1Y	$ 1,600.00	$ 1,392.00
FireEye	MX 900 Support Government US 2 Year	900MX-USG2Y	$ 3,200.00	$ 2,784.00
FireEye	MX 900 Support Government US 3 Year	900MX-USG3Y	$ 3,840.00	$ 3,340.80
FireEye	MX 900 Support Government US 4 Year	900MX-USG4Y	$ 5,120.00	$ 4,454.40
FireEye	MX 900 Support Government US 5 Year	900MX-USG5Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Government US Priorioty Plus 1 Year	900MX-USP1Y	$ 2,000.00	$ 1,740.00
FireEye	MX 900 Support Government US Priorioty Plus 2 Year	900MX-USP2Y	$ 4,000.00	$ 3,480.00
FireEye	MX 900 Support Government US Priorioty Plus 3 Year	900MX-USP3Y	$ 4,800.00	$ 4,176.00
FireEye	MX 900 Support Government US Priorioty Plus 4 Year	900MX-USP4Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Government US Priorioty Plus 5 Year	900MX-USP5Y	$ 8,000.00	$ 6,960.00
FireEye	Renewal MX 900 Support Government CA 1 Year	RN-900MX-CAG1Y	$ 1,600.00	$ 1,392.00
FireEye	Renewal MX 900 Support Government CA 2 Year	RN-900MX-CAG2Y	$ 3,200.00	$ 2,784.00
FireEye	Renewal MX 900 Support Government CA 3 Year	RN-900MX-CAG3Y	$ 3,840.00	$ 3,340.80
FireEye	Renewal MX 900 Support Government CA 4 Year	RN-900MX-CAG4Y	$ 5,120.00	$ 4,454.40
FireEye	Renewal MX 900 Support Government CA 5 Year	RN-900MX-CAG5Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government CA Priorioty Plus 1 Year	RN-900MX-CAP1Y	$ 2,000.00	$ 1,740.00
FireEye	Renewal-MX 900 Support Government CA Priorioty Plus 2 Year	RN-900MX-CAP2Y	$ 4,000.00	$ 3,480.00
FireEye	Renewal MX 900 Support Government CA Priorioty Plus 3 Year	RN-900MX-CAP3Y	$ 4,800.00	$ 4,176.00
FireEye	Renewal MX 900 Support Government CA Priorioty Plus 4 Year	RN-900MX-CAP4Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government CA Priorioty Plus 5 Year	RN-900MX-CAP5Y	$ 8,000.00	$ 6,960.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 1 Year	RN-900MX-PPL1Y	$ 2,000.00	$ 1,740.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 2 Year	RN-900MX-PPL2Y	$ 4,000.00	$ 3,480.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 3 Year	RN-900MX-PPL3Y	$ 4,800.00	$ 4,176.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 4 Year	RN-900MX-PPL4Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 5 Year	RN-900MX-PPL5Y	$ 8,000.00	$ 6,960.00
FireEye	Renewal MX 900 Support Platinum 1 Year	RN-900MX-PTM1Y	$ 1,600.00	$ 1,392.00
FireEye	Renewal MX 900 Support Platinum 2 Year	RN-900MX-PTM2Y	$ 3,200.00	$ 2,784.00
FireEye	Renewal MX 900 Support Platinum 3 Year	RN-900MX-PTM3Y	$ 3,840.00	$ 3,340.80
FireEye	Renewal MX 900 Support Platinum 4 Year	RN-900MX-PTM4Y	$ 5,120.00	$ 4,454.40
FireEye	Renewal MX 900 Support Platinum 5 Year	RN-900MX-PTM5Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government US 1 Year	RN-900MX-USG1Y	$ 1,600.00	$ 1,392.00
FireEye	Renewal MX 900 Support Government US 2 Year	RN-900MX-USG2Y	$ 3,200.00	$ 2,784.00
FireEye	Renewal MX 900 Support Government US 3 Year	RN-900MX-USG3Y	$ 3,840.00	$ 3,340.80
FireEye	Renewal MX 900 Support Government US 4 Year	RN-900MX-USG4Y	$ 5,120.00	$ 4,454.40

FireEye	Renewal MX 900 Support Government US 5 Year	RN-900MX-USG5Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government US Priorioty Plus 1 Year	RN-900MX-USP1Y	$ 2,000.00	$ 1,740.00
FireEye	Renewal-MX 900 Support Government US Priorioty Plus 2 Year	RN-900MX-USP2Y	$ 4,000.00	$ 3,480.00
FireEye	Renewal MX 900 Support Government US Priorioty Plus 3 Year	RN-900MX-USP3Y	$ 4,800.00	$ 4,176.00
FireEye	Renewal MX 900 Support Government US Priorioty Plus 4 Year	RN-900MX-USP4Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government US Priorioty Plus 5 Year	RN-900MX-USP5Y	$ 8,000.00	$ 6,960.00
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 1 Year	UP-900MX-GAG2PP1Y	$ 400.00	$ 348.00
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 2 Year	UP-900MX-GAG2PP2Y	$ 800.00	$ 696.00
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 3 Year	UP-900MX-GAG2PP3Y	$ 960.00	$ 835.20
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 4 Year	UP-900MX-GAG2PP4Y	$ 1,280.00	$ 1,113.60
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 5 Year	UP-900MX-GAG2PP5Y	$ 1,600.00	$ 1,392.00
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 1 Year	UP-900MX-PTM2PPP1Y	$ 400.00	$ 348.00
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 2 Year	UP-900MX-PTM2PPP2Y	$ 800.00	$ 696.00
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 3 Year	UP-900MX-PTM2PPP3Y	$ 960.00	$ 835.20
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 4 Year	UP-900MX-PTM2PPP4Y	$ 1,280.00	$ 1,113.60
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 5 Year	UP-900MX-PTM2PPP5Y	$ 1,600.00	$ 1,392.00
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus1 Year	UP-900MX-USG2PP1Y	$ 400.00	$ 348.00
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus2 Year	UP-900MX-USG2PP2Y	$ 800.00	$ 696.00
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus3 Year	UP-900MX-USG2PP3Y	$ 960.00	$ 835.20
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus4 Year	UP-900MX-USG2PP4Y	$ 1,280.00	$ 1,113.60
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus5 Year	UP-900MX-USG2PP5Y	$ 1,600.00	$ 1,392.00
FireEye	MX 8400 Appliance/Server - Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	8400MX-HW	$ 64,995.00	$ 56,545.65
FireEye	MX 8400 Appliance/Server Standby- Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	8400MX-HWSB	$ 64,995.00	$ 56,545.65
FireEye	EVAL-MX 8400 appliance/Server - Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	EVL-8400MX-HW	$ 13,000.00	$ 11,310.00
FireEye	POC-MX 8400 appliance/Server - Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	POC-8400MX-HW	$ 13,000.00	$ 11,310.00
FireEye	MX 8400 Support Government CA 1 Year	8400MX-CAG1Y	$ 23,400.00	$ 20,358.00
FireEye	MX 8400 Support Government CA 2 Year	8400MX-CAG2Y	$ 32,760.00	$ 28,501.20
FireEye	MX 8400 Support Government CA 3 Year	8400MX-CAG3Y	$ 39,312.00	$ 34,201.44
FireEye	MX 8400 Support Government CA 4 Year	8400MX-CAG4Y	$ 52,416.00	$ 45,601.92
FireEye	MX 8400 Support Government CA 5 Year	8400MX-CAG5Y	$ 46,800.00	$ 40,716.00
FireEye	MX 8400 Support Government CA Priorioty Plus 1 Year	8400MX-CAP1Y	$ 19,434.00	$ 16,907.58
FireEye	MX 8400 Support Government CA Priorioty Plus 2 Year	8400MX-CAP2Y	$ 41,858.00	$ 36,416.46
FireEye	MX 8400 Support Government CA Priorioty Plus 3 Year	8400MX-CAP3Y	$ 46,642.00	$ 40,578.54
FireEye	MX 8400 Support Government CA Priorioty Plus 4 Year	8400MX-CAP4Y	$ 95,674.00	$ 83,236.38
FireEye	MX 8400 Support Government CA Priorioty Plus 5 Year	8400MX-CAP5Y	$ 119,592.00	$ 104,045.04
FireEye	MX 8400 Support Platinum Priority Plus 1 Year	8400MX-PPL1Y	$ 14,949.00	$ 13,005.63
FireEye	MX 8400 Support Platinum Priority Plus 2 Year	8400MX-PPL2Y	$ 29,898.00	$ 26,011.26
FireEye	MX 8400 Support Platinum Priority Plus 3 Year	8400MX-PPL3Y	$ 35,878.00	$ 31,213.86
FireEye	MX 8400 Support Platinum Priority Plus 4 Year	8400MX-PPL4Y	$ 47,837.00	$ 41,618.19
FireEye	MX 8400 Support Platinum Priority Plus 5 Year	8400MX-PPL5Y	$ 59,796.00	$ 52,022.52
FireEye	MX 8400 Support Platinum 1 Year	8400MX-PTM1Y	$ 11,700.00	$ 10,179.00
FireEye	MX 8400 Support Platinum 2 Year	8400MX-PTM2Y	$ 23,400.00	$ 20,358.00
FireEye	MX 8400 Support Platinum 3 Year	8400MX-PTM3Y	$ 28,080.00	$ 24,429.60
FireEye	MX 8400 Support Platinum 4 Year	8400MX-PTM4Y	$ 37,440.00	$ 32,572.80
FireEye	MX 8400 Support Platinum 5 Year	8400MX-PTM5Y	$ 46,800.00	$ 40,716.00
FireEye	MX 8400 Support Government US 1 Year	8400MX-USG1Y	$ 15,210.00	$ 13,232.70
FireEye	MX 8400 Support Government US 2 Year	8400MX-USG2Y	$ 23,400.00	$ 20,358.00
FireEye	MX 8400 Support Government US 3 Year	8400MX-USG3Y	$ 36,504.00	$ 31,758.48
FireEye	MX 8400 Support Government US 4 Year	8400MX-USG4Y	$ 48,672.00	$ 42,344.64

FireEye	MX 8400 Support Government US 5 Year	8400MX-USG5Y	$ 60,840.00	$ 52,930.80
FireEye	MX 8400 Support Government US Priorioty Plus 1 Year	8400MX-USP1Y	$ 20,929.00	$ 18,208.23
FireEye	MX 8400 Support Government US Priorioty Plus 2 Year	8400MX-USP2Y	$ 38,868.00	$ 33,815.16
FireEye	MX 8400 Support Government US Priorioty Plus 3 Year	8400MX-USP3Y	$ 46,642.00	$ 40,578.54
FireEye	MX 8400 Support Government US Priorioty Plus 4 Year	8400MX-USP4Y	$ 47,837.00	$ 41,618.19
FireEye	MX 8400 Support Government US Priorioty Plus 5 Year	8400MX-USP5Y	$ 83,715.00	$ 72,832.05
FireEye	Renewal MX 8400 Support Government CA 1 Year	RN-8400MX-CAG1Y	$ 15,210.00	$ 13,232.70
FireEye	Renewal MX 8400 Support Government CA 2 Year	RN-8400MX-CAG2Y	$ 23,400.00	$ 20,358.00
FireEye	Renewal MX 8400 Support Government CA 3 Year	RN-8400MX-CAG3Y	$ 28,080.00	$ 24,429.60
FireEye	Renewal MX 8400 Support Government CA 4 Year	RN-8400MX-CAG4Y	$ 74,880.00	$ 65,145.60
FireEye	Renewal MX 8400 Support Government CA 5 Year	RN-8400MX-CAG5Y	$ 93,600.00	$ 81,432.00
FireEye	Renewal MX 8400 Support Government CA Priorioty Plus 1 Year	RN-8400MX-CAP1Y	$ 19,434.00	$ 16,907.58
FireEye	Renewal-MX 8400 Support Government CA Priorioty Plus 2 Year	RN-8400MX-CAP2Y	$ 29,898.00	$ 26,011.26
FireEye	Renewal MX 8400 Support Government CA Priorioty Plus 3 Year	RN-8400MX-CAP3Y	$ 35,878.00	$ 31,213.86
FireEye	Renewal MX 8400 Support Government CA Priorioty Plus 4 Year	RN-8400MX-CAP4Y	$ 62,189.00	$ 54,104.43
FireEye	Renewal MX 8400 Support Government CA Priorioty Plus 5 Year	RN-8400MX-CAP5Y	$ 77,735.00	$ 67,629.45
FireEye	Renewal MX 8400 Support Platinum Priority Plus 1 Year	RN-8400MX-PPL1Y	$ 14,949.00	$ 13,005.63
FireEye	Renewal MX 8400 Support Platinum Priority Plus 2 Year	RN-8400MX-PPL2Y	$ 29,898.00	$ 26,011.26
FireEye	Renewal MX 8400 Support Platinum Priority Plus 3 Year	RN-8400MX-PPL3Y	$ 35,878.00	$ 31,213.86
FireEye	Renewal MX 8400 Support Platinum Priority Plus 4 Year	RN-8400MX-PPL4Y	$ 47,837.00	$ 41,618.19
FireEye	Renewal MX 8400 Support Platinum Priority Plus 5 Year	RN-8400MX-PPL5Y	$ 59,796.00	$ 52,022.52
FireEye	Renewal MX 8400 Support Platinum 1 Year	RN-8400MX-PTM1Y	$ 11,700.00	$ 10,179.00
FireEye	Renewal MX 8400 Support Platinum 2 Year	RN-8400MX-PTM2Y	$ 23,400.00	$ 20,358.00
FireEye	Renewal MX 8400 Support Platinum 3 Year	RN-8400MX-PTM3Y	$ 28,080.00	$ 24,429.60
FireEye	Renewal MX 8400 Support Platinum 4 Year	RN-8400MX-PTM4Y	$ 37,440.00	$ 32,572.80
FireEye	Renewal MX 8400 Support Platinum 5 Year	RN-8400MX-PTM5Y	$ 46,800.00	$ 40,716.00
FireEye	Renewal MX 8400 Support Government US 1 Year	RN-8400MX-USG1Y	$ 11,700.00	$ 10,179.00
FireEye	Renewal MX 8400 Support Government US 2 Year	RN-8400MX-USG2Y	$ 30,420.00	$ 26,465.40
FireEye	Renewal MX 8400 Support Government US 3 Year	RN-8400MX-USG3Y	$ 36,504.00	$ 31,758.48
FireEye	Renewal MX 8400 Support Government US 4 Year	RN-8400MX-USG4Y	$ 74,880.00	$ 65,145.60
FireEye	Renewal MX 8400 Support Government US 5 Year	RN-8400MX-USG5Y	$ 93,600.00	$ 81,432.00
FireEye	Renewal MX 8400 Support Government US Priorioty Plus 1 Year	RN-8400MX-USP1Y	$ 19,434.00	$ 16,907.58
FireEye	Renewal-MX 8400 Support Government US Priorioty Plus 2 Year	RN-8400MX-USP2Y	$ 38,868.00	$ 33,815.16
FireEye	Renewal MX 8400 Support Government US Priorioty Plus 3 Year	RN-8400MX-USP3Y	$ 35,878.00	$ 31,213.86
FireEye	Renewal MX 8400 Support Government US Priorioty Plus 4 Year	RN-8400MX-USP4Y	$ 62,189.00	$ 54,104.43
FireEye	Renewal MX 8400 Support Government US Priorioty Plus 5 Year	RN-8400MX-USP5Y	$ 83,715.00	$ 72,832.05
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 1 Year	UP-8400MX-GAG2PP1Y	$ 4,549.00	$ 3,957.63
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 2 Year	UP-8400MX-GAG2PP2Y	$ 8,448.00	$ 7,349.76
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 3 Year	UP-8400MX-GAG2PP3Y	$ 15,596.00	$ 13,568.52
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 4 Year	UP-8400MX-GAG2PP4Y	$ 20,794.00	$ 18,090.78
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 5 Year	UP-8400MX-GAG2PP5Y	$ 25,992.00	$ 22,613.04
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 1 Year	UP-8400MX-PTM2PPP1Y	$ 3,249.00	$ 2,826.63
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 2 Year	UP-8400MX-PTM2PPP2Y	$ 6,498.00	$ 5,653.26
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 3 Year	UP-8400MX-PTM2PPP3Y	$ 7,798.00	$ 6,784.26
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 4 Year	UP-8400MX-PTM2PPP4Y	$ 10,397.00	$ 9,045.39
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 5 Year	UP-8400MX-PTM2PPP5Y	$ 12,996.00	$ 11,306.52
FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus1 Year	UP-8400MX-USG2PP1Y	$ 3,249.00	$ 2,826.63
FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus2 Year	UP-8400MX-USG2PP2Y	$ 8,448.00	$ 7,349.76
FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus3 Year	UP-8400MX-USG2PP3Y	$ 7,798.00	$ 6,784.26

FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus4 Year	UP-8400MX-USG2PP4Y	$ 20,794.00	$ 18,090.78
FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus5 Year	UP-8400MX-USG2PP5Y	$ 16,895.00	$ 14,698.65
FireEye	Online Web Training-30-day access to eLearning, self-paced, course on Mobile Threat Prevention Cloud Deployment	EDU-OWT-BSC-MTP	$ 295.00	$ 256.65
FireEye	Eval - Mobile Threat Prevention - Mobile Security Management Cloud	EVL-MC-MSMC	$ -	$ -
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 100-499	MC-MSMC-000499-1Y	$ 62.00	$ 53.94
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 100-499	MC-MSMC-000499-2Y	$ 124.00	$ 107.88
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 100-499	MC-MSMC-000499-3Y	$ 167.40	$ 145.64
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 100-499	MC-MSMC-000499-4Y	$ 223.20	$ 194.18
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 100-499	MC-MSMC-000499-5Y	$ 279.00	$ 242.73
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 500-999	MC-MSMC-000999-1Y	$ 52.00	$ 45.24
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 500-999	MC-MSMC-000999-2Y	$ 104.00	$ 90.48
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 500-999	MC-MSMC-000999-3Y	$ 140.40	$ 122.15
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 500-999	MC-MSMC-000999-4Y	$ 187.20	$ 162.86
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 500-999	MC-MSMC-000999-5Y	$ 234.00	$ 203.58
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 1000-1999	MC-MSMC-001999-1Y	$ 43.00	$ 37.41
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 1000-1999	MC-MSMC-001999-2Y	$ 86.00	$ 74.82
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 1000-1999	MC-MSMC-001999-3Y	$ 116.10	$ 101.01
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 1000-1999	MC-MSMC-001999-4Y	$ 154.80	$ 134.68
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 1000-1999	MC-MSMC-001999-5Y	$ 193.50	$ 168.35
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 2000-4999	MC-MSMC-004999-1Y	$ 36.00	$ 31.32
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 2000-4999	MC-MSMC-004999-2Y	$ 72.00	$ 62.64
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 2000-4999	MC-MSMC-004999-3Y	$ 97.20	$ 84.56
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 2000-4999	MC-MSMC-004999-4Y	$ 129.60	$ 112.75
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 2000-4999	MC-MSMC-004999-5Y	$ 162.00	$ 140.94
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 5000-9999	MC-MSMC-009999-1Y	$ 30.00	$ 26.10
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 5000-9999	MC-MSMC-009999-2Y	$ 60.00	$ 52.20
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 5000-9999	MC-MSMC-009999-3Y	$ 81.00	$ 70.47
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 5000-9999	MC-MSMC-009999-4Y	$ 108.00	$ 93.96
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 5000-9999	MC-MSMC-009999-5Y	$ 135.00	$ 117.45
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 10000-19999	MC-MSMC-019999-1Y	$ 25.00	$ 21.75
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 10000-19999	MC-MSMC-019999-2Y	$ 50.00	$ 43.50
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 10000-19999	MC-MSMC-019999-3Y	$ 67.50	$ 58.73
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 10000-19999	MC-MSMC-019999-4Y	$ 90.00	$ 78.30
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 10000-19999	MC-MSMC-019999-5Y	$ 112.50	$ 97.88
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 20000-49999	MC-MSMC-049999-1Y	$ 21.00	$ 18.27
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 20000-49999	MC-MSMC-049999-2Y	$ 42.00	$ 36.54
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 20000-49999	MC-MSMC-049999-3Y	$ 56.70	$ 49.33
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 20000-49999	MC-MSMC-049999-4Y	$ 75.60	$ 65.77
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 20000-49999	MC-MSMC-049999-5Y	$ 94.50	$ 82.22
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 50000-74999	MC-MSMC-074999-1Y	$ 17.00	$ 14.79
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 50000-74999	MC-MSMC-074999-2Y	$ 34.00	$ 29.58
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 50000-74999	MC-MSMC-074999-3Y	$ 45.90	$ 39.93
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 50000-74999	MC-MSMC-074999-4Y	$ 61.20	$ 53.24
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 50000-74999	MC-MSMC-074999-5Y	$ 76.50	$ 66.56
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 75000-99999	MC-MSMC-099999-1Y	$ 14.00	$ 12.18
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 75000-99999	MC-MSMC-099999-2Y	$ 28.00	$ 24.36
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 75000-99999	MC-MSMC-099999-3Y	$ 37.80	$ 32.89
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 75000-99999	MC-MSMC-099999-4Y	$ 50.40	$ 43.85
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 75000-99999	MC-MSMC-099999-5Y	$ 63.00	$ 54.81

FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 100000+	MC-MSMC-100000+1Y	$ 12.00	$ 10.44
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 100000+	MC-MSMC-100000+2Y	$ 24.00	$ 20.88
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 100000+	MC-MSMC-100000+3Y	$ 32.40	$ 28.19
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 100000+	MC-MSMC-100000+4Y	$ 43.20	$ 37.58
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 100000+	MC-MSMC-100000+5Y	$ 54.00	$ 46.98
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 100-499	RN-MC-MSMC-000499-1Y	$ 62.00	$ 53.94
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 100-499	RN-MC-MSMC-000499-2Y	$ 124.00	$ 107.88
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 100-499	RN-MC-MSMC-000499-3Y	$ 167.40	$ 145.64
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 100-499	RN-MC-MSMC-000499-4Y	$ 223.20	$ 194.18
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - Platinum	TAP-1KEPS-BD-1Y-P	$ 110,450.00	$ 96,091.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-BD-1Y-P	$ 118,988.00	$ 103,519.56
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - Platinum	TAP-5KEPS-BD-1Y-P	$ 121,208.00	$ 105,450.96
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - Platinum	TAP-10KEPS-BD-1Y-P	$ 148,132.00	$ 128,874.84
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - Platinum	TAP-15KEPS-BD-1Y-P	$ 222,198.00	$ 193,312.26
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - Platinum	TAP-20KEPS-BD-1Y-P	$ 265,078.00	$ 230,617.86
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - Platinum	TAP-25KEPS-BD-1Y-P	$ 314,780.00	$ 273,858.60
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - Platinum	TAP-30KEPS-BD-1Y-P	$ 377,736.00	$ 328,630.32
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - Platinum	TAP-35KEPS-BD-1Y-P	$ 440,692.00	$ 383,402.04
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - Platinum	TAP-40KEPS-BD-1Y-P	$ 503,648.00	$ 438,173.76
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - Platinum	TAP-45KEPS-BD-1Y-P	$ 566,604.00	$ 492,945.48
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - Platinum	TAP-50KEPS-BD-1Y-P	$ 629,560.00	$ 547,717.20
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - Platinum	TAP-55KEPS-BD-1Y-P	$ 692,516.00	$ 602,488.92
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - Platinum	TAP-60KEPS-BD-1Y-P	$ 755,472.00	$ 657,260.64
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - Platinum	TAP-65KEPS-BD-1Y-P	$ 818,428.00	$ 712,032.36
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - Platinum	TAP-70KEPS-BD-1Y-P	$ 881,384.00	$ 766,804.08
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - Platinum	TAP-75KEPS-BD-1Y-P	$ 944,340.00	$ 821,575.80
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - Platinum	TAP-80KEPS-BD-1Y-P	$ 1,007,296.00	$ 876,347.52
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - Platinum	TAP-1KEPS-BD-2Y-P	$ 220,900.00	$ 192,183.00
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-BD-2Y-P	$ 237,976.00	$ 207,039.12
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - Platinum	TAP-5KEPS-BD-2Y-P	$ 242,416.00	$ 210,901.92
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - Platinum	TAP-10KEPS-BD-2Y-P	$ 296,264.00	$ 257,749.68
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - Platinum	TAP-15KEPS-BD-2Y-P	$ 444,396.00	$ 386,624.52
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - Platinum	TAP-20KEPS-BD-2Y-P	$ 530,156.00	$ 461,235.72
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - Platinum	TAP-25KEPS-BD-2Y-P	$ 629,560.00	$ 547,717.20
FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - Platinum	TAP-30KEPS-BD-2Y-P	$ 755,472.00	$ 657,260.64
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - Platinum	TAP-35KEPS-BD-2Y-P	$ 881,384.00	$ 766,804.08
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - Platinum	TAP-40KEPS-BD-2Y-P	$ 1,007,296.00	$ 876,347.52
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - Platinum	TAP-45KEPS-BD-2Y-P	$ 1,133,208.00	$ 985,890.96
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - Platinum	TAP-50KEPS-BD-2Y-P	$ 1,259,120.00	$ 1,095,434.40
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - Platinum	TAP-55KEPS-BD-2Y-P	$ 1,385,032.00	$ 1,204,977.84
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - Platinum	TAP-60KEPS-BD-2Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - Platinum	TAP-65KEPS-BD-2Y-P	$ 1,636,856.00	$ 1,424,064.72
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - Platinum	TAP-70KEPS-BD-2Y-P	$ 1,762,768.00	$ 1,533,608.16
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - Platinum	TAP-75KEPS-BD-2Y-P	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - Platinum	TAP-80KEPS-BD-2Y-P	$ 2,014,592.00	$ 1,752,695.04
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - Platinum	TAP-1KEPS-BD-3Y-P	$ 331,350.00	$ 288,274.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-BD-3Y-P	$ 356,964.00	$ 310,558.68
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - Platinum	TAP-5KEPS-BD-3Y-P	$ 363,624.00	$ 316,352.88
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - Platinum	TAP-10KEPS-BD-3Y-P	$ 444,396.00	$ 386,624.52

FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - Platinum	TAP-15KEPS-BD-3Y-P	$ 666,594.00	$ 579,936.78
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - Platinum	TAP-20KEPS-BD-3Y-P	$ 795,234.00	$ 691,853.58
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - Platinum	TAP-25KEPS-BD-3Y-P	$ 944,340.00	$ 821,575.80
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - Platinum	TAP-30KEPS-BD-3Y-P	$ 1,133,208.00	$ 985,890.96
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - Platinum	TAP-35KEPS-BD-3Y-P	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - Platinum	TAP-40KEPS-BD-3Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - Platinum	TAP-45KEPS-BD-3Y-P	$ 1,699,812.00	$ 1,478,836.44
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - Platinum	TAP-50KEPS-BD-3Y-P	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - Platinum	TAP-55KEPS-BD-3Y-P	$ 2,077,548.00	$ 1,807,466.76
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - Platinum	TAP-60KEPS-BD-3Y-P	$ 2,266,416.00	$ 1,971,781.92
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - Platinum	TAP-65KEPS-BD-3Y-P	$ 2,455,284.00	$ 2,136,097.08
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - Platinum	TAP-70KEPS-BD-3Y-P	$ 2,644,152.00	$ 2,300,412.24
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - Platinum	TAP-75KEPS-BD-3Y-P	$ 2,833,020.00	$ 2,464,727.40
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - Platinum	TAP-80KEPS-BD-3Y-P	$ 3,021,888.00	$ 2,629,042.56
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - Platinum	TAP-1KEPS-BD-4Y-P	$ 441,800.00	$ 384,366.00
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-BD-4Y-P	$ 475,952.00	$ 414,078.24
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - Platinum	TAP-5KEPS-BD-4Y-P	$ 484,832.00	$ 421,803.84
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - Platinum	TAP-10KEPS-BD-4Y-P	$ 592,528.00	$ 515,499.36
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - Platinum	TAP-15KEPS-BD-4Y-P	$ 888,792.00	$ 773,249.04
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - Platinum	TAP-20KEPS-BD-4Y-P	$ 1,060,312.00	$ 922,471.44
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - Platinum	TAP-25KEPS-BD-4Y-P	$ 1,259,120.00	$ 1,095,434.40
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - Platinum	TAP-30KEPS-BD-4Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - Platinum	TAP-35KEPS-BD-4Y-P	$ 1,762,768.00	$ 1,533,608.16
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - Platinum	TAP-40KEPS-BD-4Y-P	$ 2,014,592.00	$ 1,752,695.04
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - Platinum	TAP-45KEPS-BD-4Y-P	$ 2,266,416.00	$ 1,971,781.92
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - Platinum	TAP-50KEPS-BD-4Y-P	$ 2,518,240.00	$ 2,190,868.80
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - Platinum	TAP-55KEPS-BD-4Y-P	$ 2,770,064.00	$ 2,409,955.68
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - Platinum	TAP-60KEPS-BD-4Y-P	$ 3,021,888.00	$ 2,629,042.56
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - Platinum	TAP-65KEPS-BD-4Y-P	$ 3,273,712.00	$ 2,848,129.44
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - Platinum	TAP-70KEPS-BD-4Y-P	$ 3,525,536.00	$ 3,067,216.32
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - Platinum	TAP-75KEPS-BD-4Y-P	$ 3,777,360.00	$ 3,286,303.20
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - Platinum	TAP-80KEPS-BD-4Y-P	$ 4,029,184.00	$ 3,505,390.08
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - Platinum	TAP-1KEPS-BD-5Y-P	$ 552,250.00	$ 480,457.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-BD-5Y-P	$ 594,940.00	$ 517,597.80
FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - Platinum	TAP-5KEPS-BD-5Y-P	$ 606,040.00	$ 527,254.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - Platinum	TAP-10KEPS-BD-5Y-P	$ 740,660.00	$ 644,374.20
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - Platinum	TAP-15KEPS-BD-5Y-P	$ 1,110,990.00	$ 966,561.30
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - Platinum	TAP-20KEPS-BD-5Y-P	$ 1,325,390.00	$ 1,153,089.30
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - Platinum	TAP-25KEPS-BD-5Y-P	$ 1,573,900.00	$ 1,369,293.00
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - Platinum	TAP-30KEPS-BD-5Y-P	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - Platinum	TAP-35KEPS-BD-5Y-P	$ 2,203,460.00	$ 1,917,010.20
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - Platinum	TAP-40KEPS-BD-5Y-P	$ 2,518,240.00	$ 2,190,868.80
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - Platinum	TAP-45KEPS-BD-5Y-P	$ 2,833,020.00	$ 2,464,727.40
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - Platinum	TAP-50KEPS-BD-5Y-P	$ 3,147,800.00	$ 2,738,586.00
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - Platinum	TAP-55KEPS-BD-5Y-P	$ 3,462,580.00	$ 3,012,444.60
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - Platinum	TAP-60KEPS-BD-5Y-P	$ 3,777,360.00	$ 3,286,303.20
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - Platinum	TAP-65KEPS-BD-5Y-P	$ 4,092,140.00	$ 3,560,161.80
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - Platinum	TAP-70KEPS-BD-5Y-P	$ 4,406,920.00	$ 3,834,020.40
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - Platinum	TAP-75KEPS-BD-5Y-P	$ 4,721,700.00	$ 4,107,879.00

FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - Platinum	TAP-80KEPS-BD-5Y-P	$ 5,036,480.00	$ 4,381,737.60
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 1YR - Platinum	RN-TAP-1KEPS-BD-1Y-P	$ 110,450.00	$ 96,091.50
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Platinum	RN-TAP-2.5KEPS-BD-1Y-P	$ 118,988.00	$ 103,519.56
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 1YR - Platinum	RN-TAP-5KEPS-BD-1Y-P	$ 121,208.00	$ 105,450.96
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 1YR - Platinum	RN-TAP-10KEPS-BD-1Y-P	$ 148,132.00	$ 128,874.84
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 1YR - Platinum	RN-TAP-15KEPS-BD-1Y-P	$ 222,198.00	$ 193,312.26
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 1YR - Platinum	RN-TAP-20KEPS-BD-1Y-P	$ 265,078.00	$ 230,617.86
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 1YR - Platinum	RN-TAP-25KEPS-BD-1Y-P	$ 314,780.00	$ 273,858.60
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 1YR - Platinum	RN-TAP-30KEPS-BD-1Y-P	$ 377,736.00	$ 328,630.32
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 1YR - Platinum	RN-TAP-35KEPS-BD-1Y-P	$ 440,692.00	$ 383,402.04
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 1YR - Platinum	RN-TAP-40KEPS-BD-1Y-P	$ 503,648.00	$ 438,173.76
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 1YR - Platinum	RN-TAP-45KEPS-BD-1Y-P	$ 566,604.00	$ 492,945.48
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 1YR - Platinum	RN-TAP-50KEPS-BD-1Y-P	$ 629,560.00	$ 547,717.20
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 1YR - Platinum	RN-TAP-55KEPS-BD-1Y-P	$ 692,516.00	$ 602,488.92
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 1YR - Platinum	RN-TAP-60KEPS-BD-1Y-P	$ 755,472.00	$ 657,260.64
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 1YR - Platinum	RN-TAP-65KEPS-BD-1Y-P	$ 818,428.00	$ 712,032.36
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 1YR - Platinum	RN-TAP-70KEPS-BD-1Y-P	$ 881,384.00	$ 766,804.08
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 1YR - Platinum	RN-TAP-75KEPS-BD-1Y-P	$ 944,340.00	$ 821,575.80
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 1YR - Platinum	RN-TAP-80KEPS-BD-1Y-P	$ 1,007,296.00	$ 876,347.52
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 2YR - Platinum	RN-TAP-1KEPS-BD-2Y-P	$ 220,900.00	$ 192,183.00
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Platinum	RN-TAP-2.5KEPS-BD-2Y-P	$ 237,976.00	$ 207,039.12
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 2YR - Platinum	RN-TAP-5KEPS-BD-2Y-P	$ 242,416.00	$ 210,901.92
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 2YR - Platinum	RN-TAP-10KEPS-BD-2Y-P	$ 296,264.00	$ 257,749.68
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 2YR - Platinum	RN-TAP-15KEPS-BD-2Y-P	$ 444,396.00	$ 386,624.52
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 2YR - Platinum	RN-TAP-20KEPS-BD-2Y-P	$ 530,156.00	$ 461,235.72
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 2YR - Platinum	RN-TAP-25KEPS-BD-2Y-P	$ 629,560.00	$ 547,717.20
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 2YR - Platinum	RN-TAP-30KEPS-BD-2Y-P	$ 755,472.00	$ 657,260.64
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 2YR - Platinum	RN-TAP-35KEPS-BD-2Y-P	$ 881,384.00	$ 766,804.08
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 2YR - Platinum	RN-TAP-40KEPS-BD-2Y-P	$ 1,007,296.00	$ 876,347.52
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 2YR - Platinum	RN-TAP-45KEPS-BD-2Y-P	$ 1,133,208.00	$ 985,890.96
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 2YR - Platinum	RN-TAP-50KEPS-BD-2Y-P	$ 1,259,120.00	$ 1,095,434.40
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 2YR - Platinum	RN-TAP-55KEPS-BD-2Y-P	$ 1,385,032.00	$ 1,204,977.84
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 2YR - Platinum	RN-TAP-60KEPS-BD-2Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 2YR - Platinum	RN-TAP-65KEPS-BD-2Y-P	$ 1,636,856.00	$ 1,424,064.72
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 2YR - Platinum	RN-TAP-70KEPS-BD-2Y-P	$ 1,762,768.00	$ 1,533,608.16
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 2YR - Platinum	RN-TAP-75KEPS-BD-2Y-P	$ 1,888,680.00	$ 1,643,151.60
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 2YR - Platinum	RN-TAP-80KEPS-BD-2Y-P	$ 2,014,592.00	$ 1,752,695.04
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 3YR - Platinum	RN-TAP-1KEPS-BD-3Y-P	$ 331,350.00	$ 288,274.50
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Platinum	RN-TAP-2.5KEPS-BD-3Y-P	$ 356,964.00	$ 310,558.68
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 3YR - Platinum	RN-TAP-5KEPS-BD-3Y-P	$ 363,624.00	$ 316,352.88
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 3YR - Platinum	RN-TAP-10KEPS-BD-3Y-P	$ 444,396.00	$ 386,624.52
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 3YR - Platinum	RN-TAP-15KEPS-BD-3Y-P	$ 666,594.00	$ 579,936.78
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 3YR - Platinum	RN-TAP-20KEPS-BD-3Y-P	$ 795,234.00	$ 691,853.58
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 3YR - Platinum	RN-TAP-25KEPS-BD-3Y-P	$ 944,340.00	$ 821,575.80
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 3YR - Platinum	RN-TAP-30KEPS-BD-3Y-P	$ 1,133,208.00	$ 985,890.96
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 3YR - Platinum	RN-TAP-35KEPS-BD-3Y-P	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 3YR - Platinum	RN-TAP-40KEPS-BD-3Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 3YR - Platinum	RN-TAP-45KEPS-BD-3Y-P	$ 1,699,812.00	$ 1,478,836.44
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 3YR - Platinum	RN-TAP-50KEPS-BD-3Y-P	$ 1,888,680.00	$ 1,643,151.60

FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 3YR - Platinum	RN-TAP-55KEPS-BD-3Y-P	$ 2,077,548.00	$ 1,807,466.76
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 3YR - Platinum	RN-TAP-60KEPS-BD-3Y-P	$ 2,266,416.00	$ 1,971,781.92
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 3YR - Platinum	RN-TAP-65KEPS-BD-3Y-P	$ 2,455,284.00	$ 2,136,097.08
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 3YR - Platinum	RN-TAP-70KEPS-BD-3Y-P	$ 2,644,152.00	$ 2,300,412.24
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 3YR - Platinum	RN-TAP-75KEPS-BD-3Y-P	$ 2,833,020.00	$ 2,464,727.40
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 3YR - Platinum	RN-TAP-80KEPS-BD-3Y-P	$ 3,021,888.00	$ 2,629,042.56
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 4YR - Platinum	RN-TAP-1KEPS-BD-4Y-P	$ 441,800.00	$ 384,366.00
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Platinum	RN-TAP-2.5KEPS-BD-4Y-P	$ 475,952.00	$ 414,078.24
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 4YR - Platinum	RN-TAP-5KEPS-BD-4Y-P	$ 484,832.00	$ 421,803.84
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 4YR - Platinum	RN-TAP-10KEPS-BD-4Y-P	$ 592,528.00	$ 515,499.36
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 4YR - Platinum	RN-TAP-15KEPS-BD-4Y-P	$ 888,792.00	$ 773,249.04
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 4YR - Platinum	RN-TAP-20KEPS-BD-4Y-P	$ 1,060,312.00	$ 922,471.44
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 4YR - Platinum	RN-TAP-25KEPS-BD-4Y-P	$ 1,259,120.00	$ 1,095,434.40
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 4YR - Platinum	RN-TAP-30KEPS-BD-4Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 4YR - Platinum	RN-TAP-35KEPS-BD-4Y-P	$ 1,762,768.00	$ 1,533,608.16
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 4YR - Platinum	RN-TAP-40KEPS-BD-4Y-P	$ 2,014,592.00	$ 1,752,695.04
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 4YR - Platinum	RN-TAP-45KEPS-BD-4Y-P	$ 2,266,416.00	$ 1,971,781.92
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 4YR - Platinum	RN-TAP-50KEPS-BD-4Y-P	$ 2,518,240.00	$ 2,190,868.80
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 4YR - Platinum	RN-TAP-55KEPS-BD-4Y-P	$ 2,770,064.00	$ 2,409,955.68
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 4YR - Platinum	RN-TAP-60KEPS-BD-4Y-P	$ 3,021,888.00	$ 2,629,042.56
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 4YR - Platinum	RN-TAP-65KEPS-BD-4Y-P	$ 3,273,712.00	$ 2,848,129.44
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 4YR - Platinum	RN-TAP-70KEPS-BD-4Y-P	$ 3,525,536.00	$ 3,067,216.32
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 4YR - Platinum	RN-TAP-75KEPS-BD-4Y-P	$ 3,777,360.00	$ 3,286,303.20
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 4YR - Platinum	RN-TAP-80KEPS-BD-4Y-P	$ 4,029,184.00	$ 3,505,390.08
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-BD-1Y-PPP	$ 115,973.00	$ 100,896.51
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-BD-1Y-PPP	$ 124,937.00	$ 108,695.19
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-BD-1Y-PPP	$ 127,268.00	$ 110,723.16
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-BD-1Y-PPP	$ 155,539.00	$ 135,318.93
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-BD-1Y-PPP	$ 233,308.00	$ 202,977.96
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-BD-1Y-PPP	$ 278,332.00	$ 242,148.84
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-BD-1Y-PPP	$ 330,519.00	$ 287,551.53
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-BD-1Y-PPP	$ 396,623.00	$ 345,062.01
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-BD-1Y-PPP	$ 462,727.00	$ 402,572.49
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-BD-1Y-PPP	$ 528,830.00	$ 460,082.10
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - Plat Prio Plus	TAP-45KEPS-BD-1Y-PPP	$ 594,934.00	$ 517,592.58
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - Plat Prio Plus	TAP-50KEPS-BD-1Y-PPP	$ 661,038.00	$ 575,103.06
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - Plat Prio Plus	TAP-55KEPS-BD-1Y-PPP	$ 727,142.00	$ 632,613.54
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - Plat Prio Plus	TAP-60KEPS-BD-1Y-PPP	$ 793,246.00	$ 690,124.02
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - Plat Prio Plus	TAP-65KEPS-BD-1Y-PPP	$ 859,349.00	$ 747,633.63
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - Plat Prio Plus	TAP-70KEPS-BD-1Y-PPP	$ 925,453.00	$ 805,144.11
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - Plat Prio Plus	TAP-75KEPS-BD-1Y-PPP	$ 991,557.00	$ 862,654.59
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - Plat Prio Plus	TAP-80KEPS-BD-1Y-PPP	$ 1,057,661.00	$ 920,165.07
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-BD-2Y-PPP	$ 231,946.00	$ 201,793.02
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-BD-2Y-PPP	$ 249,874.00	$ 217,390.38
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-BD-2Y-PPP	$ 254,536.00	$ 221,446.32
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-BD-2Y-PPP	$ 311,078.00	$ 270,637.86
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-BD-2Y-PPP	$ 466,616.00	$ 405,955.92
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-BD-2Y-PPP	$ 556,664.00	$ 484,297.68
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-BD-2Y-PPP	$ 661,038.00	$ 575,103.06

FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-BD-2Y-PPP	$ 793,246.00	$ 690,124.02
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-BD-2Y-PPP	$ 925,454.00	$ 805,144.98
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-BD-2Y-PPP	$ 1,057,660.00	$ 920,164.20
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - Plat Prio Plus	TAP-45KEPS-BD-2Y-PPP	$ 1,189,868.00	$ 1,035,185.16
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - Plat Prio Plus	TAP-50KEPS-BD-2Y-PPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - Plat Prio Plus	TAP-55KEPS-BD-2Y-PPP	$ 1,454,284.00	$ 1,265,227.08
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - Plat Prio Plus	TAP-60KEPS-BD-2Y-PPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - Plat Prio Plus	TAP-65KEPS-BD-2Y-PPP	$ 1,718,698.00	$ 1,495,267.26
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - Plat Prio Plus	TAP-70KEPS-BD-2Y-PPP	$ 1,850,906.00	$ 1,610,288.22
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - Plat Prio Plus	TAP-75KEPS-BD-2Y-PPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - Plat Prio Plus	TAP-80KEPS-BD-2Y-PPP	$ 2,115,322.00	$ 1,840,330.14
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-BD-3Y-PPP	$ 347,919.00	$ 302,689.53
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-BD-3Y-PPP	$ 374,811.00	$ 326,085.57
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-BD-3Y-PPP	$ 381,804.00	$ 332,169.48
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-BD-3Y-PPP	$ 466,617.00	$ 405,956.79
FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-BD-3Y-PPP	$ 699,924.00	$ 608,933.88
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-BD-3Y-PPP	$ 834,996.00	$ 726,446.52
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-BD-3Y-PPP	$ 991,557.00	$ 862,654.59
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-BD-3Y-PPP	$ 1,189,869.00	$ 1,035,186.03
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-BD-3Y-PPP	$ 1,388,181.00	$ 1,207,717.47
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-BD-3Y-PPP	$ 1,586,490.00	$ 1,380,246.30
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - Plat Prio Plus	TAP-45KEPS-BD-3Y-PPP	$ 1,784,802.00	$ 1,552,777.74
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - Plat Prio Plus	TAP-50KEPS-BD-3Y-PPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - Plat Prio Plus	TAP-55KEPS-BD-3Y-PPP	$ 2,181,426.00	$ 1,897,840.62
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - Plat Prio Plus	TAP-60KEPS-BD-3Y-PPP	$ 2,379,738.00	$ 2,070,372.06
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - Plat Prio Plus	TAP-65KEPS-BD-3Y-PPP	$ 2,578,047.00	$ 2,242,900.89
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - Plat Prio Plus	TAP-70KEPS-BD-3Y-PPP	$ 2,776,359.00	$ 2,415,432.33
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - Plat Prio Plus	TAP-75KEPS-BD-3Y-PPP	$ 2,974,671.00	$ 2,587,963.77
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - Plat Prio Plus	TAP-80KEPS-BD-3Y-PPP	$ 3,172,983.00	$ 2,760,495.21
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-BD-4Y-PPP	$ 463,892.00	$ 403,586.04
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-BD-4Y-PPP	$ 499,748.00	$ 434,780.76
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-BD-4Y-PPP	$ 509,072.00	$ 442,892.64
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-BD-4Y-PPP	$ 622,156.00	$ 541,275.72
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-BD-4Y-PPP	$ 933,232.00	$ 811,911.84
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-BD-4Y-PPP	$ 1,113,328.00	$ 968,595.36
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-BD-4Y-PPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-BD-4Y-PPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-BD-4Y-PPP	$ 1,850,908.00	$ 1,610,289.96
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-BD-4Y-PPP	$ 2,115,320.00	$ 1,840,328.40
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - Plat Prio Plus	TAP-45KEPS-BD-4Y-PPP	$ 2,379,736.00	$ 2,070,370.32
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - Plat Prio Plus	TAP-50KEPS-BD-4Y-PPP	$ 2,644,152.00	$ 2,300,412.24
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - Plat Prio Plus	TAP-55KEPS-BD-4Y-PPP	$ 2,908,568.00	$ 2,530,454.16
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - Plat Prio Plus	TAP-60KEPS-BD-4Y-PPP	$ 3,172,984.00	$ 2,760,496.08
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - Plat Prio Plus	TAP-65KEPS-BD-4Y-PPP	$ 3,437,396.00	$ 2,990,534.52
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - Plat Prio Plus	TAP-70KEPS-BD-4Y-PPP	$ 3,701,812.00	$ 3,220,576.44
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - Plat Prio Plus	TAP-75KEPS-BD-4Y-PPP	$ 3,966,228.00	$ 3,450,618.36
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - Plat Prio Plus	TAP-80KEPS-BD-4Y-PPP	$ 4,230,644.00	$ 3,680,660.28
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-BD-5Y-PPP	$ 579,865.00	$ 504,482.55
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-BD-5Y-PPP	$ 624,685.00	$ 543,475.95

FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-BD-5Y-PPP	$ 636,340.00	$ 553,615.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-BD-5Y-PPP	$ 777,695.00	$ 676,594.65
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-BD-5Y-PPP	$ 1,166,540.00	$ 1,014,889.80
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-BD-5Y-PPP	$ 1,391,660.00	$ 1,210,744.20
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-BD-5Y-PPP	$ 1,652,595.00	$ 1,437,757.65
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-BD-5Y-PPP	$ 1,983,115.00	$ 1,725,310.05
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-BD-5Y-PPP	$ 2,313,635.00	$ 2,012,862.45
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-BD-5Y-PPP	$ 2,644,150.00	$ 2,300,410.50
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - Plat Prio Plus	TAP-45KEPS-BD-5Y-PPP	$ 2,974,670.00	$ 2,587,962.90
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - Plat Prio Plus	TAP-50KEPS-BD-5Y-PPP	$ 3,305,190.00	$ 2,875,515.30
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - Plat Prio Plus	TAP-55KEPS-BD-5Y-PPP	$ 3,635,710.00	$ 3,163,067.70
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - Plat Prio Plus	TAP-60KEPS-BD-5Y-PPP	$ 3,966,230.00	$ 3,450,620.10
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - Plat Prio Plus	TAP-65KEPS-BD-5Y-PPP	$ 4,296,745.00	$ 3,738,168.15
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - Plat Prio Plus	TAP-70KEPS-BD-5Y-PPP	$ 4,627,265.00	$ 4,025,720.55
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - Plat Prio Plus	TAP-75KEPS-BD-5Y-PPP	$ 4,957,785.00	$ 4,313,272.95
FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - Plat Prio Plus	TAP-80KEPS-BD-5Y-PPP	$ 5,288,305.00	$ 4,600,825.35
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 1YR - Plat Prio Plus	RN-TAP-1KEPS-BD-1Y-PPP	$ 115,973.00	$ 100,896.51
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Plat Prio Plus	RN-TAP-2.5KEPS-BD-1Y-PPP	$ 124,937.00	$ 108,695.19
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 1YR - Plat Prio Plus	RN-TAP-5KEPS-BD-1Y-PPP	$ 127,268.00	$ 110,723.16
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 1YR - Plat Prio Plus	RN-TAP-10KEPS-BD-1Y-PPP	$ 155,539.00	$ 135,318.93
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 1YR - Plat Prio Plus	RN-TAP-15KEPS-BD-1Y-PPP	$ 233,308.00	$ 202,977.96
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 1YR - Plat Prio Plus	RN-TAP-20KEPS-BD-1Y-PPP	$ 278,332.00	$ 242,148.84
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 1YR - Plat Prio Plus	RN-TAP-25KEPS-BD-1Y-PPP	$ 330,519.00	$ 287,551.53
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 1YR - Plat Prio Plus	RN-TAP-30KEPS-BD-1Y-PPP	$ 396,623.00	$ 345,062.01
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 1YR - Plat Prio Plus	RN-TAP-35KEPS-BD-1Y-PPP	$ 462,727.00	$ 402,572.49
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 1YR - Plat Prio Plus	RN-TAP-40KEPS-BD-1Y-PPP	$ 528,830.00	$ 460,082.10
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 1YR - Plat Prio Plus	RN-TAP-45KEPS-BD-1Y-PPP	$ 594,934.00	$ 517,592.58
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 1YR - Plat Prio Plus	RN-TAP-50KEPS-BD-1Y-PPP	$ 661,038.00	$ 575,103.06
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 1YR - Plat Prio Plus	RN-TAP-55KEPS-BD-1Y-PPP	$ 727,142.00	$ 632,613.54
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 1YR - Plat Prio Plus	RN-TAP-60KEPS-BD-1Y-PPP	$ 793,246.00	$ 690,124.02
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 1YR - Plat Prio Plus	RN-TAP-65KEPS-BD-1Y-PPP	$ 859,349.00	$ 747,633.63
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 1YR - Plat Prio Plus	RN-TAP-70KEPS-BD-1Y-PPP	$ 925,453.00	$ 805,144.11
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 1YR - Plat Prio Plus	RN-TAP-75KEPS-BD-1Y-PPP	$ 991,557.00	$ 862,654.59
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 1YR - Plat Prio Plus	RN-TAP-80KEPS-BD-1Y-PPP	$ 1,057,661.00	$ 920,165.07
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 2YR - Plat Prio Plus	RN-TAP-1KEPS-BD-2Y-PPP	$ 231,946.00	$ 201,793.02
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Plat Prio Plus	RN-TAP-2.5KEPS-BD-2Y-PPP	$ 249,874.00	$ 217,390.38
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 2YR - Plat Prio Plus	RN-TAP-5KEPS-BD-2Y-PPP	$ 254,536.00	$ 221,446.32
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 2YR - Plat Prio Plus	RN-TAP-10KEPS-BD-2Y-PPP	$ 311,078.00	$ 270,637.86
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 2YR - Plat Prio Plus	RN-TAP-15KEPS-BD-2Y-PPP	$ 466,616.00	$ 405,955.92
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 2YR - Plat Prio Plus	RN-TAP-20KEPS-BD-2Y-PPP	$ 556,664.00	$ 484,297.68
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 2YR - Plat Prio Plus	RN-TAP-25KEPS-BD-2Y-PPP	$ 661,038.00	$ 575,103.06
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 2YR - Plat Prio Plus	RN-TAP-30KEPS-BD-2Y-PPP	$ 793,246.00	$ 690,124.02
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 2YR - Plat Prio Plus	RN-TAP-35KEPS-BD-2Y-PPP	$ 925,454.00	$ 805,144.98
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 2YR - Plat Prio Plus	RN-TAP-40KEPS-BD-2Y-PPP	$ 1,057,660.00	$ 920,164.20
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 2YR - Plat Prio Plus	RN-TAP-45KEPS-BD-2Y-PPP	$ 1,189,868.00	$ 1,035,185.16
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 2YR - Plat Prio Plus	RN-TAP-50KEPS-BD-2Y-PPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 2YR - Plat Prio Plus	RN-TAP-55KEPS-BD-2Y-PPP	$ 1,454,284.00	$ 1,265,227.08
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 2YR - Plat Prio Plus	RN-TAP-60KEPS-BD-2Y-PPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 2YR - Plat Prio Plus	RN-TAP-65KEPS-BD-2Y-PPP	$ 1,718,698.00	$ 1,495,267.26

FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 2YR - Plat Prio Plus	RN-TAP-70KEPS-BD-2Y-PPP	$ 1,850,906.00	$ 1,610,288.22
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 2YR - Plat Prio Plus	RN-TAP-75KEPS-BD-2Y-PPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 2YR - Plat Prio Plus	RN-TAP-80KEPS-BD-2Y-PPP	$ 2,115,322.00	$ 1,840,330.14
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 3YR - Plat Prio Plus	RN-TAP-1KEPS-BD-3Y-PPP	$ 347,919.00	$ 302,689.53
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Plat Prio Plus	RN-TAP-2.5KEPS-BD-3Y-PPP	$ 374,811.00	$ 326,085.57
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 3YR - Plat Prio Plus	RN-TAP-5KEPS-BD-3Y-PPP	$ 381,804.00	$ 332,169.48
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 3YR - Plat Prio Plus	RN-TAP-10KEPS-BD-3Y-PPP	$ 466,617.00	$ 405,956.79
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 3YR - Plat Prio Plus	RN-TAP-15KEPS-BD-3Y-PPP	$ 699,924.00	$ 608,933.88
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 3YR - Plat Prio Plus	RN-TAP-20KEPS-BD-3Y-PPP	$ 834,996.00	$ 726,446.52
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 3YR - Plat Prio Plus	RN-TAP-25KEPS-BD-3Y-PPP	$ 991,557.00	$ 862,654.59
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 3YR - Plat Prio Plus	RN-TAP-30KEPS-BD-3Y-PPP	$ 1,189,869.00	$ 1,035,186.03
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 3YR - Plat Prio Plus	RN-TAP-35KEPS-BD-3Y-PPP	$ 1,388,181.00	$ 1,207,717.47
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 3YR - Plat Prio Plus	RN-TAP-40KEPS-BD-3Y-PPP	$ 1,586,490.00	$ 1,380,246.30
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 3YR - Plat Prio Plus	RN-TAP-45KEPS-BD-3Y-PPP	$ 1,784,802.00	$ 1,552,777.74
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 3YR - Plat Prio Plus	RN-TAP-50KEPS-BD-3Y-PPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 3YR - Plat Prio Plus	RN-TAP-55KEPS-BD-3Y-PPP	$ 2,181,426.00	$ 1,897,840.62
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 3YR - Plat Prio Plus	RN-TAP-60KEPS-BD-3Y-PPP	$ 2,379,738.00	$ 2,070,372.06
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 3YR - Plat Prio Plus	RN-TAP-65KEPS-BD-3Y-PPP	$ 2,578,047.00	$ 2,242,900.89
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 3YR - Plat Prio Plus	RN-TAP-70KEPS-BD-3Y-PPP	$ 2,776,359.00	$ 2,415,432.33
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 3YR - Plat Prio Plus	RN-TAP-75KEPS-BD-3Y-PPP	$ 2,974,671.00	$ 2,587,963.77
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 3YR - Plat Prio Plus	RN-TAP-80KEPS-BD-3Y-PPP	$ 3,172,983.00	$ 2,760,495.21
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 4YR - Plat Prio Plus	RN-TAP-1KEPS-BD-4Y-PPP	$ 463,892.00	$ 403,586.04
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Plat Prio Plus	RN-TAP-2.5KEPS-BD-4Y-PPP	$ 499,748.00	$ 434,780.76
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 4YR - Plat Prio Plus	RN-TAP-5KEPS-BD-4Y-PPP	$ 509,072.00	$ 442,892.64
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 4YR - Plat Prio Plus	RN-TAP-10KEPS-BD-4Y-PPP	$ 622,156.00	$ 541,275.72
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 4YR - Plat Prio Plus	RN-TAP-15KEPS-BD-4Y-PPP	$ 933,232.00	$ 811,911.84
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 4YR - Plat Prio Plus	RN-TAP-20KEPS-BD-4Y-PPP	$ 1,113,328.00	$ 968,595.36
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 4YR - Plat Prio Plus	RN-TAP-25KEPS-BD-4Y-PPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 4YR - Plat Prio Plus	RN-TAP-30KEPS-BD-4Y-PPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 4YR - Plat Prio Plus	RN-TAP-35KEPS-BD-4Y-PPP	$ 1,850,908.00	$ 1,610,289.96
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 4YR - Plat Prio Plus	RN-TAP-40KEPS-BD-4Y-PPP	$ 2,115,320.00	$ 1,840,328.40
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 4YR - Plat Prio Plus	RN-TAP-45KEPS-BD-4Y-PPP	$ 2,379,736.00	$ 2,070,370.32
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 4YR - Plat Prio Plus	RN-TAP-50KEPS-BD-4Y-PPP	$ 2,644,152.00	$ 2,300,412.24
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 4YR - Plat Prio Plus	RN-TAP-55KEPS-BD-4Y-PPP	$ 2,908,568.00	$ 2,530,454.16
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 4YR - Plat Prio Plus	RN-TAP-60KEPS-BD-4Y-PPP	$ 3,172,984.00	$ 2,760,496.08
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 4YR - Plat Prio Plus	RN-TAP-65KEPS-BD-4Y-PPP	$ 3,437,396.00	$ 2,990,534.52
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 4YR - Plat Prio Plus	RN-TAP-70KEPS-BD-4Y-PPP	$ 3,701,812.00	$ 3,220,576.44
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 4YR - Plat Prio Plus	RN-TAP-75KEPS-BD-4Y-PPP	$ 3,966,228.00	$ 3,450,618.36
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 4YR - Plat Prio Plus	RN-TAP-80KEPS-BD-4Y-PPP	$ 4,230,644.00	$ 3,680,660.28
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - Platinum	TAP-1KEPS-SS-1Y-P	$ 232,635.00	$ 202,392.45
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-SS-1Y-P	$ 276,258.00	$ 240,344.46
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - Platinum	TAP-5KEPS-SS-1Y-P	$ 314,613.00	$ 273,713.31
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - Platinum	TAP-10KEPS-SS-1Y-P	$ 475,966.00	$ 414,090.42
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - Platinum	TAP-15KEPS-SS-1Y-P	$ 713,949.00	$ 621,135.63
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - Platinum	TAP-20KEPS-SS-1Y-P	$ 951,932.00	$ 828,180.84
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - Platinum	TAP-25KEPS-SS-1Y-P	$ 1,189,915.00	$ 1,035,226.05
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - Platinum	TAP-30KEPS-SS-1Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - Platinum	TAP-35KEPS-SS-1Y-P	$ 1,665,881.00	$ 1,449,316.47
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - Platinum	TAP-40KEPS-SS-1Y-P	$ 1,903,864.00	$ 1,656,361.68

FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - Platinum	TAP-45KEPS-SS-1Y-P	$ 2,141,847.00	$ 1,863,406.89
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - Platinum	TAP-50KEPS-SS-1Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - Platinum	TAP-55KEPS-SS-1Y-P	$ 2,617,813.00	$ 2,277,497.31
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - Platinum	TAP-60KEPS-SS-1Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - Platinum	TAP-65KEPS-SS-1Y-P	$ 3,093,779.00	$ 2,691,587.73
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - Platinum	TAP-70KEPS-SS-1Y-P	$ 3,331,762.00	$ 2,898,632.94
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - Platinum	TAP-75KEPS-SS-1Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - Platinum	TAP-80KEPS-SS-1Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - Platinum	TAP-1KEPS-SS-2Y-P	$ 465,270.00	$ 404,784.90
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-SS-2Y-P	$ 552,516.00	$ 480,688.92
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - Platinum	TAP-5KEPS-SS-2Y-P	$ 629,226.00	$ 547,426.62
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - Platinum	TAP-10KEPS-SS-2Y-P	$ 951,932.00	$ 828,180.84
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - Platinum	TAP-15KEPS-SS-2Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - Platinum	TAP-20KEPS-SS-2Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - Platinum	TAP-25KEPS-SS-2Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - Platinum	TAP-30KEPS-SS-2Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - Platinum	TAP-35KEPS-SS-2Y-P	$ 3,331,762.00	$ 2,898,632.94
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - Platinum	TAP-40KEPS-SS-2Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - Platinum	TAP-45KEPS-SS-2Y-P	$ 4,283,694.00	$ 3,726,813.78
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - Platinum	TAP-50KEPS-SS-2Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - Platinum	TAP-55KEPS-SS-2Y-P	$ 5,235,626.00	$ 4,554,994.62
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - Platinum	TAP-60KEPS-SS-2Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - Platinum	TAP-65KEPS-SS-2Y-P	$ 6,187,558.00	$ 5,383,175.46
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - Platinum	TAP-70KEPS-SS-2Y-P	$ 6,663,524.00	$ 5,797,265.88
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - Platinum	TAP-75KEPS-SS-2Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - Platinum	TAP-80KEPS-SS-2Y-P	$ 7,615,456.00	$ 6,625,446.72
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - Platinum	TAP-1KEPS-SS-3Y-P	$ 697,905.00	$ 607,177.35
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-SS-3Y-P	$ 828,774.00	$ 721,033.38
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - Platinum	TAP-5KEPS-SS-3Y-P	$ 943,839.00	$ 821,139.93
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - Platinum	TAP-10KEPS-SS-3Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - Platinum	TAP-15KEPS-SS-3Y-P	$ 2,141,847.00	$ 1,863,406.89
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - Platinum	TAP-20KEPS-SS-3Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - Platinum	TAP-25KEPS-SS-3Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - Platinum	TAP-30KEPS-SS-3Y-P	$ 4,283,694.00	$ 3,726,813.78
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - Platinum	TAP-35KEPS-SS-3Y-P	$ 4,997,643.00	$ 4,347,949.41
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - Platinum	TAP-40KEPS-SS-3Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - Platinum	TAP-45KEPS-SS-3Y-P	$ 6,425,541.00	$ 5,590,220.67
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - Platinum	TAP-50KEPS-SS-3Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - Platinum	TAP-55KEPS-SS-3Y-P	$ 7,853,439.00	$ 6,832,491.93
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - Platinum	TAP-60KEPS-SS-3Y-P	$ 8,567,388.00	$ 7,453,627.56
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - Platinum	TAP-65KEPS-SS-3Y-P	$ 9,281,337.00	$ 8,074,763.19
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - Platinum	TAP-70KEPS-SS-3Y-P	$ 9,995,286.00	$ 8,695,898.82
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - Platinum	TAP-75KEPS-SS-3Y-P	##############	$ 9,317,034.45
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - Platinum	TAP-80KEPS-SS-3Y-P	##############	$ 9,938,170.08
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - Platinum	TAP-1KEPS-SS-4Y-P	$ 930,540.00	$ 809,569.80
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-SS-4Y-P	$ 1,105,032.00	$ 961,377.84
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - Platinum	TAP-5KEPS-SS-4Y-P	$ 1,258,452.00	$ 1,094,853.24
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - Platinum	TAP-10KEPS-SS-4Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - Platinum	TAP-15KEPS-SS-4Y-P	$ 2,855,796.00	$ 2,484,542.52

FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - Platinum	TAP-20KEPS-SS-4Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - Platinum	TAP-25KEPS-SS-4Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - Platinum	TAP-30KEPS-SS-4Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - Platinum	TAP-35KEPS-SS-4Y-P	$ 6,663,524.00	$ 5,797,265.88
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - Platinum	TAP-40KEPS-SS-4Y-P	$ 7,615,456.00	$ 6,625,446.72
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - Platinum	TAP-45KEPS-SS-4Y-P	$ 8,567,388.00	$ 7,453,627.56
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - Platinum	TAP-50KEPS-SS-4Y-P	$ 9,519,320.00	$ 8,281,808.40
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - Platinum	TAP-55KEPS-SS-4Y-P	############	$ 9,109,989.24
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - Platinum	TAP-60KEPS-SS-4Y-P	############	$ 9,938,170.08
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - Platinum	TAP-65KEPS-SS-4Y-P	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - Platinum	TAP-70KEPS-SS-4Y-P	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - Platinum	TAP-75KEPS-SS-4Y-P	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - Platinum	TAP-80KEPS-SS-4Y-P	############	############
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - Platinum	TAP-1KEPS-SS-5Y-P	$ 1,163,175.00	$ 1,011,962.25
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-SS-5Y-P	$ 1,381,290.00	$ 1,201,722.30
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - Platinum	TAP-5KEPS-SS-5Y-P	$ 1,573,065.00	$ 1,368,566.55
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - Platinum	TAP-10KEPS-SS-5Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - Platinum	TAP-15KEPS-SS-5Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - Platinum	TAP-20KEPS-SS-5Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - Platinum	TAP-25KEPS-SS-5Y-P	$ 5,949,575.00	$ 5,176,130.25
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - Platinum	TAP-30KEPS-SS-5Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - Platinum	TAP-35KEPS-SS-5Y-P	$ 8,329,405.00	$ 7,246,582.35
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - Platinum	TAP-40KEPS-SS-5Y-P	$ 9,519,320.00	$ 8,281,808.40
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - Platinum	TAP-45KEPS-SS-5Y-P	############	$ 9,317,034.45
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - Platinum	TAP-50KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - Platinum	TAP-55KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - Platinum	TAP-60KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - Platinum	TAP-65KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - Platinum	TAP-70KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - Platinum	TAP-75KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - Platinum	TAP-80KEPS-SS-5Y-P	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 1YR - Platinum	RN-TAP-1KEPS-SS-1Y-P	$ 232,635.00	$ 202,392.45
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 1YR - Platinum	RN-TAP-2.5KEPS-SS-1Y-P	$ 276,258.00	$ 240,344.46
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 1YR - Platinum	RN-TAP-5KEPS-SS-1Y-P	$ 314,613.00	$ 273,713.31
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 1YR - Platinum	RN-TAP-10KEPS-SS-1Y-P	$ 475,966.00	$ 414,090.42
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 1YR - Platinum	RN-TAP-15KEPS-SS-1Y-P	$ 713,949.00	$ 621,135.63
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 1YR - Platinum	RN-TAP-20KEPS-SS-1Y-P	$ 951,932.00	$ 828,180.84
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 1YR - Platinum	RN-TAP-25KEPS-SS-1Y-P	$ 1,189,915.00	$ 1,035,226.05
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 1YR - Platinum	RN-TAP-30KEPS-SS-1Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 1YR - Platinum	RN-TAP-35KEPS-SS-1Y-P	$ 1,665,881.00	$ 1,449,316.47
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 1YR - Platinum	RN-TAP-40KEPS-SS-1Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 1YR - Platinum	RN-TAP-45KEPS-SS-1Y-P	$ 2,141,847.00	$ 1,863,406.89
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 1YR - Platinum	RN-TAP-50KEPS-SS-1Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 1YR - Platinum	RN-TAP-55KEPS-SS-1Y-P	$ 2,617,813.00	$ 2,277,497.31
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 1YR - Platinum	RN-TAP-60KEPS-SS-1Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 1YR - Platinum	RN-TAP-65KEPS-SS-1Y-P	$ 3,093,779.00	$ 2,691,587.73
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 1YR - Platinum	RN-TAP-70KEPS-SS-1Y-P	$ 3,331,762.00	$ 2,898,632.94
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 1YR - Platinum	RN-TAP-75KEPS-SS-1Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 1YR - Platinum	RN-TAP-80KEPS-SS-1Y-P	$ 3,807,728.00	$ 3,312,723.36

FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 2YR - Platinum	RN-TAP-1KEPS-SS-2Y-P	$ 465,270.00	$ 404,784.90
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 2YR - Platinum	RN-TAP-2.5KEPS-SS-2Y-P	$ 552,516.00	$ 480,688.92
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 2YR - Platinum	RN-TAP-5KEPS-SS-2Y-P	$ 629,226.00	$ 547,426.62
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 2YR - Platinum	RN-TAP-10KEPS-SS-2Y-P	$ 951,932.00	$ 828,180.84
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 2YR - Platinum	RN-TAP-15KEPS-SS-2Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 2YR - Platinum	RN-TAP-20KEPS-SS-2Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 2YR - Platinum	RN-TAP-25KEPS-SS-2Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 2YR - Platinum	RN-TAP-30KEPS-SS-2Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 2YR - Platinum	RN-TAP-35KEPS-SS-2Y-P	$ 3,331,762.00	$ 2,898,632.94
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 2YR - Platinum	RN-TAP-40KEPS-SS-2Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 2YR - Platinum	RN-TAP-45KEPS-SS-2Y-P	$ 4,283,694.00	$ 3,726,813.78
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 2YR - Platinum	RN-TAP-50KEPS-SS-2Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 2YR - Platinum	RN-TAP-55KEPS-SS-2Y-P	$ 5,235,626.00	$ 4,554,994.62
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 2YR - Platinum	RN-TAP-60KEPS-SS-2Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 2YR - Platinum	RN-TAP-65KEPS-SS-2Y-P	$ 6,187,558.00	$ 5,383,175.46
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 2YR - Platinum	RN-TAP-70KEPS-SS-2Y-P	$ 6,663,524.00	$ 5,797,265.88
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 2YR - Platinum	RN-TAP-75KEPS-SS-2Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 2YR - Platinum	RN-TAP-80KEPS-SS-2Y-P	$ 7,615,456.00	$ 6,625,446.72
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 3YR - Platinum	RN-TAP-1KEPS-SS-3Y-P	$ 697,905.00	$ 607,177.35
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 3YR - Platinum	RN-TAP-2.5KEPS-SS-3Y-P	$ 828,774.00	$ 721,033.38
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 3YR - Platinum	RN-TAP-5KEPS-SS-3Y-P	$ 943,839.00	$ 821,139.93
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 3YR - Platinum	RN-TAP-10KEPS-SS-3Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 3YR - Platinum	RN-TAP-15KEPS-SS-3Y-P	$ 2,141,847.00	$ 1,863,406.89
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 3YR - Platinum	RN-TAP-20KEPS-SS-3Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 3YR - Platinum	RN-TAP-25KEPS-SS-3Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 3YR - Platinum	RN-TAP-30KEPS-SS-3Y-P	$ 4,283,694.00	$ 3,726,813.78
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 3YR - Platinum	RN-TAP-35KEPS-SS-3Y-P	$ 4,997,643.00	$ 4,347,949.41
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 3YR - Platinum	RN-TAP-40KEPS-SS-3Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 3YR - Platinum	RN-TAP-45KEPS-SS-3Y-P	$ 6,425,541.00	$ 5,590,220.67
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 3YR - Platinum	RN-TAP-50KEPS-SS-3Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 3YR - Platinum	RN-TAP-55KEPS-SS-3Y-P	$ 7,853,439.00	$ 6,832,491.93
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 3YR - Platinum	RN-TAP-60KEPS-SS-3Y-P	$ 8,567,388.00	$ 7,453,627.56
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 3YR - Platinum	RN-TAP-65KEPS-SS-3Y-P	$ 9,281,337.00	$ 8,074,763.19
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 3YR - Platinum	RN-TAP-70KEPS-SS-3Y-P	$ 9,995,286.00	$ 8,695,898.82
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 3YR - Platinum	RN-TAP-75KEPS-SS-3Y-P	##############	$ 9,317,034.45
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 3YR - Platinum	RN-TAP-80KEPS-SS-3Y-P	##############	$ 9,938,170.08
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 4YR - Platinum	RN-TAP-1KEPS-SS-4Y-P	$ 930,540.00	$ 809,569.80
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 4YR - Platinum	RN-TAP-2.5KEPS-SS-4Y-P	$ 1,105,032.00	$ 961,377.84
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 4YR - Platinum	RN-TAP-5KEPS-SS-4Y-P	$ 1,258,452.00	$ 1,094,853.24
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 4YR - Platinum	RN-TAP-10KEPS-SS-4Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 4YR - Platinum	RN-TAP-15KEPS-SS-4Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 4YR - Platinum	RN-TAP-20KEPS-SS-4Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 4YR - Platinum	RN-TAP-25KEPS-SS-4Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 4YR - Platinum	RN-TAP-30KEPS-SS-4Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 4YR - Platinum	RN-TAP-35KEPS-SS-4Y-P	$ 6,663,524.00	$ 5,797,265.88
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 4YR - Platinum	RN-TAP-40KEPS-SS-4Y-P	$ 7,615,456.00	$ 6,625,446.72
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 4YR - Platinum	RN-TAP-45KEPS-SS-4Y-P	$ 8,567,388.00	$ 7,453,627.56
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 4YR - Platinum	RN-TAP-50KEPS-SS-4Y-P	$ 9,519,320.00	$ 8,281,808.40
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 4YR - Platinum	RN-TAP-55KEPS-SS-4Y-P	##############	$ 9,109,989.24

FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 4YR - Platinum	RN-TAP-60KEPS-SS-4Y-P	##########	$ 9,938,170.08
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 4YR - Platinum	RN-TAP-65KEPS-SS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 4YR - Platinum	RN-TAP-70KEPS-SS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 4YR - Platinum	RN-TAP-75KEPS-SS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 4YR - Platinum	RN-TAP-80KEPS-SS-4Y-P	##########	##########
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-SS-1Y-PPP	$ 244,267.00	$ 212,512.29
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-SS-1Y-PPP	$ 290,071.00	$ 252,361.77
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-SS-1Y-PPP	$ 330,344.00	$ 287,399.28
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-SS-1Y-PPP	$ 499,764.00	$ 434,794.68
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-SS-1Y-PPP	$ 749,646.00	$ 652,192.02
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-SS-1Y-PPP	$ 999,529.00	$ 869,590.23
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-SS-1Y-PPP	$ 1,249,411.00	$ 1,086,987.57
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-SS-1Y-PPP	$ 1,499,293.00	$ 1,304,384.91
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-SS-1Y-PPP	$ 1,749,175.00	$ 1,521,782.25
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-SS-1Y-PPP	$ 1,999,057.00	$ 1,739,179.59
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - Plat Prio Plus	TAP-45KEPS-SS-1Y-PPP	$ 2,248,939.00	$ 1,956,576.93
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - Plat Prio Plus	TAP-50KEPS-SS-1Y-PPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - Plat Prio Plus	TAP-55KEPS-SS-1Y-PPP	$ 2,748,704.00	$ 2,391,372.48
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - Plat Prio Plus	TAP-60KEPS-SS-1Y-PPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - Plat Prio Plus	TAP-65KEPS-SS-1Y-PPP	$ 3,248,468.00	$ 2,826,167.16
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - Plat Prio Plus	TAP-70KEPS-SS-1Y-PPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - Plat Prio Plus	TAP-75KEPS-SS-1Y-PPP	$ 3,748,232.00	$ 3,260,961.84
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - Plat Prio Plus	TAP-80KEPS-SS-1Y-PPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-SS-2Y-PPP	$ 488,534.00	$ 425,024.58
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-SS-2Y-PPP	$ 580,142.00	$ 504,723.54
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-SS-2Y-PPP	$ 660,688.00	$ 574,798.56
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-SS-2Y-PPP	$ 999,528.00	$ 869,589.36
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-SS-2Y-PPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-SS-2Y-PPP	$ 1,999,058.00	$ 1,739,180.46
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-SS-2Y-PPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-SS-2Y-PPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-SS-2Y-PPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-SS-2Y-PPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - Plat Prio Plus	TAP-45KEPS-SS-2Y-PPP	$ 4,497,878.00	$ 3,913,153.86
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - Plat Prio Plus	TAP-50KEPS-SS-2Y-PPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - Plat Prio Plus	TAP-55KEPS-SS-2Y-PPP	$ 5,497,408.00	$ 4,782,744.96
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - Plat Prio Plus	TAP-60KEPS-SS-2Y-PPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - Plat Prio Plus	TAP-65KEPS-SS-2Y-PPP	$ 6,496,936.00	$ 5,652,334.32
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - Plat Prio Plus	TAP-70KEPS-SS-2Y-PPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - Plat Prio Plus	TAP-75KEPS-SS-2Y-PPP	$ 7,496,464.00	$ 6,521,923.68
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - Plat Prio Plus	TAP-80KEPS-SS-2Y-PPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-SS-3Y-PPP	$ 732,801.00	$ 637,536.87
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-SS-3Y-PPP	$ 870,213.00	$ 757,085.31
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-SS-3Y-PPP	$ 991,032.00	$ 862,197.84
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-SS-3Y-PPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-SS-3Y-PPP	$ 2,248,938.00	$ 1,956,576.06
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-SS-3Y-PPP	$ 2,998,587.00	$ 2,608,770.69
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-SS-3Y-PPP	$ 3,748,233.00	$ 3,260,962.71
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-SS-3Y-PPP	$ 4,497,879.00	$ 3,913,154.73

FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-SS-3Y-PPP	$ 5,247,525.00	$ 4,565,346.75
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-SS-3Y-PPP	$ 5,997,171.00	$ 5,217,538.77
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - Plat Prio Plus	TAP-45KEPS-SS-3Y-PPP	$ 6,746,817.00	$ 5,869,730.79
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - Plat Prio Plus	TAP-50KEPS-SS-3Y-PPP	$ 7,496,466.00	$ 6,521,925.42
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - Plat Prio Plus	TAP-55KEPS-SS-3Y-PPP	$ 8,246,112.00	$ 7,174,117.44
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - Plat Prio Plus	TAP-60KEPS-SS-3Y-PPP	$ 8,995,758.00	$ 7,826,309.46
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - Plat Prio Plus	TAP-65KEPS-SS-3Y-PPP	$ 9,745,404.00	$ 8,478,501.48
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - Plat Prio Plus	TAP-70KEPS-SS-3Y-PPP	############	$ 9,130,693.50
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - Plat Prio Plus	TAP-75KEPS-SS-3Y-PPP	############	$ 9,782,885.52
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - Plat Prio Plus	TAP-80KEPS-SS-3Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-SS-4Y-PPP	$ 977,068.00	$ 850,049.16
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-SS-4Y-PPP	$ 1,160,284.00	$ 1,009,447.08
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-SS-4Y-PPP	$ 1,321,376.00	$ 1,149,597.12
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-SS-4Y-PPP	$ 1,999,056.00	$ 1,739,178.72
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-SS-4Y-PPP	$ 2,998,584.00	$ 2,608,768.08
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-SS-4Y-PPP	$ 3,998,116.00	$ 3,478,360.92
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-SS-4Y-PPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-SS-4Y-PPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-SS-4Y-PPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-SS-4Y-PPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - Plat Prio Plus	TAP-45KEPS-SS-4Y-PPP	$ 8,995,756.00	$ 7,826,307.72
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - Plat Prio Plus	TAP-50KEPS-SS-4Y-PPP	$ 9,995,288.00	$ 8,695,900.56
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - Plat Prio Plus	TAP-55KEPS-SS-4Y-PPP	############	$ 9,565,489.92
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - Plat Prio Plus	TAP-60KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - Plat Prio Plus	TAP-65KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - Plat Prio Plus	TAP-70KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - Plat Prio Plus	TAP-75KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - Plat Prio Plus	TAP-80KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-SS-5Y-PPP	$ 1,221,335.00	$ 1,062,561.45
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-SS-5Y-PPP	$ 1,450,355.00	$ 1,261,808.85
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-SS-5Y-PPP	$ 1,651,720.00	$ 1,436,996.40
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-SS-5Y-PPP	$ 2,498,820.00	$ 2,173,973.40
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-SS-5Y-PPP	$ 3,748,230.00	$ 3,260,960.10
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-SS-5Y-PPP	$ 4,997,645.00	$ 4,347,951.15
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-SS-5Y-PPP	$ 6,247,055.00	$ 5,434,937.85
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-SS-5Y-PPP	$ 7,496,465.00	$ 6,521,924.55
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-SS-5Y-PPP	$ 8,745,875.00	$ 7,608,911.25
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-SS-5Y-PPP	$ 9,995,285.00	$ 8,695,897.95
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - Plat Prio Plus	TAP-45KEPS-SS-5Y-PPP	############	$ 9,782,884.65
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - Plat Prio Plus	TAP-50KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - Plat Prio Plus	TAP-55KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - Plat Prio Plus	TAP-60KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - Plat Prio Plus	TAP-65KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - Plat Prio Plus	TAP-70KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - Plat Prio Plus	TAP-75KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - Plat Prio Plus	TAP-80KEPS-SS-5Y-PPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 1YR - Plat Prio Plus	RN-TAP-1KEPS-SS-1Y-PPP	$ 244,267.00	$ 212,512.29
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 1YR - Plat Prio Plus	RN-TAP-2.5KEPS-SS-1Y-PPP	$ 290,071.00	$ 252,361.77
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 1YR - Plat Prio Plus	RN-TAP-5KEPS-SS-1Y-PPP	$ 330,344.00	$ 287,399.28

FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 1YR - Plat Prio Plus	RN-TAP-10KEPS-SS-1Y-PPP	$ 499,764.00	$ 434,794.68
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 1YR - Plat Prio Plus	RN-TAP-15KEPS-SS-1Y-PPP	$ 749,646.00	$ 652,192.02
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 1YR - Plat Prio Plus	RN-TAP-20KEPS-SS-1Y-PPP	$ 999,529.00	$ 869,590.23
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 1YR - Plat Prio Plus	RN-TAP-25KEPS-SS-1Y-PPP	$ 1,249,411.00	$ 1,086,987.57
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 1YR - Plat Prio Plus	RN-TAP-30KEPS-SS-1Y-PPP	$ 1,499,293.00	$ 1,304,384.91
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 1YR - Plat Prio Plus	RN-TAP-35KEPS-SS-1Y-PPP	$ 1,749,175.00	$ 1,521,782.25
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 1YR - Plat Prio Plus	RN-TAP-40KEPS-SS-1Y-PPP	$ 1,999,057.00	$ 1,739,179.59
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 1YR - Plat Prio Plus	RN-TAP-45KEPS-SS-1Y-PPP	$ 2,248,939.00	$ 1,956,576.93
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 1YR - Plat Prio Plus	RN-TAP-50KEPS-SS-1Y-PPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 1YR - Plat Prio Plus	RN-TAP-55KEPS-SS-1Y-PPP	$ 2,748,704.00	$ 2,391,372.48
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 1YR - Plat Prio Plus	RN-TAP-60KEPS-SS-1Y-PPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 1YR - Plat Prio Plus	RN-TAP-65KEPS-SS-1Y-PPP	$ 3,248,468.00	$ 2,826,167.16
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 1YR - Plat Prio Plus	RN-TAP-70KEPS-SS-1Y-PPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 1YR - Plat Prio Plus	RN-TAP-75KEPS-SS-1Y-PPP	$ 3,748,232.00	$ 3,260,961.84
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 1YR - Plat Prio Plus	RN-TAP-80KEPS-SS-1Y-PPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 2YR - Plat Prio Plus	RN-TAP-1KEPS-SS-2Y-PPP	$ 488,534.00	$ 425,024.58
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 2YR - Plat Prio Plus	RN-TAP-2.5KEPS-SS-2Y-PPP	$ 580,142.00	$ 504,723.54
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 2YR - Plat Prio Plus	RN-TAP-5KEPS-SS-2Y-PPP	$ 660,688.00	$ 574,798.56
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 2YR - Plat Prio Plus	RN-TAP-10KEPS-SS-2Y-PPP	$ 999,528.00	$ 869,589.36
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 2YR - Plat Prio Plus	RN-TAP-15KEPS-SS-2Y-PPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 2YR - Plat Prio Plus	RN-TAP-20KEPS-SS-2Y-PPP	$ 1,999,058.00	$ 1,739,180.46
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 2YR - Plat Prio Plus	RN-TAP-25KEPS-SS-2Y-PPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 2YR - Plat Prio Plus	RN-TAP-30KEPS-SS-2Y-PPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 2YR - Plat Prio Plus	RN-TAP-35KEPS-SS-2Y-PPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 2YR - Plat Prio Plus	RN-TAP-40KEPS-SS-2Y-PPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 2YR - Plat Prio Plus	RN-TAP-45KEPS-SS-2Y-PPP	$ 4,497,878.00	$ 3,913,153.86
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 2YR - Plat Prio Plus	RN-TAP-50KEPS-SS-2Y-PPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 2YR - Plat Prio Plus	RN-TAP-55KEPS-SS-2Y-PPP	$ 5,497,408.00	$ 4,782,744.96
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 2YR - Plat Prio Plus	RN-TAP-60KEPS-SS-2Y-PPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 2YR - Plat Prio Plus	RN-TAP-65KEPS-SS-2Y-PPP	$ 6,496,936.00	$ 5,652,334.32
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 2YR - Plat Prio Plus	RN-TAP-70KEPS-SS-2Y-PPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 2YR - Plat Prio Plus	RN-TAP-75KEPS-SS-2Y-PPP	$ 7,496,464.00	$ 6,521,923.68
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 2YR - Plat Prio Plus	RN-TAP-80KEPS-SS-2Y-PPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 3YR - Plat Prio Plus	RN-TAP-1KEPS-SS-3Y-PPP	$ 732,801.00	$ 637,536.87
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 3YR - Plat Prio Plus	RN-TAP-2.5KEPS-SS-3Y-PPP	$ 870,213.00	$ 757,085.31
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 3YR - Plat Prio Plus	RN-TAP-5KEPS-SS-3Y-PPP	$ 991,032.00	$ 862,197.84
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 3YR - Plat Prio Plus	RN-TAP-10KEPS-SS-3Y-PPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 3YR - Plat Prio Plus	RN-TAP-15KEPS-SS-3Y-PPP	$ 2,248,938.00	$ 1,956,576.06
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 3YR - Plat Prio Plus	RN-TAP-20KEPS-SS-3Y-PPP	$ 2,998,587.00	$ 2,608,770.69
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 3YR - Plat Prio Plus	RN-TAP-25KEPS-SS-3Y-PPP	$ 3,748,233.00	$ 3,260,962.71
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 3YR - Plat Prio Plus	RN-TAP-30KEPS-SS-3Y-PPP	$ 4,497,879.00	$ 3,913,154.73
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 3YR - Plat Prio Plus	RN-TAP-35KEPS-SS-3Y-PPP	$ 5,247,525.00	$ 4,565,346.75
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 3YR - Plat Prio Plus	RN-TAP-40KEPS-SS-3Y-PPP	$ 5,997,171.00	$ 5,217,538.77
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 3YR - Plat Prio Plus	RN-TAP-45KEPS-SS-3Y-PPP	$ 6,746,817.00	$ 5,869,730.79
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 3YR - Plat Prio Plus	RN-TAP-50KEPS-SS-3Y-PPP	$ 7,496,466.00	$ 6,521,925.42
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 3YR - Plat Prio Plus	RN-TAP-55KEPS-SS-3Y-PPP	$ 8,246,112.00	$ 7,174,117.44
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 3YR - Plat Prio Plus	RN-TAP-60KEPS-SS-3Y-PPP	$ 8,995,758.00	$ 7,826,309.46
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 3YR - Plat Prio Plus	RN-TAP-65KEPS-SS-3Y-PPP	$ 9,745,404.00	$ 8,478,501.48
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 3YR - Plat Prio Plus	RN-TAP-70KEPS-SS-3Y-PPP	##############	$ 9,130,693.50

FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 3YR - Plat Prio Plus	RN-TAP-75KEPS-SS-3Y-PPP	##########	$ 9,782,885.52
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 3YR - Plat Prio Plus	RN-TAP-80KEPS-SS-3Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 4YR - Plat Prio Plus	RN-TAP-1KEPS-SS-4Y-PPP	$ 977,068.00	$ 850,049.16
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 4YR - Plat Prio Plus	RN-TAP-2.5KEPS-SS-4Y-PPP	$ 1,160,284.00	$ 1,009,447.08
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 4YR - Plat Prio Plus	RN-TAP-5KEPS-SS-4Y-PPP	$ 1,321,376.00	$ 1,149,597.12
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 4YR - Plat Prio Plus	RN-TAP-10KEPS-SS-4Y-PPP	$ 1,999,056.00	$ 1,739,178.72
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 4YR - Plat Prio Plus	RN-TAP-15KEPS-SS-4Y-PPP	$ 2,998,584.00	$ 2,608,768.08
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 4YR - Plat Prio Plus	RN-TAP-20KEPS-SS-4Y-PPP	$ 3,998,116.00	$ 3,478,360.92
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 4YR - Plat Prio Plus	RN-TAP-25KEPS-SS-4Y-PPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 4YR - Plat Prio Plus	RN-TAP-30KEPS-SS-4Y-PPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 4YR - Plat Prio Plus	RN-TAP-35KEPS-SS-4Y-PPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 4YR - Plat Prio Plus	RN-TAP-40KEPS-SS-4Y-PPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 4YR - Plat Prio Plus	RN-TAP-45KEPS-SS-4Y-PPP	$ 8,995,756.00	$ 7,826,307.72
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 4YR - Plat Prio Plus	RN-TAP-50KEPS-SS-4Y-PPP	$ 9,995,288.00	$ 8,695,900.56
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 4YR - Plat Prio Plus	RN-TAP-55KEPS-SS-4Y-PPP	##########	$ 9,565,489.92
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 4YR - Plat Prio Plus	RN-TAP-60KEPS-SS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 4YR - Plat Prio Plus	RN-TAP-65KEPS-SS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 4YR - Plat Prio Plus	RN-TAP-70KEPS-SS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 4YR - Plat Prio Plus	RN-TAP-75KEPS-SS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 4YR - Plat Prio Plus	RN-TAP-80KEPS-SS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - Platinum	TAP-1KEPS-LS-1Y-P	$ 492,411.00	$ 428,397.57
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-LS-1Y-P	$ 600,978.00	$ 522,850.86
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - Platinum	TAP-5KEPS-LS-1Y-P	$ 704,277.00	$ 612,720.99
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - Platinum	TAP-10KEPS-LS-1Y-P	$ 1,125,406.00	$ 979,103.22
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - Platinum	TAP-15KEPS-LS-1Y-P	$ 1,688,109.00	$ 1,468,654.83
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - Platinum	TAP-20KEPS-LS-1Y-P	$ 2,250,812.00	$ 1,958,206.44
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - Platinum	TAP-25KEPS-LS-1Y-P	$ 2,813,515.00	$ 2,447,758.05
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - Platinum	TAP-30KEPS-LS-1Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - Platinum	TAP-35KEPS-LS-1Y-P	$ 3,938,921.00	$ 3,426,861.27
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - Platinum	TAP-40KEPS-LS-1Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - Platinum	TAP-1KEPS-LS-2Y-P	$ 984,822.00	$ 856,795.14
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-LS-2Y-P	$ 1,201,956.00	$ 1,045,701.72
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - Platinum	TAP-5KEPS-LS-2Y-P	$ 1,408,554.00	$ 1,225,441.98
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - Platinum	TAP-10KEPS-LS-2Y-P	$ 2,250,812.00	$ 1,958,206.44
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - Platinum	TAP-15KEPS-LS-2Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - Platinum	TAP-20KEPS-LS-2Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - Platinum	TAP-25KEPS-LS-2Y-P	$ 5,627,030.00	$ 4,895,516.10
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - Platinum	TAP-30KEPS-LS-2Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - Platinum	TAP-35KEPS-LS-2Y-P	$ 7,877,842.00	$ 6,853,722.54
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - Platinum	TAP-40KEPS-LS-2Y-P	$ 9,003,248.00	$ 7,832,825.76
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - Platinum	TAP-1KEPS-LS-3Y-P	$ 1,477,233.00	$ 1,285,192.71
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-LS-3Y-P	$ 1,802,934.00	$ 1,568,552.58
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - Platinum	TAP-5KEPS-LS-3Y-P	$ 2,112,831.00	$ 1,838,162.97
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - Platinum	TAP-10KEPS-LS-3Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - Platinum	TAP-15KEPS-LS-3Y-P	$ 5,064,327.00	$ 4,405,964.49
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - Platinum	TAP-20KEPS-LS-3Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - Platinum	TAP-25KEPS-LS-3Y-P	$ 8,440,545.00	$ 7,343,274.15
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - Platinum	TAP-30KEPS-LS-3Y-P	##########	$ 8,811,928.98
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - Platinum	TAP-35KEPS-LS-3Y-P	##########	##########

FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - Platinum	TAP-40KEPS-LS-3Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - Platinum	TAP-1KEPS-LS-4Y-P	$ 1,969,644.00	$ 1,713,590.28
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-LS-4Y-P	$ 2,403,912.00	$ 2,091,403.44
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - Platinum	TAP-5KEPS-LS-4Y-P	$ 2,817,108.00	$ 2,450,883.96
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - Platinum	TAP-10KEPS-LS-4Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - Platinum	TAP-15KEPS-LS-4Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - Platinum	TAP-20KEPS-LS-4Y-P	$ 9,003,248.00	$ 7,832,825.76
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - Platinum	TAP-25KEPS-LS-4Y-P	##########	$ 9,791,032.20
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - Platinum	TAP-30KEPS-LS-4Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - Platinum	TAP-35KEPS-LS-4Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - Platinum	TAP-40KEPS-LS-4Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - Platinum	TAP-1KEPS-LS-5Y-P	$ 2,462,055.00	$ 2,141,987.85
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-LS-5Y-P	$ 3,004,890.00	$ 2,614,254.30
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - Platinum	TAP-5KEPS-LS-5Y-P	$ 3,521,385.00	$ 3,063,604.95
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - Platinum	TAP-10KEPS-LS-5Y-P	$ 5,627,030.00	$ 4,895,516.10
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - Platinum	TAP-15KEPS-LS-5Y-P	$ 8,440,545.00	$ 7,343,274.15
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - Platinum	TAP-20KEPS-LS-5Y-P	##########	$ 9,791,032.20
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - Platinum	TAP-25KEPS-LS-5Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - Platinum	TAP-30KEPS-LS-5Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - Platinum	TAP-35KEPS-LS-5Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - Platinum	TAP-40KEPS-LS-5Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 1YR - Platinum	RN-TAP-1KEPS-LS-1Y-P	$ 492,411.00	$ 428,397.57
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 1YR - Platinum	RN-TAP-2.5KEPS-LS-1Y-P	$ 600,978.00	$ 522,850.86
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 1YR - Platinum	RN-TAP-5KEPS-LS-1Y-P	$ 704,277.00	$ 612,720.99
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 1YR - Platinum	RN-TAP-10KEPS-LS-1Y-P	$ 1,125,406.00	$ 979,103.22
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 1YR - Platinum	RN-TAP-15KEPS-LS-1Y-P	$ 1,688,109.00	$ 1,468,654.83
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 1YR - Platinum	RN-TAP-20KEPS-LS-1Y-P	$ 2,250,812.00	$ 1,958,206.44
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 1YR - Platinum	RN-TAP-25KEPS-LS-1Y-P	$ 2,813,515.00	$ 2,447,758.05
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 1YR - Platinum	RN-TAP-30KEPS-LS-1Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 1YR - Platinum	RN-TAP-35KEPS-LS-1Y-P	$ 3,938,921.00	$ 3,426,861.27
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 1YR - Platinum	RN-TAP-40KEPS-LS-1Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 2YR - Platinum	RN-TAP-1KEPS-LS-2Y-P	$ 984,822.00	$ 856,795.14
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 2YR - Platinum	RN-TAP-2.5KEPS-LS-2Y-P	$ 1,201,956.00	$ 1,045,701.72
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 2YR - Platinum	RN-TAP-5KEPS-LS-2Y-P	$ 1,408,554.00	$ 1,225,441.98
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 2YR - Platinum	RN-TAP-10KEPS-LS-2Y-P	$ 2,250,812.00	$ 1,958,206.44
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 2YR - Platinum	RN-TAP-15KEPS-LS-2Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 2YR - Platinum	RN-TAP-20KEPS-LS-2Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 2YR - Platinum	RN-TAP-25KEPS-LS-2Y-P	$ 5,627,030.00	$ 4,895,516.10
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 2YR - Platinum	RN-TAP-30KEPS-LS-2Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 2YR - Platinum	RN-TAP-35KEPS-LS-2Y-P	$ 7,877,842.00	$ 6,853,722.54
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 2YR - Platinum	RN-TAP-40KEPS-LS-2Y-P	$ 9,003,248.00	$ 7,832,825.76
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 3YR - Platinum	RN-TAP-1KEPS-LS-3Y-P	$ 1,477,233.00	$ 1,285,192.71
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 3YR - Platinum	RN-TAP-2.5KEPS-LS-3Y-P	$ 1,802,934.00	$ 1,568,552.58
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 3YR - Platinum	RN-TAP-5KEPS-LS-3Y-P	$ 2,112,831.00	$ 1,838,162.97
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 3YR - Platinum	RN-TAP-10KEPS-LS-3Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 3YR - Platinum	RN-TAP-15KEPS-LS-3Y-P	$ 5,064,327.00	$ 4,405,964.49
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 3YR - Platinum	RN-TAP-20KEPS-LS-3Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 3YR - Platinum	RN-TAP-25KEPS-LS-3Y-P	$ 8,440,545.00	$ 7,343,274.15
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 3YR - Platinum	RN-TAP-30KEPS-LS-3Y-P	##########	$ 8,811,928.98

FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 3YR - Platinum	RN-TAP-35KEPS-LS-3Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 3YR - Platinum	RN-TAP-40KEPS-LS-3Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 4YR - Platinum	RN-TAP-1KEPS-LS-4Y-P	$ 1,969,644.00	$ 1,713,590.28
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 4YR - Platinum	RN-TAP-2.5KEPS-LS-4Y-P	$ 2,403,912.00	$ 2,091,403.44
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 4YR - Platinum	RN-TAP-5KEPS-LS-4Y-P	$ 2,817,108.00	$ 2,450,883.96
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 4YR - Platinum	RN-TAP-10KEPS-LS-4Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 4YR - Platinum	RN-TAP-15KEPS-LS-4Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 4YR - Platinum	RN-TAP-20KEPS-LS-4Y-P	$ 9,003,248.00	$ 7,832,825.76
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 4YR - Platinum	RN-TAP-25KEPS-LS-4Y-P	##########	$ 9,791,032.20
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 4YR - Platinum	RN-TAP-30KEPS-LS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 4YR - Platinum	RN-TAP-35KEPS-LS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 4YR - Platinum	RN-TAP-40KEPS-LS-4Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-LS-1Y-PPP	$ 517,032.00	$ 449,817.84
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-LS-1Y-PPP	$ 631,027.00	$ 548,993.49
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-LS-1Y-PPP	$ 739,491.00	$ 643,357.17
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-LS-1Y-PPP	$ 1,181,676.00	$ 1,028,058.12
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-LS-1Y-PPP	$ 1,772,514.00	$ 1,542,087.18
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-LS-1Y-PPP	$ 2,363,353.00	$ 2,056,117.11
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-LS-1Y-PPP	$ 2,954,191.00	$ 2,570,146.17
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-LS-1Y-PPP	$ 3,545,029.00	$ 3,084,175.23
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-LS-1Y-PPP	$ 4,135,867.00	$ 3,598,204.29
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-LS-1Y-PPP	$ 4,726,705.00	$ 4,112,233.35
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-LS-2Y-PPP	$ 1,034,064.00	$ 899,635.68
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-LS-2Y-PPP	$ 1,262,054.00	$ 1,097,986.98
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-LS-2Y-PPP	$ 1,478,982.00	$ 1,286,714.34
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-LS-2Y-PPP	$ 2,363,352.00	$ 2,056,116.24
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-LS-2Y-PPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-LS-2Y-PPP	$ 4,726,706.00	$ 4,112,234.22
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-LS-2Y-PPP	$ 5,908,382.00	$ 5,140,292.34
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-LS-2Y-PPP	$ 7,090,058.00	$ 6,168,350.46
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-LS-2Y-PPP	$ 8,271,734.00	$ 7,196,408.58
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-LS-2Y-PPP	$ 9,453,410.00	$ 8,224,466.70
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-LS-3Y-PPP	$ 1,551,096.00	$ 1,349,453.52
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-LS-3Y-PPP	$ 1,893,081.00	$ 1,646,980.47
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-LS-3Y-PPP	$ 2,218,473.00	$ 1,930,071.51
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-LS-3Y-PPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-LS-3Y-PPP	$ 5,317,542.00	$ 4,626,261.54
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-LS-3Y-PPP	$ 7,090,059.00	$ 6,168,351.33
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-LS-3Y-PPP	$ 8,862,573.00	$ 7,710,438.51
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-LS-3Y-PPP	##########	$ 9,252,525.69
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-LS-3Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-LS-3Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-LS-4Y-PPP	$ 2,068,128.00	$ 1,799,271.36
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-LS-4Y-PPP	$ 2,524,108.00	$ 2,195,973.96
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-LS-4Y-PPP	$ 2,957,964.00	$ 2,573,428.68
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-LS-4Y-PPP	$ 4,726,704.00	$ 4,112,232.48
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-LS-4Y-PPP	$ 7,090,056.00	$ 6,168,348.72
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-LS-4Y-PPP	$ 9,453,412.00	$ 8,224,468.44
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-LS-4Y-PPP	##########	##########

FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-LS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-LS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-LS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-LS-5Y-PPP	$ 2,585,160.00	$ 2,249,089.20
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-LS-5Y-PPP	$ 3,155,135.00	$ 2,744,967.45
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-LS-5Y-PPP	$ 3,697,455.00	$ 3,216,785.85
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-LS-5Y-PPP	$ 5,908,380.00	$ 5,140,290.60
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-LS-5Y-PPP	$ 8,862,570.00	$ 7,710,435.90
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-LS-5Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-LS-5Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-LS-5Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-LS-5Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-LS-5Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 1YR - Plat Prio Plus	RN-TAP-1KEPS-LS-1Y-PPP	$ 517,032.00	$ 449,817.84
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 1YR - Plat Prio Plus	RN-TAP-2.5KEPS-LS-1Y-PPP	$ 631,027.00	$ 548,993.49
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 1YR - Plat Prio Plus	RN-TAP-5KEPS-LS-1Y-PPP	$ 739,491.00	$ 643,357.17
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 1YR - Plat Prio Plus	RN-TAP-10KEPS-LS-1Y-PPP	$ 1,181,676.00	$ 1,028,058.12
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 1YR - Plat Prio Plus	RN-TAP-15KEPS-LS-1Y-PPP	$ 1,772,514.00	$ 1,542,087.18
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 1YR - Plat Prio Plus	RN-TAP-20KEPS-LS-1Y-PPP	$ 2,363,353.00	$ 2,056,117.11
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 1YR - Plat Prio Plus	RN-TAP-25KEPS-LS-1Y-PPP	$ 2,954,191.00	$ 2,570,146.17
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 1YR - Plat Prio Plus	RN-TAP-30KEPS-LS-1Y-PPP	$ 3,545,029.00	$ 3,084,175.23
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 1YR - Plat Prio Plus	RN-TAP-35KEPS-LS-1Y-PPP	$ 4,135,867.00	$ 3,598,204.29
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 1YR - Plat Prio Plus	RN-TAP-40KEPS-LS-1Y-PPP	$ 4,726,705.00	$ 4,112,233.35
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 2YR - Plat Prio Plus	RN-TAP-1KEPS-LS-2Y-PPP	$ 1,034,064.00	$ 899,635.68
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 2YR - Plat Prio Plus	RN-TAP-2.5KEPS-LS-2Y-PPP	$ 1,262,054.00	$ 1,097,986.98
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 2YR - Plat Prio Plus	RN-TAP-5KEPS-LS-2Y-PPP	$ 1,478,982.00	$ 1,286,714.34
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 2YR - Plat Prio Plus	RN-TAP-10KEPS-LS-2Y-PPP	$ 2,363,352.00	$ 2,056,116.24
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 2YR - Plat Prio Plus	RN-TAP-15KEPS-LS-2Y-PPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 2YR - Plat Prio Plus	RN-TAP-20KEPS-LS-2Y-PPP	$ 4,726,706.00	$ 4,112,234.22
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 2YR - Plat Prio Plus	RN-TAP-25KEPS-LS-2Y-PPP	$ 5,908,382.00	$ 5,140,292.34
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 2YR - Plat Prio Plus	RN-TAP-30KEPS-LS-2Y-PPP	$ 7,090,058.00	$ 6,168,350.46
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 2YR - Plat Prio Plus	RN-TAP-35KEPS-LS-2Y-PPP	$ 8,271,734.00	$ 7,196,408.58
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 2YR - Plat Prio Plus	RN-TAP-40KEPS-LS-2Y-PPP	$ 9,453,410.00	$ 8,224,466.70
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 3YR - Plat Prio Plus	RN-TAP-1KEPS-LS-3Y-PPP	$ 1,551,096.00	$ 1,349,453.52
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 3YR - Plat Prio Plus	RN-TAP-2.5KEPS-LS-3Y-PPP	$ 1,893,081.00	$ 1,646,980.47
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 3YR - Plat Prio Plus	RN-TAP-5KEPS-LS-3Y-PPP	$ 2,218,473.00	$ 1,930,071.51
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 3YR - Plat Prio Plus	RN-TAP-10KEPS-LS-3Y-PPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 3YR - Plat Prio Plus	RN-TAP-15KEPS-LS-3Y-PPP	$ 5,317,542.00	$ 4,626,261.54
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 3YR - Plat Prio Plus	RN-TAP-20KEPS-LS-3Y-PPP	$ 7,090,059.00	$ 6,168,351.33
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 3YR - Plat Prio Plus	RN-TAP-25KEPS-LS-3Y-PPP	$ 8,862,573.00	$ 7,710,438.51
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 3YR - Plat Prio Plus	RN-TAP-30KEPS-LS-3Y-PPP	##########	$ 9,252,525.69
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 3YR - Plat Prio Plus	RN-TAP-35KEPS-LS-3Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 3YR - Plat Prio Plus	RN-TAP-40KEPS-LS-3Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 4YR - Plat Prio Plus	RN-TAP-1KEPS-LS-4Y-PPP	$ 2,068,128.00	$ 1,799,271.36
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 4YR - Plat Prio Plus	RN-TAP-2.5KEPS-LS-4Y-PPP	$ 2,524,108.00	$ 2,195,973.96
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 4YR - Plat Prio Plus	RN-TAP-5KEPS-LS-4Y-PPP	$ 2,957,964.00	$ 2,573,428.68
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 4YR - Plat Prio Plus	RN-TAP-10KEPS-LS-4Y-PPP	$ 4,726,704.00	$ 4,112,232.48
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 4YR - Plat Prio Plus	RN-TAP-15KEPS-LS-4Y-PPP	$ 7,090,056.00	$ 6,168,348.72
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 4YR - Plat Prio Plus	RN-TAP-20KEPS-LS-4Y-PPP	$ 9,453,412.00	$ 8,224,468.44

FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 4YR - Plat Prio Plus	RN-TAP-25KEPS-LS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 4YR - Plat Prio Plus	RN-TAP-30KEPS-LS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 4YR - Plat Prio Plus	RN-TAP-35KEPS-LS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 4YR - Plat Prio Plus	RN-TAP-40KEPS-LS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 1YR - Platinum	TAP-1KEPS-DT2SS-1Y-P-A	$ 122,185.00	$ 106,300.95
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-DT2SS-1Y-P-A	$ 157,270.00	$ 136,824.90
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 1YR - Platinum	TAP-5KEPS-DT2SS-1Y-P-A	$ 193,405.00	$ 168,262.35
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 1YR - Platinum	TAP-10KEPS-DT2SS-1Y-P-A	$ 327,834.00	$ 285,215.58
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 1YR - Platinum	TAP-15KEPS-DT2SS-1Y-P-A	$ 491,751.00	$ 427,823.37
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 1YR - Platinum	TAP-20KEPS-DT2SS-1Y-P-A	$ 686,854.00	$ 597,562.98
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 1YR - Platinum	TAP-25KEPS-DT2SS-1Y-P-A	$ 875,135.00	$ 761,367.45
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 1YR - Platinum	TAP-30KEPS-DT2SS-1Y-P-A	$ 1,050,162.00	$ 913,640.94
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 1YR - Platinum	TAP-35KEPS-DT2SS-1Y-P-A	$ 1,225,189.00	$ 1,065,914.43
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 1YR - Platinum	TAP-40KEPS-DT2SS-1Y-P-A	$ 1,400,216.00	$ 1,218,187.92
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 1YR - Platinum	TAP-45KEPS-DT2SS-1Y-P-A	$ 1,575,243.00	$ 1,370,461.41
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 1YR - Platinum	TAP-50KEPS-DT2SS-1Y-P-A	$ 1,750,270.00	$ 1,522,734.90
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 1YR - Platinum	TAP-55KEPS-DT2SS-1Y-P-A	$ 1,925,297.00	$ 1,675,008.39
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 1YR - Platinum	TAP-60KEPS-DT2SS-1Y-P-A	$ 2,100,324.00	$ 1,827,281.88
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 1YR - Platinum	TAP-65KEPS-DT2SS-1Y-P-A	$ 2,275,351.00	$ 1,979,555.37
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 1YR - Platinum	TAP-70KEPS-DT2SS-1Y-P-A	$ 2,450,378.00	$ 2,131,828.86
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 1YR - Platinum	TAP-75KEPS-DT2SS-1Y-P-A	$ 2,625,405.00	$ 2,284,102.35
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 1YR - Platinum	TAP-80KEPS-DT2SS-1Y-P-A	$ 2,800,432.00	$ 2,436,375.84
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 2YR - Platinum	TAP-1KEPS-DT2SS-2Y-P-A	$ 244,370.00	$ 212,601.90
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-DT2SS-2Y-P-A	$ 314,540.00	$ 273,649.80
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 2YR - Platinum	TAP-5KEPS-DT2SS-2Y-P-A	$ 386,810.00	$ 336,524.70
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 2YR - Platinum	TAP-10KEPS-DT2SS-2Y-P-A	$ 655,668.00	$ 570,431.16
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 2YR - Platinum	TAP-15KEPS-DT2SS-2Y-P-A	$ 983,502.00	$ 855,646.74
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 2YR - Platinum	TAP-20KEPS-DT2SS-2Y-P-A	$ 1,373,708.00	$ 1,195,125.96
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 2YR - Platinum	TAP-25KEPS-DT2SS-2Y-P-A	$ 1,750,270.00	$ 1,522,734.90
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 2YR - Platinum	TAP-30KEPS-DT2SS-2Y-P-A	$ 2,100,324.00	$ 1,827,281.88
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 2YR - Platinum	TAP-35KEPS-DT2SS-2Y-P-A	$ 2,450,378.00	$ 2,131,828.86
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 2YR - Platinum	TAP-40KEPS-DT2SS-2Y-P-A	$ 2,800,432.00	$ 2,436,375.84
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 2YR - Platinum	TAP-45KEPS-DT2SS-2Y-P-A	$ 3,150,486.00	$ 2,740,922.82
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 2YR - Platinum	TAP-50KEPS-DT2SS-2Y-P-A	$ 3,500,540.00	$ 3,045,469.80
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 2YR - Platinum	TAP-55KEPS-DT2SS-2Y-P-A	$ 3,850,594.00	$ 3,350,016.78
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 2YR - Platinum	TAP-60KEPS-DT2SS-2Y-P-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 2YR - Platinum	TAP-65KEPS-DT2SS-2Y-P-A	$ 4,550,702.00	$ 3,959,110.74
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 2YR - Platinum	TAP-70KEPS-DT2SS-2Y-P-A	$ 4,900,756.00	$ 4,263,657.72
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 2YR - Platinum	TAP-75KEPS-DT2SS-2Y-P-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 2YR - Platinum	TAP-80KEPS-DT2SS-2Y-P-A	$ 5,600,864.00	$ 4,872,751.68
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 3YR - Platinum	TAP-1KEPS-DT2SS-3Y-P-A	$ 366,555.00	$ 318,902.85
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-DT2SS-3Y-P-A	$ 471,810.00	$ 410,474.70
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 3YR - Platinum	TAP-5KEPS-DT2SS-3Y-P-A	$ 580,215.00	$ 504,787.05
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 3YR - Platinum	TAP-10KEPS-DT2SS-3Y-P-A	$ 983,502.00	$ 855,646.74
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 3YR - Platinum	TAP-15KEPS-DT2SS-3Y-P-A	$ 1,475,253.00	$ 1,283,470.11
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 3YR - Platinum	TAP-20KEPS-DT2SS-3Y-P-A	$ 2,060,562.00	$ 1,792,688.94
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 3YR - Platinum	TAP-25KEPS-DT2SS-3Y-P-A	$ 2,625,405.00	$ 2,284,102.35
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 3YR - Platinum	TAP-30KEPS-DT2SS-3Y-P-A	$ 3,150,486.00	$ 2,740,922.82
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 3YR - Platinum	TAP-35KEPS-DT2SS-3Y-P-A	$ 3,675,567.00	$ 3,197,743.29

FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 3YR - Platinum	TAP-40KEPS-DT2SS-3Y-P-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 3YR - Platinum	TAP-45KEPS-DT2SS-3Y-P-A	$ 4,725,729.00	$ 4,111,384.23
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 3YR - Platinum	TAP-50KEPS-DT2SS-3Y-P-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 3YR - Platinum	TAP-55KEPS-DT2SS-3Y-P-A	$ 5,775,891.00	$ 5,025,025.17
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 3YR - Platinum	TAP-60KEPS-DT2SS-3Y-P-A	$ 6,300,972.00	$ 5,481,845.64
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 3YR - Platinum	TAP-65KEPS-DT2SS-3Y-P-A	$ 6,826,053.00	$ 5,938,666.11
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 3YR - Platinum	TAP-70KEPS-DT2SS-3Y-P-A	$ 7,351,134.00	$ 6,395,486.58
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 3YR - Platinum	TAP-75KEPS-DT2SS-3Y-P-A	$ 7,876,215.00	$ 6,852,307.05
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 3YR - Platinum	TAP-80KEPS-DT2SS-3Y-P-A	$ 8,401,296.00	$ 7,309,127.52
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 4YR - Platinum	TAP-1KEPS-DT2SS-4Y-P-A	$ 488,740.00	$ 425,203.80
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-DT2SS-4Y-P-A	$ 629,080.00	$ 547,299.60
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 4YR - Platinum	TAP-5KEPS-DT2SS-4Y-P-A	$ 773,620.00	$ 673,049.40
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 4YR - Platinum	TAP-10KEPS-DT2SS-4Y-P-A	$ 1,311,336.00	$ 1,140,862.32
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 4YR - Platinum	TAP-15KEPS-DT2SS-4Y-P-A	$ 1,967,004.00	$ 1,711,293.48
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 4YR - Platinum	TAP-20KEPS-DT2SS-4Y-P-A	$ 2,747,416.00	$ 2,390,251.92
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 4YR - Platinum	TAP-25KEPS-DT2SS-4Y-P-A	$ 3,500,540.00	$ 3,045,469.80
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 4YR - Platinum	TAP-30KEPS-DT2SS-4Y-P-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 4YR - Platinum	TAP-35KEPS-DT2SS-4Y-P-A	$ 4,900,756.00	$ 4,263,657.72
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 4YR - Platinum	TAP-40KEPS-DT2SS-4Y-P-A	$ 5,600,864.00	$ 4,872,751.68
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 4YR - Platinum	TAP-45KEPS-DT2SS-4Y-P-A	$ 6,300,972.00	$ 5,481,845.64
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 4YR - Platinum	TAP-50KEPS-DT2SS-4Y-P-A	$ 7,001,080.00	$ 6,090,939.60
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 4YR - Platinum	TAP-55KEPS-DT2SS-4Y-P-A	$ 7,701,188.00	$ 6,700,033.56
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 4YR - Platinum	TAP-60KEPS-DT2SS-4Y-P-A	$ 8,401,296.00	$ 7,309,127.52
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 4YR - Platinum	TAP-65KEPS-DT2SS-4Y-P-A	$ 9,101,404.00	$ 7,918,221.48
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 4YR - Platinum	TAP-70KEPS-DT2SS-4Y-P-A	$ 9,801,512.00	$ 8,527,315.44
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 4YR - Platinum	TAP-75KEPS-DT2SS-4Y-P-A	##############	$ 9,136,409.40
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 4YR - Platinum	TAP-80KEPS-DT2SS-4Y-P-A	##############	$ 9,745,503.36
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 5YR - Platinum	TAP-1KEPS-DT2SS-5Y-P-A	$ 610,925.00	$ 531,504.75
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-DT2SS-5Y-P-A	$ 786,350.00	$ 684,124.50
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 5YR - Platinum	TAP-5KEPS-DT2SS-5Y-P-A	$ 967,025.00	$ 841,311.75
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 5YR - Platinum	TAP-10KEPS-DT2SS-5Y-P-A	$ 1,639,170.00	$ 1,426,077.90
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 5YR - Platinum	TAP-15KEPS-DT2SS-5Y-P-A	$ 2,458,755.00	$ 2,139,116.85
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 5YR - Platinum	TAP-20KEPS-DT2SS-5Y-P-A	$ 3,434,270.00	$ 2,987,814.90
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 5YR - Platinum	TAP-25KEPS-DT2SS-5Y-P-A	$ 4,375,675.00	$ 3,806,837.25
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 5YR - Platinum	TAP-30KEPS-DT2SS-5Y-P-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 5YR - Platinum	TAP-35KEPS-DT2SS-5Y-P-A	$ 6,125,945.00	$ 5,329,572.15
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 5YR - Platinum	TAP-40KEPS-DT2SS-5Y-P-A	$ 7,001,080.00	$ 6,090,939.60
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 5YR - Platinum	TAP-45KEPS-DT2SS-5Y-P-A	$ 7,876,215.00	$ 6,852,307.05
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 5YR - Platinum	TAP-50KEPS-DT2SS-5Y-P-A	$ 8,751,350.00	$ 7,613,674.50
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 5YR - Platinum	TAP-55KEPS-DT2SS-5Y-P-A	$ 9,626,485.00	$ 8,375,041.95
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 5YR - Platinum	TAP-60KEPS-DT2SS-5Y-P-A	##############	$ 9,136,409.40
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 5YR - Platinum	TAP-65KEPS-DT2SS-5Y-P-A	##############	$ 9,897,776.85
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 5YR - Platinum	TAP-70KEPS-DT2SS-5Y-P-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 5YR - Platinum	TAP-75KEPS-DT2SS-5Y-P-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 5YR - Platinum	TAP-80KEPS-DT2SS-5Y-P-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-DT2SS-1Y-PPP-A	$ 128,294.00	$ 111,615.78
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-1Y-PPP-	$ 165,134.00	$ 143,666.58
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-DT2SS-1Y-PPP-A	$ 203,076.00	$ 176,676.12
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-DT2SS-1Y-PPP-A	$ 344,225.00	$ 299,475.75

FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-DT2SS-1Y-PPP-A	$ 516,338.00	$ 449,214.06
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-DT2SS-1Y-PPP-A	$ 721,197.00	$ 627,441.39
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-DT2SS-1Y-PPP-A	$ 918,892.00	$ 799,436.04
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-DT2SS-1Y-PPP-A	$ 1,102,670.00	$ 959,322.90
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-DT2SS-1Y-PPP-A	$ 1,286,448.00	$ 1,119,209.76
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-DT2SS-1Y-PPP-A	$ 1,470,227.00	$ 1,279,097.49
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 1YR - Plat Prio Plus	TAP-45KEPS-DT2SS-1Y-PPP-A	$ 1,654,005.00	$ 1,438,984.35
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 1YR - Plat Prio Plus	TAP-50KEPS-DT2SS-1Y-PPP-A	$ 1,837,784.00	$ 1,598,872.08
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 1YR - Plat Prio Plus	TAP-55KEPS-DT2SS-1Y-PPP-A	$ 2,021,562.00	$ 1,758,758.94
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 1YR - Plat Prio Plus	TAP-60KEPS-DT2SS-1Y-PPP-A	$ 2,205,340.00	$ 1,918,645.80
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 1YR - Plat Prio Plus	TAP-65KEPS-DT2SS-1Y-PPP-A	$ 2,389,119.00	$ 2,078,533.53
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 1YR - Plat Prio Plus	TAP-70KEPS-DT2SS-1Y-PPP-A	$ 2,572,897.00	$ 2,238,420.39
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 1YR - Plat Prio Plus	TAP-75KEPS-DT2SS-1Y-PPP-A	$ 2,756,675.00	$ 2,398,307.25
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 1YR - Plat Prio Plus	TAP-80KEPS-DT2SS-1Y-PPP-A	$ 2,940,453.00	$ 2,558,194.11
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-DT2SS-2Y-PPP-A	$ 256,588.00	$ 223,231.56
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-2Y-PPP-	$ 330,268.00	$ 287,333.16
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-DT2SS-2Y-PPP-A	$ 406,152.00	$ 353,352.24
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-DT2SS-2Y-PPP-A	$ 688,450.00	$ 598,951.50
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-DT2SS-2Y-PPP-A	$ 1,032,676.00	$ 898,428.12
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-DT2SS-2Y-PPP-A	$ 1,442,394.00	$ 1,254,882.78
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-DT2SS-2Y-PPP-A	$ 1,837,784.00	$ 1,598,872.08
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-DT2SS-2Y-PPP-A	$ 2,205,340.00	$ 1,918,645.80
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-DT2SS-2Y-PPP-A	$ 2,572,896.00	$ 2,238,419.52
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-DT2SS-2Y-PPP-A	$ 2,940,454.00	$ 2,558,194.98
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 2YR - Plat Prio Plus	TAP-45KEPS-DT2SS-2Y-PPP-A	$ 3,308,010.00	$ 2,877,968.70
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 2YR - Plat Prio Plus	TAP-50KEPS-DT2SS-2Y-PPP-A	$ 3,675,568.00	$ 3,197,744.16
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 2YR - Plat Prio Plus	TAP-55KEPS-DT2SS-2Y-PPP-A	$ 4,043,124.00	$ 3,517,517.88
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 2YR - Plat Prio Plus	TAP-60KEPS-DT2SS-2Y-PPP-A	$ 4,410,680.00	$ 3,837,291.60
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 2YR - Plat Prio Plus	TAP-65KEPS-DT2SS-2Y-PPP-A	$ 4,778,238.00	$ 4,157,067.06
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 2YR - Plat Prio Plus	TAP-70KEPS-DT2SS-2Y-PPP-A	$ 5,145,794.00	$ 4,476,840.78
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 2YR - Plat Prio Plus	TAP-75KEPS-DT2SS-2Y-PPP-A	$ 5,513,350.00	$ 4,796,614.50
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 2YR - Plat Prio Plus	TAP-80KEPS-DT2SS-2Y-PPP-A	$ 5,880,906.00	$ 5,116,388.22
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-DT2SS-3Y-PPP-A	$ 384,882.00	$ 334,847.34
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-3Y-PPP-	$ 495,402.00	$ 430,999.74
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-DT2SS-3Y-PPP-A	$ 609,228.00	$ 530,028.36
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-DT2SS-3Y-PPP-A	$ 1,032,675.00	$ 898,427.25
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-DT2SS-3Y-PPP-A	$ 1,549,014.00	$ 1,347,642.18
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-DT2SS-3Y-PPP-A	$ 2,163,591.00	$ 1,882,324.17
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-DT2SS-3Y-PPP-A	$ 2,756,676.00	$ 2,398,308.12
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-DT2SS-3Y-PPP-A	$ 3,308,010.00	$ 2,877,968.70
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-DT2SS-3Y-PPP-A	$ 3,859,344.00	$ 3,357,629.28
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-DT2SS-3Y-PPP-A	$ 4,410,681.00	$ 3,837,292.47
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 3YR - Plat Prio Plus	TAP-45KEPS-DT2SS-3Y-PPP-A	$ 4,962,015.00	$ 4,316,953.05
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 3YR - Plat Prio Plus	TAP-50KEPS-DT2SS-3Y-PPP-A	$ 5,513,352.00	$ 4,796,616.24
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 3YR - Plat Prio Plus	TAP-55KEPS-DT2SS-3Y-PPP-A	$ 6,064,686.00	$ 5,276,276.82
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 3YR - Plat Prio Plus	TAP-60KEPS-DT2SS-3Y-PPP-A	$ 6,616,020.00	$ 5,755,937.40
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 3YR - Plat Prio Plus	TAP-65KEPS-DT2SS-3Y-PPP-A	$ 7,167,357.00	$ 6,235,600.59
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 3YR - Plat Prio Plus	TAP-70KEPS-DT2SS-3Y-PPP-A	$ 7,718,691.00	$ 6,715,261.17
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 3YR - Plat Prio Plus	TAP-75KEPS-DT2SS-3Y-PPP-A	$ 8,270,025.00	$ 7,194,921.75

FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 3YR - Plat Prio Plus	TAP-80KEPS-DT2SS-3Y-PPP-A	$ 8,821,359.00	$ 7,674,582.33
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-DT2SS-4Y-PPP-A	$ 513,176.00	$ 446,463.12
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-4Y-PPP-	$ 660,536.00	$ 574,666.32
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-DT2SS-4Y-PPP-A	$ 812,304.00	$ 706,704.48
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-DT2SS-4Y-PPP-A	$ 1,376,900.00	$ 1,197,903.00
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-DT2SS-4Y-PPP-A	$ 2,065,352.00	$ 1,796,856.24
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-DT2SS-4Y-PPP-A	$ 2,884,788.00	$ 2,509,765.56
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-DT2SS-4Y-PPP-A	$ 3,675,568.00	$ 3,197,744.16
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-DT2SS-4Y-PPP-A	$ 4,410,680.00	$ 3,837,291.60
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-DT2SS-4Y-PPP-A	$ 5,145,792.00	$ 4,476,839.04
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-DT2SS-4Y-PPP-A	$ 5,880,908.00	$ 5,116,389.96
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 4YR - Plat Prio Plus	TAP-45KEPS-DT2SS-4Y-PPP-A	$ 6,616,020.00	$ 5,755,937.40
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 4YR - Plat Prio Plus	TAP-50KEPS-DT2SS-4Y-PPP-A	$ 7,351,136.00	$ 6,395,488.32
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 4YR - Plat Prio Plus	TAP-55KEPS-DT2SS-4Y-PPP-A	$ 8,086,248.00	$ 7,035,035.76
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 4YR - Plat Prio Plus	TAP-60KEPS-DT2SS-4Y-PPP-A	$ 8,821,360.00	$ 7,674,583.20
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 4YR - Plat Prio Plus	TAP-65KEPS-DT2SS-4Y-PPP-A	$ 9,556,476.00	$ 8,314,134.12
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 4YR - Plat Prio Plus	TAP-70KEPS-DT2SS-4Y-PPP-A	############	$ 8,953,681.56
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 4YR - Plat Prio Plus	TAP-75KEPS-DT2SS-4Y-PPP-A	############	$ 9,593,229.00
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 4YR - Plat Prio Plus	TAP-80KEPS-DT2SS-4Y-PPP-A	############	############
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-DT2SS-5Y-PPP-A	$ 641,470.00	$ 558,078.90
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-5Y-PPP-	$ 825,670.00	$ 718,332.90
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-DT2SS-5Y-PPP-A	$ 1,015,380.00	$ 883,380.60
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-DT2SS-5Y-PPP-A	$ 1,721,125.00	$ 1,497,378.75
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-DT2SS-5Y-PPP-A	$ 2,581,690.00	$ 2,246,070.30
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-DT2SS-5Y-PPP-A	$ 3,605,985.00	$ 3,137,206.95
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-DT2SS-5Y-PPP-A	$ 4,594,460.00	$ 3,997,180.20
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-DT2SS-5Y-PPP-A	$ 5,513,350.00	$ 4,796,614.50
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-DT2SS-5Y-PPP-A	$ 6,432,240.00	$ 5,596,048.80
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-DT2SS-5Y-PPP-A	$ 7,351,135.00	$ 6,395,487.45
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 5YR - Plat Prio Plus	TAP-45KEPS-DT2SS-5Y-PPP-A	$ 8,270,025.00	$ 7,194,921.75
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 5YR - Plat Prio Plus	TAP-50KEPS-DT2SS-5Y-PPP-A	$ 9,188,920.00	$ 7,994,360.40
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 5YR - Plat Prio Plus	TAP-55KEPS-DT2SS-5Y-PPP-A	############	$ 8,793,794.70
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 5YR - Plat Prio Plus	TAP-60KEPS-DT2SS-5Y-PPP-A	############	$ 9,593,229.00
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 5YR - Plat Prio Plus	TAP-65KEPS-DT2SS-5Y-PPP-A	############	############
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 5YR - Plat Prio Plus	TAP-70KEPS-DT2SS-5Y-PPP-A	############	############
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 5YR - Plat Prio Plus	TAP-75KEPS-DT2SS-5Y-PPP-A	############	############
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 5YR - Plat Prio Plus	TAP-80KEPS-DT2SS-5Y-PPP-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 1YR - Platinum	TAP-1KEPS-DT2LS-1Y-P-A	$ 381,961.00	$ 332,306.07
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-DT2LS-1Y-P-A	$ 481,990.00	$ 419,331.30
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 1YR - Platinum	TAP-5KEPS-DT2LS-1Y-P-A	$ 583,069.00	$ 507,270.03
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 1YR - Platinum	TAP-10KEPS-DT2LS-1Y-P-A	$ 977,274.00	$ 850,228.38
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 1YR - Platinum	TAP-15KEPS-DT2LS-1Y-P-A	$ 1,465,911.00	$ 1,275,342.57
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 1YR - Platinum	TAP-20KEPS-DT2LS-1Y-P-A	$ 1,985,734.00	$ 1,727,588.58
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 1YR - Platinum	TAP-25KEPS-DT2LS-1Y-P-A	$ 2,498,735.00	$ 2,173,899.45
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 1YR - Platinum	TAP-30KEPS-DT2LS-1Y-P-A	$ 2,998,482.00	$ 2,608,679.34
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 1YR - Platinum	TAP-35KEPS-DT2LS-1Y-P-A	$ 3,498,229.00	$ 3,043,459.23
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 1YR - Platinum	TAP-40KEPS-DT2LS-1Y-P-A	$ 3,997,976.00	$ 3,478,239.12
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 2YR - Platinum	TAP-1KEPS-DT2LS-2Y-P-A	$ 763,922.00	$ 664,612.14
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-DT2LS-2Y-P-A	$ 963,980.00	$ 838,662.60

FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 2YR - Platinum	TAP-5KEPS-DT2LS-2Y-P-A	$ 1,166,138.00	$ 1,014,540.06
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 2YR - Platinum	TAP-10KEPS-DT2LS-2Y-P-A	$ 1,954,548.00	$ 1,700,456.76
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 2YR - Platinum	TAP-15KEPS-DT2LS-2Y-P-A	$ 2,931,822.00	$ 2,550,685.14
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 2YR - Platinum	TAP-20KEPS-DT2LS-2Y-P-A	$ 3,971,468.00	$ 3,455,177.16
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 2YR - Platinum	TAP-25KEPS-DT2LS-2Y-P-A	$ 4,997,470.00	$ 4,347,798.90
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 2YR - Platinum	TAP-30KEPS-DT2LS-2Y-P-A	$ 5,996,964.00	$ 5,217,358.68
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 2YR - Platinum	TAP-35KEPS-DT2LS-2Y-P-A	$ 6,996,458.00	$ 6,086,918.46
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 2YR - Platinum	TAP-40KEPS-DT2LS-2Y-P-A	$ 7,995,952.00	$ 6,956,478.24
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 3YR - Platinum	TAP-1KEPS-DT2LS-3Y-P-A	$ 1,145,883.00	$ 996,918.21
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-DT2LS-3Y-P-A	$ 1,445,970.00	$ 1,257,993.90
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 3YR - Platinum	TAP-5KEPS-DT2LS-3Y-P-A	$ 1,749,207.00	$ 1,521,810.09
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 3YR - Platinum	TAP-10KEPS-DT2LS-3Y-P-A	$ 2,931,822.00	$ 2,550,685.14
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 3YR - Platinum	TAP-15KEPS-DT2LS-3Y-P-A	$ 4,397,733.00	$ 3,826,027.71
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 3YR - Platinum	TAP-20KEPS-DT2LS-3Y-P-A	$ 5,957,202.00	$ 5,182,765.74
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 3YR - Platinum	TAP-25KEPS-DT2LS-3Y-P-A	$ 7,496,205.00	$ 6,521,698.35
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 3YR - Platinum	TAP-30KEPS-DT2LS-3Y-P-A	$ 8,995,446.00	$ 7,826,038.02
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 3YR - Platinum	TAP-35KEPS-DT2LS-3Y-P-A	##########	$ 9,130,377.69
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 3YR - Platinum	TAP-40KEPS-DT2LS-3Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 4YR - Platinum	TAP-1KEPS-DT2LS-4Y-P-A	$ 1,527,844.00	$ 1,329,224.28
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-DT2LS-4Y-P-A	$ 1,927,960.00	$ 1,677,325.20
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 4YR - Platinum	TAP-5KEPS-DT2LS-4Y-P-A	$ 2,332,276.00	$ 2,029,080.12
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 4YR - Platinum	TAP-10KEPS-DT2LS-4Y-P-A	$ 3,909,096.00	$ 3,400,913.52
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 4YR - Platinum	TAP-15KEPS-DT2LS-4Y-P-A	$ 5,863,644.00	$ 5,101,370.28
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 4YR - Platinum	TAP-20KEPS-DT2LS-4Y-P-A	$ 7,942,936.00	$ 6,910,354.32
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 4YR - Platinum	TAP-25KEPS-DT2LS-4Y-P-A	$ 9,994,940.00	$ 8,695,597.80
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 4YR - Platinum	TAP-30KEPS-DT2LS-4Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 4YR - Platinum	TAP-35KEPS-DT2LS-4Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 4YR - Platinum	TAP-40KEPS-DT2LS-4Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 5YR - Platinum	TAP-1KEPS-DT2LS-5Y-P-A	$ 1,909,805.00	$ 1,661,530.35
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-DT2LS-5Y-P-A	$ 2,409,950.00	$ 2,096,656.50
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 5YR - Platinum	TAP-5KEPS-DT2LS-5Y-P-A	$ 2,915,345.00	$ 2,536,350.15
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 5YR - Platinum	TAP-10KEPS-DT2LS-5Y-P-A	$ 4,886,370.00	$ 4,251,141.90
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 5YR - Platinum	TAP-15KEPS-DT2LS-5Y-P-A	$ 7,329,555.00	$ 6,376,712.85
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 5YR - Platinum	TAP-20KEPS-DT2LS-5Y-P-A	$ 9,928,670.00	$ 8,637,942.90
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 5YR - Platinum	TAP-25KEPS-DT2LS-5Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 5YR - Platinum	TAP-30KEPS-DT2LS-5Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 5YR - Platinum	TAP-35KEPS-DT2LS-5Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 5YR - Platinum	TAP-40KEPS-DT2LS-5Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-DT2LS-1Y-PPP-A	$ 401,059.00	$ 348,921.33
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-1Y-PPP-A	$ 506,090.00	$ 440,298.30
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-DT2LS-1Y-PPP-A	$ 612,223.00	$ 532,634.01
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-DT2LS-1Y-PPP-A	$ 1,026,137.00	$ 892,739.19
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-DT2LS-1Y-PPP-A	$ 1,539,206.00	$ 1,339,109.22
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-DT2LS-1Y-PPP-A	$ 2,085,021.00	$ 1,813,968.27
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-DT2LS-1Y-PPP-A	$ 2,623,672.00	$ 2,282,594.64
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-DT2LS-1Y-PPP-A	$ 3,148,406.00	$ 2,739,113.22
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-DT2LS-1Y-PPP-A	$ 3,673,140.00	$ 3,195,631.80
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-DT2LS-1Y-PPP-A	$ 4,197,875.00	$ 3,652,151.25
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-DT2LS-2Y-PPP-A	$ 802,118.00	$ 697,842.66

FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-2Y-PPP-A	$ 1,012,180.00	$ 880,596.60
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-DT2LS-2Y-PPP-A	$ 1,224,446.00	$ 1,065,268.02
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-DT2LS-2Y-PPP-A	$ 2,052,274.00	$ 1,785,478.38
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-DT2LS-2Y-PPP-A	$ 3,078,412.00	$ 2,678,218.44
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-DT2LS-2Y-PPP-A	$ 4,170,042.00	$ 3,627,936.54
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-DT2LS-2Y-PPP-A	$ 5,247,344.00	$ 4,565,189.28
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-DT2LS-2Y-PPP-A	$ 6,296,812.00	$ 5,478,226.44
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-DT2LS-2Y-PPP-A	$ 7,346,280.00	$ 6,391,263.60
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-DT2LS-2Y-PPP-A	$ 8,395,750.00	$ 7,304,302.50
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-DT2LS-3Y-PPP-A	$ 1,203,177.00	$ 1,046,763.99
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-3Y-PPP-A	$ 1,518,270.00	$ 1,320,894.90
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-DT2LS-3Y-PPP-A	$ 1,836,669.00	$ 1,597,902.03
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-DT2LS-3Y-PPP-A	$ 3,078,411.00	$ 2,678,217.57
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-DT2LS-3Y-PPP-A	$ 4,617,618.00	$ 4,017,327.66
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-DT2LS-3Y-PPP-A	$ 6,255,063.00	$ 5,441,904.81
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-DT2LS-3Y-PPP-A	$ 7,871,016.00	$ 6,847,783.92
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-DT2LS-3Y-PPP-A	$ 9,445,218.00	$ 8,217,339.66
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-DT2LS-3Y-PPP-A	##############	$ 9,586,895.40
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-DT2LS-3Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-DT2LS-4Y-PPP-A	$ 1,604,236.00	$ 1,395,685.32
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-4Y-PPP-A	$ 2,024,360.00	$ 1,761,193.20
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-DT2LS-4Y-PPP-A	$ 2,448,892.00	$ 2,130,536.04
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-DT2LS-4Y-PPP-A	$ 4,104,548.00	$ 3,570,956.76
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-DT2LS-4Y-PPP-A	$ 6,156,824.00	$ 5,356,436.88
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-DT2LS-4Y-PPP-A	$ 8,340,084.00	$ 7,255,873.08
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-DT2LS-4Y-PPP-A	##############	$ 9,130,378.56
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-DT2LS-4Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-DT2LS-4Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-DT2LS-4Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-DT2LS-5Y-PPP-A	$ 2,005,295.00	$ 1,744,606.65
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-5Y-PPP-A	$ 2,530,450.00	$ 2,201,491.50
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-DT2LS-5Y-PPP-A	$ 3,061,115.00	$ 2,663,170.05
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-DT2LS-5Y-PPP-A	$ 5,130,685.00	$ 4,463,695.95
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-DT2LS-5Y-PPP-A	$ 7,696,030.00	$ 6,695,546.10
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-DT2LS-5Y-PPP-A	##############	$ 9,069,841.35
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-DT2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-DT2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-DT2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-DT2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 1YR - Platinum	TAP-1KEPS-SS2LS-1Y-P-A	$ 259,776.00	$ 226,005.12
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-SS2LS-1Y-P-A	$ 324,720.00	$ 282,506.40
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 1YR - Platinum	TAP-5KEPS-SS2LS-1Y-P-A	$ 389,664.00	$ 339,007.68
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 1YR - Platinum	TAP-10KEPS-SS2LS-1Y-P-A	$ 649,440.00	$ 565,012.80
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 1YR - Platinum	TAP-15KEPS-SS2LS-1Y-P-A	$ 974,160.00	$ 847,519.20
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 1YR - Platinum	TAP-20KEPS-SS2LS-1Y-P-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 1YR - Platinum	TAP-25KEPS-SS2LS-1Y-P-A	$ 1,623,600.00	$ 1,412,532.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 1YR - Platinum	TAP-30KEPS-SS2LS-1Y-P-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 1YR - Platinum	TAP-35KEPS-SS2LS-1Y-P-A	$ 2,273,040.00	$ 1,977,544.80
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 1YR - Platinum	TAP-40KEPS-SS2LS-1Y-P-A	$ 2,597,760.00	$ 2,260,051.20

FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 2YR - Platinum	TAP-1KEPS-SS2LS-2Y-P-A	$ 519,552.00	$ 452,010.24
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-SS2LS-2Y-P-A	$ 649,440.00	$ 565,012.80
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 2YR - Platinum	TAP-5KEPS-SS2LS-2Y-P-A	$ 779,328.00	$ 678,015.36
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 2YR - Platinum	TAP-10KEPS-SS2LS-2Y-P-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 2YR - Platinum	TAP-15KEPS-SS2LS-2Y-P-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 2YR - Platinum	TAP-20KEPS-SS2LS-2Y-P-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 2YR - Platinum	TAP-25KEPS-SS2LS-2Y-P-A	$ 3,247,200.00	$ 2,825,064.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 2YR - Platinum	TAP-30KEPS-SS2LS-2Y-P-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 2YR - Platinum	TAP-35KEPS-SS2LS-2Y-P-A	$ 4,546,080.00	$ 3,955,089.60
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 2YR - Platinum	TAP-40KEPS-SS2LS-2Y-P-A	$ 5,195,520.00	$ 4,520,102.40
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 3YR - Platinum	TAP-1KEPS-SS2LS-3Y-P-A	$ 779,328.00	$ 678,015.36
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-SS2LS-3Y-P-A	$ 974,160.00	$ 847,519.20
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 3YR - Platinum	TAP-5KEPS-SS2LS-3Y-P-A	$ 1,168,992.00	$ 1,017,023.04
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 3YR - Platinum	TAP-10KEPS-SS2LS-3Y-P-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 3YR - Platinum	TAP-15KEPS-SS2LS-3Y-P-A	$ 2,922,480.00	$ 2,542,557.60
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 3YR - Platinum	TAP-20KEPS-SS2LS-3Y-P-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 3YR - Platinum	TAP-25KEPS-SS2LS-3Y-P-A	$ 4,870,800.00	$ 4,237,596.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 3YR - Platinum	TAP-30KEPS-SS2LS-3Y-P-A	$ 5,844,960.00	$ 5,085,115.20
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 3YR - Platinum	TAP-35KEPS-SS2LS-3Y-P-A	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 3YR - Platinum	TAP-40KEPS-SS2LS-3Y-P-A	$ 7,793,280.00	$ 6,780,153.60
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 4YR - Platinum	TAP-1KEPS-SS2LS-4Y-P-A	$ 1,039,104.00	$ 904,020.48
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-SS2LS-4Y-P-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 4YR - Platinum	TAP-5KEPS-SS2LS-4Y-P-A	$ 1,558,656.00	$ 1,356,030.72
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 4YR - Platinum	TAP-10KEPS-SS2LS-4Y-P-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 4YR - Platinum	TAP-15KEPS-SS2LS-4Y-P-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 4YR - Platinum	TAP-20KEPS-SS2LS-4Y-P-A	$ 5,195,520.00	$ 4,520,102.40
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 4YR - Platinum	TAP-25KEPS-SS2LS-4Y-P-A	$ 6,494,400.00	$ 5,650,128.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 4YR - Platinum	TAP-30KEPS-SS2LS-4Y-P-A	$ 7,793,280.00	$ 6,780,153.60
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 4YR - Platinum	TAP-35KEPS-SS2LS-4Y-P-A	$ 9,092,160.00	$ 7,910,179.20
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 4YR - Platinum	TAP-40KEPS-SS2LS-4Y-P-A	##############	$ 9,040,204.80
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 5YR - Platinum	TAP-1KEPS-SS2LS-5Y-P-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-SS2LS-5Y-P-A	$ 1,623,600.00	$ 1,412,532.00
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 5YR - Platinum	TAP-5KEPS-SS2LS-5Y-P-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 5YR - Platinum	TAP-10KEPS-SS2LS-5Y-P-A	$ 3,247,200.00	$ 2,825,064.00
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 5YR - Platinum	TAP-15KEPS-SS2LS-5Y-P-A	$ 4,870,800.00	$ 4,237,596.00
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 5YR - Platinum	TAP-20KEPS-SS2LS-5Y-P-A	$ 6,494,400.00	$ 5,650,128.00
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 5YR - Platinum	TAP-25KEPS-SS2LS-5Y-P-A	$ 8,118,000.00	$ 7,062,660.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 5YR - Platinum	TAP-30KEPS-SS2LS-5Y-P-A	$ 9,741,600.00	$ 8,475,192.00
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 5YR - Platinum	TAP-35KEPS-SS2LS-5Y-P-A	##############	$ 9,887,724.00
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 5YR - Platinum	TAP-40KEPS-SS2LS-5Y-P-A	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-SS2LS-1Y-PPP-A	$ 272,765.00	$ 237,305.55
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-1Y-PPP-A	$ 340,956.00	$ 296,631.72
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-SS2LS-1Y-PPP-A	$ 409,147.00	$ 355,957.89
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-SS2LS-1Y-PPP-A	$ 681,912.00	$ 593,263.44
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-SS2LS-1Y-PPP-A	$ 1,022,868.00	$ 889,895.16
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-SS2LS-1Y-PPP-A	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-SS2LS-1Y-PPP-A	$ 1,704,780.00	$ 1,483,158.60
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-SS2LS-1Y-PPP-A	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-SS2LS-1Y-PPP-A	$ 2,386,692.00	$ 2,076,422.04

FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-SS2LS-1Y-PPP-A	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-SS2LS-2Y-PPP-A	$ 545,530.00	$ 474,611.10
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-2Y-PPP-A	$ 681,912.00	$ 593,263.44
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-SS2LS-2Y-PPP-A	$ 818,294.00	$ 711,915.78
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-SS2LS-2Y-PPP-A	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-SS2LS-2Y-PPP-A	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-SS2LS-2Y-PPP-A	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-SS2LS-2Y-PPP-A	$ 3,409,560.00	$ 2,966,317.20
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-SS2LS-2Y-PPP-A	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-SS2LS-2Y-PPP-A	$ 4,773,384.00	$ 4,152,844.08
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-SS2LS-2Y-PPP-A	$ 5,455,296.00	$ 4,746,107.52
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-SS2LS-3Y-PPP-A	$ 818,295.00	$ 711,916.65
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-3Y-PPP-A	$ 1,022,868.00	$ 889,895.16
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-SS2LS-3Y-PPP-A	$ 1,227,441.00	$ 1,067,873.67
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-SS2LS-3Y-PPP-A	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-SS2LS-3Y-PPP-A	$ 3,068,604.00	$ 2,669,685.48
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-SS2LS-3Y-PPP-A	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-SS2LS-3Y-PPP-A	$ 5,114,340.00	$ 4,449,475.80
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-SS2LS-3Y-PPP-A	$ 6,137,208.00	$ 5,339,370.96
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-SS2LS-3Y-PPP-A	$ 7,160,076.00	$ 6,229,266.12
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-SS2LS-3Y-PPP-A	$ 8,182,944.00	$ 7,119,161.28
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-SS2LS-4Y-PPP-A	$ 1,091,060.00	$ 949,222.20
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-4Y-PPP-A	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-SS2LS-4Y-PPP-A	$ 1,636,588.00	$ 1,423,831.56
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-SS2LS-4Y-PPP-A	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-SS2LS-4Y-PPP-A	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-SS2LS-4Y-PPP-A	$ 5,455,296.00	$ 4,746,107.52
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-SS2LS-4Y-PPP-A	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-SS2LS-4Y-PPP-A	$ 8,182,944.00	$ 7,119,161.28
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-SS2LS-4Y-PPP-A	$ 9,546,768.00	$ 8,305,688.16
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-SS2LS-4Y-PPP-A	##############	$ 9,492,215.04
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-SS2LS-5Y-PPP-A	$ 1,363,825.00	$ 1,186,527.75
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-5Y-PPP-A	$ 1,704,780.00	$ 1,483,158.60
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-SS2LS-5Y-PPP-A	$ 2,045,735.00	$ 1,779,789.45
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-SS2LS-5Y-PPP-A	$ 3,409,560.00	$ 2,966,317.20
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-SS2LS-5Y-PPP-A	$ 5,114,340.00	$ 4,449,475.80
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-SS2LS-5Y-PPP-A	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-SS2LS-5Y-PPP-A	$ 8,523,900.00	$ 7,415,793.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-SS2LS-5Y-PPP-A	##############	$ 8,898,951.60
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-SS2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-SS2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS	TAP-1KEPS-BD-1Y-US	$ 110,450.00	$ 96,091.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-BD-1Y-US	$ 118,988.00	$ 103,519.56
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS	TAP-5KEPS-BD-1Y-US	$ 121,208.00	$ 105,450.96
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS	TAP-10KEPS-BD-1Y-US	$ 148,132.00	$ 128,874.84
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS	TAP-15KEPS-BD-1Y-US	$ 222,198.00	$ 193,312.26
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS	TAP-20KEPS-BD-1Y-US	$ 265,078.00	$ 230,617.86
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS	TAP-25KEPS-BD-1Y-US	$ 314,780.00	$ 273,858.60
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS	TAP-30KEPS-BD-1Y-US	$ 377,736.00	$ 328,630.32

FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS	TAP-35KEPS-BD-1Y-US	$ 440,692.00	$ 383,402.04
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS	TAP-40KEPS-BD-1Y-US	$ 503,648.00	$ 438,173.76
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS	TAP-45KEPS-BD-1Y-US	$ 566,604.00	$ 492,945.48
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS	TAP-50KEPS-BD-1Y-US	$ 629,560.00	$ 547,717.20
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS	TAP-55KEPS-BD-1Y-US	$ 692,516.00	$ 602,488.92
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS	TAP-60KEPS-BD-1Y-US	$ 755,472.00	$ 657,260.64
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS	TAP-65KEPS-BD-1Y-US	$ 818,428.00	$ 712,032.36
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS	TAP-70KEPS-BD-1Y-US	$ 881,384.00	$ 766,804.08
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS	TAP-75KEPS-BD-1Y-US	$ 944,340.00	$ 821,575.80
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS	TAP-80KEPS-BD-1Y-US	$ 1,007,296.00	$ 876,347.52
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS	TAP-1KEPS-BD-2Y-US	$ 220,900.00	$ 192,183.00
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-BD-2Y-US	$ 237,976.00	$ 207,039.12
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS	TAP-5KEPS-BD-2Y-US	$ 242,416.00	$ 210,901.92
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS	TAP-10KEPS-BD-2Y-US	$ 296,264.00	$ 257,749.68
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS	TAP-15KEPS-BD-2Y-US	$ 444,396.00	$ 386,624.52
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS	TAP-20KEPS-BD-2Y-US	$ 530,156.00	$ 461,235.72
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS	TAP-25KEPS-BD-2Y-US	$ 629,560.00	$ 547,717.20
FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS	TAP-30KEPS-BD-2Y-US	$ 755,472.00	$ 657,260.64
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS	TAP-35KEPS-BD-2Y-US	$ 881,384.00	$ 766,804.08
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS	TAP-40KEPS-BD-2Y-US	$ 1,007,296.00	$ 876,347.52
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS	TAP-45KEPS-BD-2Y-US	$ 1,133,208.00	$ 985,890.96
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS	TAP-50KEPS-BD-2Y-US	$ 1,259,120.00	$ 1,095,434.40
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS	TAP-55KEPS-BD-2Y-US	$ 1,385,032.00	$ 1,204,977.84
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS	TAP-60KEPS-BD-2Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS	TAP-65KEPS-BD-2Y-US	$ 1,636,856.00	$ 1,424,064.72
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS	TAP-70KEPS-BD-2Y-US	$ 1,762,768.00	$ 1,533,608.16
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS	TAP-75KEPS-BD-2Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS	TAP-80KEPS-BD-2Y-US	$ 2,014,592.00	$ 1,752,695.04
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS	TAP-1KEPS-BD-3Y-US	$ 331,350.00	$ 288,274.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-BD-3Y-US	$ 356,964.00	$ 310,558.68
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS	TAP-5KEPS-BD-3Y-US	$ 363,624.00	$ 316,352.88
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS	TAP-10KEPS-BD-3Y-US	$ 444,396.00	$ 386,624.52
FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS	TAP-15KEPS-BD-3Y-US	$ 666,594.00	$ 579,936.78
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS	TAP-20KEPS-BD-3Y-US	$ 795,234.00	$ 691,853.58
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS	TAP-25KEPS-BD-3Y-US	$ 944,340.00	$ 821,575.80
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS	TAP-30KEPS-BD-3Y-US	$ 1,133,208.00	$ 985,890.96
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS	TAP-35KEPS-BD-3Y-US	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS	TAP-40KEPS-BD-3Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS	TAP-45KEPS-BD-3Y-US	$ 1,699,812.00	$ 1,478,836.44
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS	TAP-50KEPS-BD-3Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS	TAP-55KEPS-BD-3Y-US	$ 2,077,548.00	$ 1,807,466.76
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS	TAP-60KEPS-BD-3Y-US	$ 2,266,416.00	$ 1,971,781.92
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS	TAP-65KEPS-BD-3Y-US	$ 2,455,284.00	$ 2,136,097.08
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS	TAP-70KEPS-BD-3Y-US	$ 2,644,152.00	$ 2,300,412.24
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS	TAP-75KEPS-BD-3Y-US	$ 2,833,020.00	$ 2,464,727.40
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS	TAP-80KEPS-BD-3Y-US	$ 3,021,888.00	$ 2,629,042.56
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS	TAP-1KEPS-BD-4Y-US	$ 441,800.00	$ 384,366.00
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-BD-4Y-US	$ 475,952.00	$ 414,078.24
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS	TAP-5KEPS-BD-4Y-US	$ 484,832.00	$ 421,803.84

FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS	TAP-10KEPS-BD-4Y-US	$ 592,528.00	$ 515,499.36
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS	TAP-15KEPS-BD-4Y-US	$ 888,792.00	$ 773,249.04
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS	TAP-20KEPS-BD-4Y-US	$ 1,060,312.00	$ 922,471.44
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS	TAP-25KEPS-BD-4Y-US	$ 1,259,120.00	$ 1,095,434.40
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS	TAP-30KEPS-BD-4Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS	TAP-35KEPS-BD-4Y-US	$ 1,762,768.00	$ 1,533,608.16
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS	TAP-40KEPS-BD-4Y-US	$ 2,014,592.00	$ 1,752,695.04
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS	TAP-45KEPS-BD-4Y-US	$ 2,266,416.00	$ 1,971,781.92
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS	TAP-50KEPS-BD-4Y-US	$ 2,518,240.00	$ 2,190,868.80
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS	TAP-55KEPS-BD-4Y-US	$ 2,770,064.00	$ 2,409,955.68
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS	TAP-60KEPS-BD-4Y-US	$ 3,021,888.00	$ 2,629,042.56
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS	TAP-65KEPS-BD-4Y-US	$ 3,273,712.00	$ 2,848,129.44
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS	TAP-70KEPS-BD-4Y-US	$ 3,525,536.00	$ 3,067,216.32
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS	TAP-75KEPS-BD-4Y-US	$ 3,777,360.00	$ 3,286,303.20
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS	TAP-80KEPS-BD-4Y-US	$ 4,029,184.00	$ 3,505,390.08
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - GovUS	TAP-1KEPS-BD-5Y-US	$ 552,250.00	$ 480,457.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-BD-5Y-US	$ 594,940.00	$ 517,597.80
FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - GovUS	TAP-5KEPS-BD-5Y-US	$ 606,040.00	$ 527,254.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - GovUS	TAP-10KEPS-BD-5Y-US	$ 740,660.00	$ 644,374.20
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - GovUS	TAP-15KEPS-BD-5Y-US	$ 1,110,990.00	$ 966,561.30
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - GovUS	TAP-20KEPS-BD-5Y-US	$ 1,325,390.00	$ 1,153,089.30
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - GovUS	TAP-25KEPS-BD-5Y-US	$ 1,573,900.00	$ 1,369,293.00
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - GovUS	TAP-30KEPS-BD-5Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - GovUS	TAP-35KEPS-BD-5Y-US	$ 2,203,460.00	$ 1,917,010.20
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - GovUS	TAP-40KEPS-BD-5Y-US	$ 2,518,240.00	$ 2,190,868.80
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - GovUS	TAP-45KEPS-BD-5Y-US	$ 2,833,020.00	$ 2,464,727.40
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - GovUS	TAP-50KEPS-BD-5Y-US	$ 3,147,800.00	$ 2,738,586.00
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - GovUS	TAP-55KEPS-BD-5Y-US	$ 3,462,580.00	$ 3,012,444.60
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - GovUS	TAP-60KEPS-BD-5Y-US	$ 3,777,360.00	$ 3,286,303.20
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - GovUS	TAP-65KEPS-BD-5Y-US	$ 4,092,140.00	$ 3,560,161.80
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - GovUS	TAP-70KEPS-BD-5Y-US	$ 4,406,920.00	$ 3,834,020.40
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - GovUS	TAP-75KEPS-BD-5Y-US	$ 4,721,700.00	$ 4,107,879.00
FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - GovUS	TAP-80KEPS-BD-5Y-US	$ 5,036,480.00	$ 4,381,737.60
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS	RN-TAP-1KEPS-BD-1Y-US	$ 110,450.00	$ 96,091.50
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS	RN-TAP-2.5KEPS-BD-1Y-US	$ 118,988.00	$ 103,519.56
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS	RN-TAP-5KEPS-BD-1Y-US	$ 121,208.00	$ 105,450.96
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS	RN-TAP-10KEPS-BD-1Y-US	$ 148,132.00	$ 128,874.84
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS	RN-TAP-15KEPS-BD-1Y-US	$ 222,198.00	$ 193,312.26
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS	RN-TAP-20KEPS-BD-1Y-US	$ 265,078.00	$ 230,617.86
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS	RN-TAP-25KEPS-BD-1Y-US	$ 314,780.00	$ 273,858.60
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS	RN-TAP-30KEPS-BD-1Y-US	$ 377,736.00	$ 328,630.32
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS	RN-TAP-35KEPS-BD-1Y-US	$ 440,692.00	$ 383,402.04
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS	RN-TAP-40KEPS-BD-1Y-US	$ 503,648.00	$ 438,173.76
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS	RN-TAP-45KEPS-BD-1Y-US	$ 566,604.00	$ 492,945.48
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS	RN-TAP-50KEPS-BD-1Y-US	$ 629,560.00	$ 547,717.20
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS	RN-TAP-55KEPS-BD-1Y-US	$ 692,516.00	$ 602,488.92
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS	RN-TAP-60KEPS-BD-1Y-US	$ 755,472.00	$ 657,260.64
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS	RN-TAP-65KEPS-BD-1Y-US	$ 818,428.00	$ 712,032.36
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS	RN-TAP-70KEPS-BD-1Y-US	$ 881,384.00	$ 766,804.08

FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS	RN-TAP-75KEPS-BD-1Y-US	$ 944,340.00	$ 821,575.80
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS	RN-TAP-80KEPS-BD-1Y-US	$ 1,007,296.00	$ 876,347.52
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS	RN-TAP-1KEPS-BD-2Y-US	$ 220,900.00	$ 192,183.00
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS	RN-TAP-2.5KEPS-BD-2Y-US	$ 237,976.00	$ 207,039.12
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS	RN-TAP-5KEPS-BD-2Y-US	$ 242,416.00	$ 210,901.92
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS	RN-TAP-10KEPS-BD-2Y-US	$ 296,264.00	$ 257,749.68
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS	RN-TAP-15KEPS-BD-2Y-US	$ 444,396.00	$ 386,624.52
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS	RN-TAP-20KEPS-BD-2Y-US	$ 530,156.00	$ 461,235.72
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS	RN-TAP-25KEPS-BD-2Y-US	$ 629,560.00	$ 547,717.20
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS	RN-TAP-30KEPS-BD-2Y-US	$ 755,472.00	$ 657,260.64
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS	RN-TAP-35KEPS-BD-2Y-US	$ 881,384.00	$ 766,804.08
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS	RN-TAP-40KEPS-BD-2Y-US	$ 1,007,296.00	$ 876,347.52
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS	RN-TAP-45KEPS-BD-2Y-US	$ 1,133,208.00	$ 985,890.96
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS	RN-TAP-50KEPS-BD-2Y-US	$ 1,259,120.00	$ 1,095,434.40
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS	RN-TAP-55KEPS-BD-2Y-US	$ 1,385,032.00	$ 1,204,977.84
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS	RN-TAP-60KEPS-BD-2Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS	RN-TAP-65KEPS-BD-2Y-US	$ 1,636,856.00	$ 1,424,064.72
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS	RN-TAP-70KEPS-BD-2Y-US	$ 1,762,768.00	$ 1,533,608.16
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS	RN-TAP-75KEPS-BD-2Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS	RN-TAP-80KEPS-BD-2Y-US	$ 2,014,592.00	$ 1,752,695.04
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS	RN-TAP-1KEPS-BD-3Y-US	$ 331,350.00	$ 288,274.50
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS	RN-TAP-2.5KEPS-BD-3Y-US	$ 356,964.00	$ 310,558.68
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS	RN-TAP-5KEPS-BD-3Y-US	$ 363,624.00	$ 316,352.88
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS	RN-TAP-10KEPS-BD-3Y-US	$ 444,396.00	$ 386,624.52
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS	RN-TAP-15KEPS-BD-3Y-US	$ 666,594.00	$ 579,936.78
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS	RN-TAP-20KEPS-BD-3Y-US	$ 795,234.00	$ 691,853.58
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS	RN-TAP-25KEPS-BD-3Y-US	$ 944,340.00	$ 821,575.80
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS	RN-TAP-30KEPS-BD-3Y-US	$ 1,133,208.00	$ 985,890.96
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS	RN-TAP-35KEPS-BD-3Y-US	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS	RN-TAP-40KEPS-BD-3Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS	RN-TAP-45KEPS-BD-3Y-US	$ 1,699,812.00	$ 1,478,836.44
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS	RN-TAP-50KEPS-BD-3Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS	RN-TAP-55KEPS-BD-3Y-US	$ 2,077,548.00	$ 1,807,466.76
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS	RN-TAP-60KEPS-BD-3Y-US	$ 2,266,416.00	$ 1,971,781.92
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS	RN-TAP-65KEPS-BD-3Y-US	$ 2,455,284.00	$ 2,136,097.08
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS	RN-TAP-70KEPS-BD-3Y-US	$ 2,644,152.00	$ 2,300,412.24
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS	RN-TAP-75KEPS-BD-3Y-US	$ 2,833,020.00	$ 2,464,727.40
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS	RN-TAP-80KEPS-BD-3Y-US	$ 3,021,888.00	$ 2,629,042.56
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS	RN-TAP-1KEPS-BD-4Y-US	$ 441,800.00	$ 384,366.00
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS	RN-TAP-2.5KEPS-BD-4Y-US	$ 475,952.00	$ 414,078.24
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS	RN-TAP-5KEPS-BD-4Y-US	$ 484,832.00	$ 421,803.84
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS	RN-TAP-10KEPS-BD-4Y-US	$ 592,528.00	$ 515,499.36
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS	RN-TAP-15KEPS-BD-4Y-US	$ 888,792.00	$ 773,249.04
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS	RN-TAP-20KEPS-BD-4Y-US	$ 1,060,312.00	$ 922,471.44
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS	RN-TAP-25KEPS-BD-4Y-US	$ 1,259,120.00	$ 1,095,434.40
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS	RN-TAP-30KEPS-BD-4Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS	RN-TAP-35KEPS-BD-4Y-US	$ 1,762,768.00	$ 1,533,608.16
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS	RN-TAP-40KEPS-BD-4Y-US	$ 2,014,592.00	$ 1,752,695.04
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS	RN-TAP-45KEPS-BD-4Y-US	$ 2,266,416.00	$ 1,971,781.92

FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS	RN-TAP-50KEPS-BD-4Y-US	$ 2,518,240.00	$ 2,190,868.80
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS	RN-TAP-55KEPS-BD-4Y-US	$ 2,770,064.00	$ 2,409,955.68
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS	RN-TAP-60KEPS-BD-4Y-US	$ 3,021,888.00	$ 2,629,042.56
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS	RN-TAP-65KEPS-BD-4Y-US	$ 3,273,712.00	$ 2,848,129.44
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS	RN-TAP-70KEPS-BD-4Y-US	$ 3,525,536.00	$ 3,067,216.32
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS	RN-TAP-75KEPS-BD-4Y-US	$ 3,777,360.00	$ 3,286,303.20
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS	RN-TAP-80KEPS-BD-4Y-US	$ 4,029,184.00	$ 3,505,390.08
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-BD-1Y-USPP	$ 115,973.00	$ 100,896.51
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-BD-1Y-USPP	$ 124,937.00	$ 108,695.19
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-BD-1Y-USPP	$ 127,268.00	$ 110,723.16
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-BD-1Y-USPP	$ 155,539.00	$ 135,318.93
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-BD-1Y-USPP	$ 233,308.00	$ 202,977.96
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-BD-1Y-USPP	$ 278,332.00	$ 242,148.84
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-BD-1Y-USPP	$ 330,519.00	$ 287,551.53
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-BD-1Y-USPP	$ 396,623.00	$ 345,062.01
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-BD-1Y-USPP	$ 462,727.00	$ 402,572.49
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-BD-1Y-USPP	$ 528,830.00	$ 460,082.10
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS Prio Plus	TAP-45KEPS-BD-1Y-USPP	$ 594,934.00	$ 517,592.58
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS Prio Plus	TAP-50KEPS-BD-1Y-USPP	$ 661,038.00	$ 575,103.06
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS Prio Plus	TAP-55KEPS-BD-1Y-USPP	$ 727,142.00	$ 632,613.54
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS Prio Plus	TAP-60KEPS-BD-1Y-USPP	$ 793,246.00	$ 690,124.02
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS Prio Plus	TAP-65KEPS-BD-1Y-USPP	$ 859,349.00	$ 747,633.63
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS Prio Plus	TAP-70KEPS-BD-1Y-USPP	$ 925,453.00	$ 805,144.11
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS Prio Plus	TAP-75KEPS-BD-1Y-USPP	$ 991,557.00	$ 862,654.59
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS Prio Plus	TAP-80KEPS-BD-1Y-USPP	$ 1,057,661.00	$ 920,165.07
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-BD-2Y-USPP	$ 231,946.00	$ 201,793.02
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-BD-2Y-USPP	$ 249,874.00	$ 217,390.38
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-BD-2Y-USPP	$ 254,536.00	$ 221,446.32
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-BD-2Y-USPP	$ 311,078.00	$ 270,637.86
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-BD-2Y-USPP	$ 466,616.00	$ 405,955.92
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-BD-2Y-USPP	$ 556,664.00	$ 484,297.68
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-BD-2Y-USPP	$ 661,038.00	$ 575,103.06
FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-BD-2Y-USPP	$ 793,246.00	$ 690,124.02
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-BD-2Y-USPP	$ 925,454.00	$ 805,144.98
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-BD-2Y-USPP	$ 1,057,660.00	$ 920,164.20
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS Prio Plus	TAP-45KEPS-BD-2Y-USPP	$ 1,189,868.00	$ 1,035,185.16
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS Prio Plus	TAP-50KEPS-BD-2Y-USPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS Prio Plus	TAP-55KEPS-BD-2Y-USPP	$ 1,454,284.00	$ 1,265,227.08
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS Prio Plus	TAP-60KEPS-BD-2Y-USPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS Prio Plus	TAP-65KEPS-BD-2Y-USPP	$ 1,718,698.00	$ 1,495,267.26
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS Prio Plus	TAP-70KEPS-BD-2Y-USPP	$ 1,850,906.00	$ 1,610,288.22
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS Prio Plus	TAP-75KEPS-BD-2Y-USPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS Prio Plus	TAP-80KEPS-BD-2Y-USPP	$ 2,115,322.00	$ 1,840,330.14
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-BD-3Y-USPP	$ 347,919.00	$ 302,689.53
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-BD-3Y-USPP	$ 374,811.00	$ 326,085.57
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-BD-3Y-USPP	$ 381,804.00	$ 332,169.48
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-BD-3Y-USPP	$ 466,617.00	$ 405,956.79
FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-BD-3Y-USPP	$ 699,924.00	$ 608,933.88
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-BD-3Y-USPP	$ 834,996.00	$ 726,446.52

FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-BD-3Y-USPP	$ 991,557.00	$ 862,654.59
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-BD-3Y-USPP	$ 1,189,869.00	$ 1,035,186.03
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-BD-3Y-USPP	$ 1,388,181.00	$ 1,207,717.47
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-BD-3Y-USPP	$ 1,586,490.00	$ 1,380,246.30
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS Prio Plus	TAP-45KEPS-BD-3Y-USPP	$ 1,784,802.00	$ 1,552,777.74
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS Prio Plus	TAP-50KEPS-BD-3Y-USPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS Prio Plus	TAP-55KEPS-BD-3Y-USPP	$ 2,181,426.00	$ 1,897,840.62
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS Prio Plus	TAP-60KEPS-BD-3Y-USPP	$ 2,379,738.00	$ 2,070,372.06
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS Prio Plus	TAP-65KEPS-BD-3Y-USPP	$ 2,578,047.00	$ 2,242,900.89
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS Prio Plus	TAP-70KEPS-BD-3Y-USPP	$ 2,776,359.00	$ 2,415,432.33
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS Prio Plus	TAP-75KEPS-BD-3Y-USPP	$ 2,974,671.00	$ 2,587,963.77
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS Prio Plus	TAP-80KEPS-BD-3Y-USPP	$ 3,172,983.00	$ 2,760,495.21
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-BD-4Y-USPP	$ 463,892.00	$ 403,586.04
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-BD-4Y-USPP	$ 499,748.00	$ 434,780.76
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-BD-4Y-USPP	$ 509,072.00	$ 442,892.64
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-BD-4Y-USPP	$ 622,156.00	$ 541,275.72
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-BD-4Y-USPP	$ 933,232.00	$ 811,911.84
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-BD-4Y-USPP	$ 1,113,328.00	$ 968,595.36
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-BD-4Y-USPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-BD-4Y-USPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-BD-4Y-USPP	$ 1,850,908.00	$ 1,610,289.96
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-BD-4Y-USPP	$ 2,115,320.00	$ 1,840,328.40
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS Prio Plus	TAP-45KEPS-BD-4Y-USPP	$ 2,379,736.00	$ 2,070,370.32
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS Prio Plus	TAP-50KEPS-BD-4Y-USPP	$ 2,644,152.00	$ 2,300,412.24
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS Prio Plus	TAP-55KEPS-BD-4Y-USPP	$ 2,908,568.00	$ 2,530,454.16
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS Prio Plus	TAP-60KEPS-BD-4Y-USPP	$ 3,172,984.00	$ 2,760,496.08
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS Prio Plus	TAP-65KEPS-BD-4Y-USPP	$ 3,437,396.00	$ 2,990,534.52
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS Prio Plus	TAP-70KEPS-BD-4Y-USPP	$ 3,701,812.00	$ 3,220,576.44
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS Prio Plus	TAP-75KEPS-BD-4Y-USPP	$ 3,966,228.00	$ 3,450,618.36
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS Prio Plus	TAP-80KEPS-BD-4Y-USPP	$ 4,230,644.00	$ 3,680,660.28
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-BD-5Y-USPP	$ 579,865.00	$ 504,482.55
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-BD-5Y-USPP	$ 624,685.00	$ 543,475.95
FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-BD-5Y-USPP	$ 636,340.00	$ 553,615.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-BD-5Y-USPP	$ 777,695.00	$ 676,594.65
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-BD-5Y-USPP	$ 1,166,540.00	$ 1,014,889.80
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-BD-5Y-USPP	$ 1,391,660.00	$ 1,210,744.20
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-BD-5Y-USPP	$ 1,652,595.00	$ 1,437,757.65
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-BD-5Y-USPP	$ 1,983,115.00	$ 1,725,310.05
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-BD-5Y-USPP	$ 2,313,635.00	$ 2,012,862.45
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-BD-5Y-USPP	$ 2,644,150.00	$ 2,300,410.50
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - GovUS Prio Plus	TAP-45KEPS-BD-5Y-USPP	$ 2,974,670.00	$ 2,587,962.90
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - GovUS Prio Plus	TAP-50KEPS-BD-5Y-USPP	$ 3,305,190.00	$ 2,875,515.30
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - GovUS Prio Plus	TAP-55KEPS-BD-5Y-USPP	$ 3,635,710.00	$ 3,163,067.70
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - GovUS Prio Plus	TAP-60KEPS-BD-5Y-USPP	$ 3,966,230.00	$ 3,450,620.10
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - GovUS Prio Plus	TAP-65KEPS-BD-5Y-USPP	$ 4,296,745.00	$ 3,738,168.15
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - GovUS Prio Plus	TAP-70KEPS-BD-5Y-USPP	$ 4,627,265.00	$ 4,025,720.55
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - GovUS Prio Plus	TAP-75KEPS-BD-5Y-USPP	$ 4,957,785.00	$ 4,313,272.95
FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - GovUS Prio Plus	TAP-80KEPS-BD-5Y-USPP	$ 5,288,305.00	$ 4,600,825.35
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS Prio Plus	RN-TAP-1KEPS-BD-1Y-USPP	$ 115,973.00	$ 100,896.51

FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS Prio Plus	RN-TAP-2.5KEPS-BD-1Y-USPP	$ 124,937.00	$ 108,695.19
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS Prio Plus	RN-TAP-5KEPS-BD-1Y-USPP	$ 127,268.00	$ 110,723.16
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS Prio Plus	RN-TAP-10KEPS-BD-1Y-USPP	$ 155,539.00	$ 135,318.93
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS Prio Plus	RN-TAP-15KEPS-BD-1Y-USPP	$ 233,308.00	$ 202,977.96
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS Prio Plus	RN-TAP-20KEPS-BD-1Y-USPP	$ 278,332.00	$ 242,148.84
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS Prio Plus	RN-TAP-25KEPS-BD-1Y-USPP	$ 330,519.00	$ 287,551.53
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS Prio Plus	RN-TAP-30KEPS-BD-1Y-USPP	$ 396,623.00	$ 345,062.01
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS Prio Plus	RN-TAP-35KEPS-BD-1Y-USPP	$ 462,727.00	$ 402,572.49
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS Prio Plus	RN-TAP-40KEPS-BD-1Y-USPP	$ 528,830.00	$ 460,082.10
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS Prio Plus	RN-TAP-45KEPS-BD-1Y-USPP	$ 594,934.00	$ 517,592.58
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS Prio Plus	RN-TAP-50KEPS-BD-1Y-USPP	$ 661,038.00	$ 575,103.06
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS Prio Plus	RN-TAP-55KEPS-BD-1Y-USPP	$ 727,142.00	$ 632,613.54
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS Prio Plus	RN-TAP-60KEPS-BD-1Y-USPP	$ 793,246.00	$ 690,124.02
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS Prio Plus	RN-TAP-65KEPS-BD-1Y-USPP	$ 859,349.00	$ 747,633.63
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS Prio Plus	RN-TAP-70KEPS-BD-1Y-USPP	$ 925,453.00	$ 805,144.11
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS Prio Plus	RN-TAP-75KEPS-BD-1Y-USPP	$ 991,557.00	$ 862,654.59
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS Prio Plus	RN-TAP-80KEPS-BD-1Y-USPP	$ 1,057,661.00	$ 920,165.07
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS Prio Plus	RN-TAP-1KEPS-BD-2Y-USPP	$ 231,946.00	$ 201,793.02
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS Prio Plus	RN-TAP-2.5KEPS-BD-2Y-USPP	$ 249,874.00	$ 217,390.38
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS Prio Plus	RN-TAP-5KEPS-BD-2Y-USPP	$ 254,536.00	$ 221,446.32
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS Prio Plus	RN-TAP-10KEPS-BD-2Y-USPP	$ 311,078.00	$ 270,637.86
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS Prio Plus	RN-TAP-15KEPS-BD-2Y-USPP	$ 466,616.00	$ 405,955.92
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS Prio Plus	RN-TAP-20KEPS-BD-2Y-USPP	$ 556,664.00	$ 484,297.68
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS Prio Plus	RN-TAP-25KEPS-BD-2Y-USPP	$ 661,038.00	$ 575,103.06
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS Prio Plus	RN-TAP-30KEPS-BD-2Y-USPP	$ 793,246.00	$ 690,124.02
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS Prio Plus	RN-TAP-35KEPS-BD-2Y-USPP	$ 925,454.00	$ 805,144.98
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS Prio Plus	RN-TAP-40KEPS-BD-2Y-USPP	$ 1,057,660.00	$ 920,164.20
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS Prio Plus	RN-TAP-45KEPS-BD-2Y-USPP	$ 1,189,868.00	$ 1,035,185.16
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS Prio Plus	RN-TAP-50KEPS-BD-2Y-USPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS Prio Plus	RN-TAP-55KEPS-BD-2Y-USPP	$ 1,454,284.00	$ 1,265,227.08
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS Prio Plus	RN-TAP-60KEPS-BD-2Y-USPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS Prio Plus	RN-TAP-65KEPS-BD-2Y-USPP	$ 1,718,698.00	$ 1,495,267.26
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS Prio Plus	RN-TAP-70KEPS-BD-2Y-USPP	$ 1,850,906.00	$ 1,610,288.22
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS Prio Plus	RN-TAP-75KEPS-BD-2Y-USPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS Prio Plus	RN-TAP-80KEPS-BD-2Y-USPP	$ 2,115,322.00	$ 1,840,330.14
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS Prio Plus	RN-TAP-1KEPS-BD-3Y-USPP	$ 347,919.00	$ 302,689.53
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS Prio Plus	RN-TAP-2.5KEPS-BD-3Y-USPP	$ 374,811.00	$ 326,085.57
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS Prio Plus	RN-TAP-5KEPS-BD-3Y-USPP	$ 381,804.00	$ 332,169.48
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS Prio Plus	RN-TAP-10KEPS-BD-3Y-USPP	$ 466,617.00	$ 405,956.79
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS Prio Plus	RN-TAP-15KEPS-BD-3Y-USPP	$ 699,924.00	$ 608,933.88
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS Prio Plus	RN-TAP-20KEPS-BD-3Y-USPP	$ 834,996.00	$ 726,446.52
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS Prio Plus	RN-TAP-25KEPS-BD-3Y-USPP	$ 991,557.00	$ 862,654.59
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS Prio Plus	RN-TAP-30KEPS-BD-3Y-USPP	$ 1,189,869.00	$ 1,035,186.03
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS Prio Plus	RN-TAP-35KEPS-BD-3Y-USPP	$ 1,388,181.00	$ 1,207,717.47
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS Prio Plus	RN-TAP-40KEPS-BD-3Y-USPP	$ 1,586,490.00	$ 1,380,246.30
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS Prio Plus	RN-TAP-45KEPS-BD-3Y-USPP	$ 1,784,802.00	$ 1,552,777.74
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS Prio Plus	RN-TAP-50KEPS-BD-3Y-USPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS Prio Plus	RN-TAP-55KEPS-BD-3Y-USPP	$ 2,181,426.00	$ 1,897,840.62
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS Prio Plus	RN-TAP-60KEPS-BD-3Y-USPP	$ 2,379,738.00	$ 2,070,372.06

FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS Prio Plus	RN-TAP-65KEPS-BD-3Y-USPP	$ 2,578,047.00	$ 2,242,900.89
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS Prio Plus	RN-TAP-70KEPS-BD-3Y-USPP	$ 2,776,359.00	$ 2,415,432.33
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS Prio Plus	RN-TAP-75KEPS-BD-3Y-USPP	$ 2,974,671.00	$ 2,587,963.77
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS Prio Plus	RN-TAP-80KEPS-BD-3Y-USPP	$ 3,172,983.00	$ 2,760,495.21
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS Prio Plus	RN-TAP-1KEPS-BD-4Y-USPP	$ 463,892.00	$ 403,586.04
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS Prio Plus	RN-TAP-2.5KEPS-BD-4Y-USPP	$ 499,748.00	$ 434,780.76
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS Prio Plus	RN-TAP-5KEPS-BD-4Y-USPP	$ 509,072.00	$ 442,892.64
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS Prio Plus	RN-TAP-10KEPS-BD-4Y-USPP	$ 622,156.00	$ 541,275.72
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS Prio Plus	RN-TAP-15KEPS-BD-4Y-USPP	$ 933,232.00	$ 811,911.84
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS Prio Plus	RN-TAP-20KEPS-BD-4Y-USPP	$ 1,113,328.00	$ 968,595.36
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS Prio Plus	RN-TAP-25KEPS-BD-4Y-USPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS Prio Plus	RN-TAP-30KEPS-BD-4Y-USPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS Prio Plus	RN-TAP-35KEPS-BD-4Y-USPP	$ 1,850,908.00	$ 1,610,289.96
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS Prio Plus	RN-TAP-40KEPS-BD-4Y-USPP	$ 2,115,320.00	$ 1,840,328.40
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS Prio Plus	RN-TAP-45KEPS-BD-4Y-USPP	$ 2,379,736.00	$ 2,070,370.32
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS Prio Plus	RN-TAP-50KEPS-BD-4Y-USPP	$ 2,644,152.00	$ 2,300,412.24
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS Prio Plus	RN-TAP-55KEPS-BD-4Y-USPP	$ 2,908,568.00	$ 2,530,454.16
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS Prio Plus	RN-TAP-60KEPS-BD-4Y-USPP	$ 3,172,984.00	$ 2,760,496.08
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS Prio Plus	RN-TAP-65KEPS-BD-4Y-USPP	$ 3,437,396.00	$ 2,990,534.52
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS Prio Plus	RN-TAP-70KEPS-BD-4Y-USPP	$ 3,701,812.00	$ 3,220,576.44
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS Prio Plus	RN-TAP-75KEPS-BD-4Y-USPP	$ 3,966,228.00	$ 3,450,618.36
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS Prio Plus	RN-TAP-80KEPS-BD-4Y-USPP	$ 4,230,644.00	$ 3,680,660.28
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS	TAP-1KEPS-SS-1Y-US	$ 232,635.00	$ 202,392.45
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-SS-1Y-US	$ 276,258.00	$ 240,344.46
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS	TAP-5KEPS-SS-1Y-US	$ 314,613.00	$ 273,713.31
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS	TAP-10KEPS-SS-1Y-US	$ 475,966.00	$ 414,090.42
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS	TAP-15KEPS-SS-1Y-US	$ 713,949.00	$ 621,135.63
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS	TAP-20KEPS-SS-1Y-US	$ 951,932.00	$ 828,180.84
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS	TAP-25KEPS-SS-1Y-US	$ 1,189,915.00	$ 1,035,226.05
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS	TAP-30KEPS-SS-1Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS	TAP-35KEPS-SS-1Y-US	$ 1,665,881.00	$ 1,449,316.47
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS	TAP-40KEPS-SS-1Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS	TAP-45KEPS-SS-1Y-US	$ 2,141,847.00	$ 1,863,406.89
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS	TAP-50KEPS-SS-1Y-US	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS	TAP-55KEPS-SS-1Y-US	$ 2,617,813.00	$ 2,277,497.31
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS	TAP-60KEPS-SS-1Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS	TAP-65KEPS-SS-1Y-US	$ 3,093,779.00	$ 2,691,587.73
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS	TAP-70KEPS-SS-1Y-US	$ 3,331,762.00	$ 2,898,632.94
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS	TAP-75KEPS-SS-1Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS	TAP-80KEPS-SS-1Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS	TAP-1KEPS-SS-2Y-US	$ 465,270.00	$ 404,784.90
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-SS-2Y-US	$ 552,516.00	$ 480,688.92
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS	TAP-5KEPS-SS-2Y-US	$ 629,226.00	$ 547,426.62
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS	TAP-10KEPS-SS-2Y-US	$ 951,932.00	$ 828,180.84
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS	TAP-15KEPS-SS-2Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS	TAP-20KEPS-SS-2Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS	TAP-25KEPS-SS-2Y-US	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS	TAP-30KEPS-SS-2Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS	TAP-35KEPS-SS-2Y-US	$ 3,331,762.00	$ 2,898,632.94

FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS	TAP-40KEPS-SS-2Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS	TAP-45KEPS-SS-2Y-US	$ 4,283,694.00	$ 3,726,813.78
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS	TAP-50KEPS-SS-2Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS	TAP-55KEPS-SS-2Y-US	$ 5,235,626.00	$ 4,554,994.62
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS	TAP-60KEPS-SS-2Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS	TAP-65KEPS-SS-2Y-US	$ 6,187,558.00	$ 5,383,175.46
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS	TAP-70KEPS-SS-2Y-US	$ 6,663,524.00	$ 5,797,265.88
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS	TAP-75KEPS-SS-2Y-US	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS	TAP-80KEPS-SS-2Y-US	$ 7,615,456.00	$ 6,625,446.72
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS	TAP-1KEPS-SS-3Y-US	$ 697,905.00	$ 607,177.35
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-SS-3Y-US	$ 828,774.00	$ 721,033.38
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS	TAP-5KEPS-SS-3Y-US	$ 943,839.00	$ 821,139.93
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS	TAP-10KEPS-SS-3Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS	TAP-15KEPS-SS-3Y-US	$ 2,141,847.00	$ 1,863,406.89
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS	TAP-20KEPS-SS-3Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS	TAP-25KEPS-SS-3Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS	TAP-30KEPS-SS-3Y-US	$ 4,283,694.00	$ 3,726,813.78
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS	TAP-35KEPS-SS-3Y-US	$ 4,997,643.00	$ 4,347,949.41
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS	TAP-40KEPS-SS-3Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS	TAP-45KEPS-SS-3Y-US	$ 6,425,541.00	$ 5,590,220.67
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS	TAP-50KEPS-SS-3Y-US	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS	TAP-55KEPS-SS-3Y-US	$ 7,853,439.00	$ 6,832,491.93
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS	TAP-60KEPS-SS-3Y-US	$ 8,567,388.00	$ 7,453,627.56
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS	TAP-65KEPS-SS-3Y-US	$ 9,281,337.00	$ 8,074,763.19
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS	TAP-70KEPS-SS-3Y-US	$ 9,995,286.00	$ 8,695,898.82
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS	TAP-75KEPS-SS-3Y-US	##############	$ 9,317,034.45
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS	TAP-80KEPS-SS-3Y-US	##############	$ 9,938,170.08
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS	TAP-1KEPS-SS-4Y-US	$ 930,540.00	$ 809,569.80
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-SS-4Y-US	$ 1,105,032.00	$ 961,377.84
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS	TAP-5KEPS-SS-4Y-US	$ 1,258,452.00	$ 1,094,853.24
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS	TAP-10KEPS-SS-4Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS	TAP-15KEPS-SS-4Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS	TAP-20KEPS-SS-4Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS	TAP-25KEPS-SS-4Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS	TAP-30KEPS-SS-4Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS	TAP-35KEPS-SS-4Y-US	$ 6,663,524.00	$ 5,797,265.88
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS	TAP-40KEPS-SS-4Y-US	$ 7,615,456.00	$ 6,625,446.72
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS	TAP-45KEPS-SS-4Y-US	$ 8,567,388.00	$ 7,453,627.56
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS	TAP-50KEPS-SS-4Y-US	$ 9,519,320.00	$ 8,281,808.40
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS	TAP-55KEPS-SS-4Y-US	##############	$ 9,109,989.24
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS	TAP-60KEPS-SS-4Y-US	##############	$ 9,938,170.08
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS	TAP-65KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS	TAP-70KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS	TAP-75KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS	TAP-80KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - GovUS	TAP-1KEPS-SS-5Y-US	$ 1,163,175.00	$ 1,011,962.25
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-SS-5Y-US	$ 1,381,290.00	$ 1,201,722.30
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - GovUS	TAP-5KEPS-SS-5Y-US	$ 1,573,065.00	$ 1,368,566.55
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - GovUS	TAP-10KEPS-SS-5Y-US	$ 2,379,830.00	$ 2,070,452.10

FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - GovUS	TAP-15KEPS-SS-5Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - GovUS	TAP-20KEPS-SS-5Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - GovUS	TAP-25KEPS-SS-5Y-US	$ 5,949,575.00	$ 5,176,130.25
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - GovUS	TAP-30KEPS-SS-5Y-US	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - GovUS	TAP-35KEPS-SS-5Y-US	$ 8,329,405.00	$ 7,246,582.35
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - GovUS	TAP-40KEPS-SS-5Y-US	$ 9,519,320.00	$ 8,281,808.40
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - GovUS	TAP-45KEPS-SS-5Y-US	############	$ 9,317,034.45
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - GovUS	TAP-50KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - GovUS	TAP-55KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - GovUS	TAP-60KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - GovUS	TAP-65KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - GovUS	TAP-70KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - GovUS	TAP-75KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - GovUS	TAP-80KEPS-SS-5Y-US	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS	RN-TAP-1KEPS-SS-1Y-US	$ 232,635.00	$ 202,392.45
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS	RN-TAP-2.5KEPS-SS-1Y-US	$ 276,258.00	$ 240,344.46
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS	RN-TAP-5KEPS-SS-1Y-US	$ 314,613.00	$ 273,713.31
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS	RN-TAP-10KEPS-SS-1Y-US	$ 475,966.00	$ 414,090.42
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS	RN-TAP-15KEPS-SS-1Y-US	$ 713,949.00	$ 621,135.63
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS	RN-TAP-20KEPS-SS-1Y-US	$ 951,932.00	$ 828,180.84
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS	RN-TAP-25KEPS-SS-1Y-US	$ 1,189,915.00	$ 1,035,226.05
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS	RN-TAP-30KEPS-SS-1Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS	RN-TAP-35KEPS-SS-1Y-US	$ 1,665,881.00	$ 1,449,316.47
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS	RN-TAP-40KEPS-SS-1Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS	RN-TAP-45KEPS-SS-1Y-US	$ 2,141,847.00	$ 1,863,406.89
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS	RN-TAP-50KEPS-SS-1Y-US	$ 2,379,830.00	$ 2,070,452.10
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS	RN-TAP-55KEPS-SS-1Y-US	$ 2,617,813.00	$ 2,277,497.31
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS	RN-TAP-60KEPS-SS-1Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS	RN-TAP-65KEPS-SS-1Y-US	$ 3,093,779.00	$ 2,691,587.73
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS	RN-TAP-70KEPS-SS-1Y-US	$ 3,331,762.00	$ 2,898,632.94
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS	RN-TAP-75KEPS-SS-1Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS	RN-TAP-80KEPS-SS-1Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS	RN-TAP-1KEPS-SS-2Y-US	$ 465,270.00	$ 404,784.90
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS	RN-TAP-2.5KEPS-SS-2Y-US	$ 552,516.00	$ 480,688.92
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS	RN-TAP-5KEPS-SS-2Y-US	$ 629,226.00	$ 547,426.62
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS	RN-TAP-10KEPS-SS-2Y-US	$ 951,932.00	$ 828,180.84
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS	RN-TAP-15KEPS-SS-2Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS	RN-TAP-20KEPS-SS-2Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS	RN-TAP-25KEPS-SS-2Y-US	$ 2,379,830.00	$ 2,070,452.10
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS	RN-TAP-30KEPS-SS-2Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS	RN-TAP-35KEPS-SS-2Y-US	$ 3,331,762.00	$ 2,898,632.94
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS	RN-TAP-40KEPS-SS-2Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS	RN-TAP-45KEPS-SS-2Y-US	$ 4,283,694.00	$ 3,726,813.78
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS	RN-TAP-50KEPS-SS-2Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS	RN-TAP-55KEPS-SS-2Y-US	$ 5,235,626.00	$ 4,554,994.62
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS	RN-TAP-60KEPS-SS-2Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS	RN-TAP-65KEPS-SS-2Y-US	$ 6,187,558.00	$ 5,383,175.46
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS	RN-TAP-70KEPS-SS-2Y-US	$ 6,663,524.00	$ 5,797,265.88
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS	RN-TAP-75KEPS-SS-2Y-US	$ 7,139,490.00	$ 6,211,356.30

FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS	RN-TAP-80KEPS-SS-2Y-US	$ 7,615,456.00	$ 6,625,446.72
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS	RN-TAP-1KEPS-SS-3Y-US	$ 697,905.00	$ 607,177.35
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS	RN-TAP-2.5KEPS-SS-3Y-US	$ 828,774.00	$ 721,033.38
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS	RN-TAP-5KEPS-SS-3Y-US	$ 943,839.00	$ 821,139.93
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS	RN-TAP-10KEPS-SS-3Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS	RN-TAP-15KEPS-SS-3Y-US	$ 2,141,847.00	$ 1,863,406.89
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS	RN-TAP-20KEPS-SS-3Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS	RN-TAP-25KEPS-SS-3Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS	RN-TAP-30KEPS-SS-3Y-US	$ 4,283,694.00	$ 3,726,813.78
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS	RN-TAP-35KEPS-SS-3Y-US	$ 4,997,643.00	$ 4,347,949.41
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS	RN-TAP-40KEPS-SS-3Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS	RN-TAP-45KEPS-SS-3Y-US	$ 6,425,541.00	$ 5,590,220.67
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS	RN-TAP-50KEPS-SS-3Y-US	$ 7,139,490.00	$ 6,211,356.30
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS	RN-TAP-55KEPS-SS-3Y-US	$ 7,853,439.00	$ 6,832,491.93
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS	RN-TAP-60KEPS-SS-3Y-US	$ 8,567,388.00	$ 7,453,627.56
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS	RN-TAP-65KEPS-SS-3Y-US	$ 9,281,337.00	$ 8,074,763.19
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS	RN-TAP-70KEPS-SS-3Y-US	$ 9,995,286.00	$ 8,695,898.82
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS	RN-TAP-75KEPS-SS-3Y-US	##############	$ 9,317,034.45
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS	RN-TAP-80KEPS-SS-3Y-US	##############	$ 9,938,170.08
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS	RN-TAP-1KEPS-SS-4Y-US	$ 930,540.00	$ 809,569.80
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS	RN-TAP-2.5KEPS-SS-4Y-US	$ 1,105,032.00	$ 961,377.84
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS	RN-TAP-5KEPS-SS-4Y-US	$ 1,258,452.00	$ 1,094,853.24
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS	RN-TAP-10KEPS-SS-4Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS	RN-TAP-15KEPS-SS-4Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS	RN-TAP-20KEPS-SS-4Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS	RN-TAP-25KEPS-SS-4Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS	RN-TAP-30KEPS-SS-4Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS	RN-TAP-35KEPS-SS-4Y-US	$ 6,663,524.00	$ 5,797,265.88
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS	RN-TAP-40KEPS-SS-4Y-US	$ 7,615,456.00	$ 6,625,446.72
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS	RN-TAP-45KEPS-SS-4Y-US	$ 8,567,388.00	$ 7,453,627.56
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS	RN-TAP-50KEPS-SS-4Y-US	$ 9,519,320.00	$ 8,281,808.40
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS	RN-TAP-55KEPS-SS-4Y-US	##############	$ 9,109,989.24
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS	RN-TAP-60KEPS-SS-4Y-US	##############	$ 9,938,170.08
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS	RN-TAP-65KEPS-SS-4Y-US	##############	##############
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS	RN-TAP-70KEPS-SS-4Y-US	##############	##############
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS	RN-TAP-75KEPS-SS-4Y-US	##############	##############
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS	RN-TAP-80KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-SS-1Y-USPP	$ 244,267.00	$ 212,512.29
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-SS-1Y-USPP	$ 290,071.00	$ 252,361.77
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-SS-1Y-USPP	$ 330,344.00	$ 287,399.28
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-SS-1Y-USPP	$ 499,764.00	$ 434,794.68
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-SS-1Y-USPP	$ 749,646.00	$ 652,192.02
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-SS-1Y-USPP	$ 999,529.00	$ 869,590.23
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-SS-1Y-USPP	$ 1,249,411.00	$ 1,086,987.57
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-SS-1Y-USPP	$ 1,499,293.00	$ 1,304,384.91
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-SS-1Y-USPP	$ 1,749,175.00	$ 1,521,782.25
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-SS-1Y-USPP	$ 1,999,057.00	$ 1,739,179.59
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS Prio Plus	TAP-45KEPS-SS-1Y-USPP	$ 2,248,939.00	$ 1,956,576.93
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS Prio Plus	TAP-50KEPS-SS-1Y-USPP	$ 2,498,822.00	$ 2,173,975.14

FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS Prio Plus	TAP-55KEPS-SS-1Y-USPP	$ 2,748,704.00	$ 2,391,372.48
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS Prio Plus	TAP-60KEPS-SS-1Y-USPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS Prio Plus	TAP-65KEPS-SS-1Y-USPP	$ 3,248,468.00	$ 2,826,167.16
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS Prio Plus	TAP-70KEPS-SS-1Y-USPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS Prio Plus	TAP-75KEPS-SS-1Y-USPP	$ 3,748,232.00	$ 3,260,961.84
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS Prio Plus	TAP-80KEPS-SS-1Y-USPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-SS-2Y-USPP	$ 488,534.00	$ 425,024.58
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-SS-2Y-USPP	$ 580,142.00	$ 504,723.54
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-SS-2Y-USPP	$ 660,688.00	$ 574,798.56
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-SS-2Y-USPP	$ 999,528.00	$ 869,589.36
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-SS-2Y-USPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-SS-2Y-USPP	$ 1,999,058.00	$ 1,739,180.46
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-SS-2Y-USPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-SS-2Y-USPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-SS-2Y-USPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-SS-2Y-USPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS Prio Plus	TAP-45KEPS-SS-2Y-USPP	$ 4,497,878.00	$ 3,913,153.86
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS Prio Plus	TAP-50KEPS-SS-2Y-USPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS Prio Plus	TAP-55KEPS-SS-2Y-USPP	$ 5,497,408.00	$ 4,782,744.96
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS Prio Plus	TAP-60KEPS-SS-2Y-USPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS Prio Plus	TAP-65KEPS-SS-2Y-USPP	$ 6,496,936.00	$ 5,652,334.32
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS Prio Plus	TAP-70KEPS-SS-2Y-USPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS Prio Plus	TAP-75KEPS-SS-2Y-USPP	$ 7,496,464.00	$ 6,521,923.68
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS Prio Plus	TAP-80KEPS-SS-2Y-USPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-SS-3Y-USPP	$ 732,801.00	$ 637,536.87
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-SS-3Y-USPP	$ 870,213.00	$ 757,085.31
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-SS-3Y-USPP	$ 991,032.00	$ 862,197.84
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-SS-3Y-USPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-SS-3Y-USPP	$ 2,248,938.00	$ 1,956,576.06
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-SS-3Y-USPP	$ 2,998,587.00	$ 2,608,770.69
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-SS-3Y-USPP	$ 3,748,233.00	$ 3,260,962.71
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-SS-3Y-USPP	$ 4,497,879.00	$ 3,913,154.73
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-SS-3Y-USPP	$ 5,247,525.00	$ 4,565,346.75
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-SS-3Y-USPP	$ 5,997,171.00	$ 5,217,538.77
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS Prio Plus	TAP-45KEPS-SS-3Y-USPP	$ 6,746,817.00	$ 5,869,730.79
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS Prio Plus	TAP-50KEPS-SS-3Y-USPP	$ 7,496,466.00	$ 6,521,925.42
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS Prio Plus	TAP-55KEPS-SS-3Y-USPP	$ 8,246,112.00	$ 7,174,117.44
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS Prio Plus	TAP-60KEPS-SS-3Y-USPP	$ 8,995,758.00	$ 7,826,309.46
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS Prio Plus	TAP-65KEPS-SS-3Y-USPP	$ 9,745,404.00	$ 8,478,501.48
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS Prio Plus	TAP-70KEPS-SS-3Y-USPP	##############	$ 9,130,693.50
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS Prio Plus	TAP-75KEPS-SS-3Y-USPP	##############	$ 9,782,885.52
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS Prio Plus	TAP-80KEPS-SS-3Y-USPP	##############	##############
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-SS-4Y-USPP	$ 977,068.00	$ 850,049.16
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-SS-4Y-USPP	$ 1,160,284.00	$ 1,009,447.08
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-SS-4Y-USPP	$ 1,321,376.00	$ 1,149,597.12
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-SS-4Y-USPP	$ 1,999,056.00	$ 1,739,178.72
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-SS-4Y-USPP	$ 2,998,584.00	$ 2,608,768.08
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-SS-4Y-USPP	$ 3,998,116.00	$ 3,478,360.92
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-SS-4Y-USPP	$ 4,997,644.00	$ 4,347,950.28

FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-SS-4Y-USPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-SS-4Y-USPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-SS-4Y-USPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS Prio Plus	TAP-45KEPS-SS-4Y-USPP	$ 8,995,756.00	$ 7,826,307.72
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS Prio Plus	TAP-50KEPS-SS-4Y-USPP	$ 9,995,288.00	$ 8,695,900.56
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS Prio Plus	TAP-55KEPS-SS-4Y-USPP	############	$ 9,565,489.92
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS Prio Plus	TAP-60KEPS-SS-4Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS Prio Plus	TAP-65KEPS-SS-4Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS Prio Plus	TAP-70KEPS-SS-4Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS Prio Plus	TAP-75KEPS-SS-4Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS Prio Plus	TAP-80KEPS-SS-4Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-SS-5Y-USPP	$ 1,221,335.00	$ 1,062,561.45
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-SS-5Y-USPP	$ 1,450,355.00	$ 1,261,808.85
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-SS-5Y-USPP	$ 1,651,720.00	$ 1,436,996.40
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-SS-5Y-USPP	$ 2,498,820.00	$ 2,173,973.40
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-SS-5Y-USPP	$ 3,748,230.00	$ 3,260,960.10
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-SS-5Y-USPP	$ 4,997,645.00	$ 4,347,951.15
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-SS-5Y-USPP	$ 6,247,055.00	$ 5,434,937.85
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-SS-5Y-USPP	$ 7,496,465.00	$ 6,521,924.55
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-SS-5Y-USPP	$ 8,745,875.00	$ 7,608,911.25
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-SS-5Y-USPP	$ 9,995,285.00	$ 8,695,897.95
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - GovUS Prio Plus	TAP-45KEPS-SS-5Y-USPP	############	$ 9,782,884.65
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - GovUS Prio Plus	TAP-50KEPS-SS-5Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - GovUS Prio Plus	TAP-55KEPS-SS-5Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - GovUS Prio Plus	TAP-60KEPS-SS-5Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - GovUS Prio Plus	TAP-65KEPS-SS-5Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - GovUS Prio Plus	TAP-70KEPS-SS-5Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - GovUS Prio Plus	TAP-75KEPS-SS-5Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - GovUS Prio Plus	TAP-80KEPS-SS-5Y-USPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS Prio Plus	RN-TAP-1KEPS-SS-1Y-USPP	$ 244,267.00	$ 212,512.29
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS Prio Plus	RN-TAP-2.5KEPS-SS-1Y-USPP	$ 290,071.00	$ 252,361.77
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS Prio Plus	RN-TAP-5KEPS-SS-1Y-USPP	$ 330,344.00	$ 287,399.28
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS Prio Plus	RN-TAP-10KEPS-SS-1Y-USPP	$ 499,764.00	$ 434,794.68
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS Prio Plus	RN-TAP-15KEPS-SS-1Y-USPP	$ 749,646.00	$ 652,192.02
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS Prio Plus	RN-TAP-20KEPS-SS-1Y-USPP	$ 999,529.00	$ 869,590.23
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS Prio Plus	RN-TAP-25KEPS-SS-1Y-USPP	$ 1,249,411.00	$ 1,086,987.57
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS Prio Plus	RN-TAP-30KEPS-SS-1Y-USPP	$ 1,499,293.00	$ 1,304,384.91
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS Prio Plus	RN-TAP-35KEPS-SS-1Y-USPP	$ 1,749,175.00	$ 1,521,782.25
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS Prio Plus	RN-TAP-40KEPS-SS-1Y-USPP	$ 1,999,057.00	$ 1,739,179.59
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS Prio Plus	RN-TAP-45KEPS-SS-1Y-USPP	$ 2,248,939.00	$ 1,956,576.93
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS Prio Plus	RN-TAP-50KEPS-SS-1Y-USPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS Prio Plus	RN-TAP-55KEPS-SS-1Y-USPP	$ 2,748,704.00	$ 2,391,372.48
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS Prio Plus	RN-TAP-60KEPS-SS-1Y-USPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS Prio Plus	RN-TAP-65KEPS-SS-1Y-USPP	$ 3,248,468.00	$ 2,826,167.16
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS Prio Plus	RN-TAP-70KEPS-SS-1Y-USPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS Prio Plus	RN-TAP-75KEPS-SS-1Y-USPP	$ 3,748,232.00	$ 3,260,961.84
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS Prio Plus	RN-TAP-80KEPS-SS-1Y-USPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS Prio Plus	RN-TAP-1KEPS-SS-2Y-USPP	$ 488,534.00	$ 425,024.58
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS Prio Plus	RN-TAP-2.5KEPS-SS-2Y-USPP	$ 580,142.00	$ 504,723.54

FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS Prio Plus	RN-TAP-5KEPS-SS-2Y-USPP	$ 660,688.00	$ 574,798.56
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS Prio Plus	RN-TAP-10KEPS-SS-2Y-USPP	$ 999,528.00	$ 869,589.36
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS Prio Plus	RN-TAP-15KEPS-SS-2Y-USPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS Prio Plus	RN-TAP-20KEPS-SS-2Y-USPP	$ 1,999,058.00	$ 1,739,180.46
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS Prio Plus	RN-TAP-25KEPS-SS-2Y-USPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS Prio Plus	RN-TAP-30KEPS-SS-2Y-USPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS Prio Plus	RN-TAP-35KEPS-SS-2Y-USPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS Prio Plus	RN-TAP-40KEPS-SS-2Y-USPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS Prio Plus	RN-TAP-45KEPS-SS-2Y-USPP	$ 4,497,878.00	$ 3,913,153.86
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS Prio Plus	RN-TAP-50KEPS-SS-2Y-USPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS Prio Plus	RN-TAP-55KEPS-SS-2Y-USPP	$ 5,497,408.00	$ 4,782,744.96
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS Prio Plus	RN-TAP-60KEPS-SS-2Y-USPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS Prio Plus	RN-TAP-65KEPS-SS-2Y-USPP	$ 6,496,936.00	$ 5,652,334.32
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS Prio Plus	RN-TAP-70KEPS-SS-2Y-USPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS Prio Plus	RN-TAP-75KEPS-SS-2Y-USPP	$ 7,496,464.00	$ 6,521,923.68
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS Prio Plus	RN-TAP-80KEPS-SS-2Y-USPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS Prio Plus	RN-TAP-1KEPS-SS-3Y-USPP	$ 732,801.00	$ 637,536.87
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS Prio Plus	RN-TAP-2.5KEPS-SS-3Y-USPP	$ 870,213.00	$ 757,085.31
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS Prio Plus	RN-TAP-5KEPS-SS-3Y-USPP	$ 991,032.00	$ 862,197.84
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS Prio Plus	RN-TAP-10KEPS-SS-3Y-USPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS Prio Plus	RN-TAP-15KEPS-SS-3Y-USPP	$ 2,248,938.00	$ 1,956,576.06
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS Prio Plus	RN-TAP-20KEPS-SS-3Y-USPP	$ 2,998,587.00	$ 2,608,770.69
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS Prio Plus	RN-TAP-25KEPS-SS-3Y-USPP	$ 3,748,233.00	$ 3,260,962.71
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS Prio Plus	RN-TAP-30KEPS-SS-3Y-USPP	$ 4,497,879.00	$ 3,913,154.73
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS Prio Plus	RN-TAP-35KEPS-SS-3Y-USPP	$ 5,247,525.00	$ 4,565,346.75
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS Prio Plus	RN-TAP-40KEPS-SS-3Y-USPP	$ 5,997,171.00	$ 5,217,538.77
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS Prio Plus	RN-TAP-45KEPS-SS-3Y-USPP	$ 6,746,817.00	$ 5,869,730.79
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS Prio Plus	RN-TAP-50KEPS-SS-3Y-USPP	$ 7,496,466.00	$ 6,521,925.42
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS Prio Plus	RN-TAP-55KEPS-SS-3Y-USPP	$ 8,246,112.00	$ 7,174,117.44
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS Prio Plus	RN-TAP-60KEPS-SS-3Y-USPP	$ 8,995,758.00	$ 7,826,309.46
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS Prio Plus	RN-TAP-65KEPS-SS-3Y-USPP	$ 9,745,404.00	$ 8,478,501.48
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS Prio Plus	RN-TAP-70KEPS-SS-3Y-USPP	############	$ 9,130,693.50
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS Prio Plus	RN-TAP-75KEPS-SS-3Y-USPP	############	$ 9,782,885.52
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS Prio Plus	RN-TAP-80KEPS-SS-3Y-USPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS Prio Plus	RN-TAP-1KEPS-SS-4Y-USPP	$ 977,068.00	$ 850,049.16
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS Prio Plus	RN-TAP-2.5KEPS-SS-4Y-USPP	$ 1,160,284.00	$ 1,009,447.08
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS Prio Plus	RN-TAP-5KEPS-SS-4Y-USPP	$ 1,321,376.00	$ 1,149,597.12
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS Prio Plus	RN-TAP-10KEPS-SS-4Y-USPP	$ 1,999,056.00	$ 1,739,178.72
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS Prio Plus	RN-TAP-15KEPS-SS-4Y-USPP	$ 2,998,584.00	$ 2,608,768.08
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS Prio Plus	RN-TAP-20KEPS-SS-4Y-USPP	$ 3,998,116.00	$ 3,478,360.92
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS Prio Plus	RN-TAP-25KEPS-SS-4Y-USPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS Prio Plus	RN-TAP-30KEPS-SS-4Y-USPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS Prio Plus	RN-TAP-35KEPS-SS-4Y-USPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS Prio Plus	RN-TAP-40KEPS-SS-4Y-USPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS Prio Plus	RN-TAP-45KEPS-SS-4Y-USPP	$ 8,995,756.00	$ 7,826,307.72
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS Prio Plus	RN-TAP-50KEPS-SS-4Y-USPP	$ 9,995,288.00	$ 8,695,900.56
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS Prio Plus	RN-TAP-55KEPS-SS-4Y-USPP	############	$ 9,565,489.92
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS Prio Plus	RN-TAP-60KEPS-SS-4Y-USPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS Prio Plus	RN-TAP-65KEPS-SS-4Y-USPP	############	############

FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS Prio Plus	RN-TAP-70KEPS-SS-4Y-USPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS Prio Plus	RN-TAP-75KEPS-SS-4Y-USPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS Prio Plus	RN-TAP-80KEPS-SS-4Y-USPP	############	############
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS	TAP-1KEPS-LS-1Y-US	$ 492,411.00	$ 428,397.57
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-LS-1Y-US	$ 600,978.00	$ 522,850.86
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS	TAP-5KEPS-LS-1Y-US	$ 704,277.00	$ 612,720.99
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS	TAP-10KEPS-LS-1Y-US	$ 1,125,406.00	$ 979,103.22
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS	TAP-15KEPS-LS-1Y-US	$ 1,688,109.00	$ 1,468,654.83
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS	TAP-20KEPS-LS-1Y-US	$ 2,250,812.00	$ 1,958,206.44
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS	TAP-25KEPS-LS-1Y-US	$ 2,813,515.00	$ 2,447,758.05
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS	TAP-30KEPS-LS-1Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS	TAP-35KEPS-LS-1Y-US	$ 3,938,921.00	$ 3,426,861.27
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS	TAP-40KEPS-LS-1Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS	TAP-1KEPS-LS-2Y-US	$ 984,822.00	$ 856,795.14
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-LS-2Y-US	$ 1,201,956.00	$ 1,045,701.72
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS	TAP-5KEPS-LS-2Y-US	$ 1,408,554.00	$ 1,225,441.98
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS	TAP-10KEPS-LS-2Y-US	$ 2,250,812.00	$ 1,958,206.44
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS	TAP-15KEPS-LS-2Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS	TAP-20KEPS-LS-2Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS	TAP-25KEPS-LS-2Y-US	$ 5,627,030.00	$ 4,895,516.10
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS	TAP-30KEPS-LS-2Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS	TAP-35KEPS-LS-2Y-US	$ 7,877,842.00	$ 6,853,722.54
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS	TAP-40KEPS-LS-2Y-US	$ 9,003,248.00	$ 7,832,825.76
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS	TAP-1KEPS-LS-3Y-US	$ 1,477,233.00	$ 1,285,192.71
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-LS-3Y-US	$ 1,802,934.00	$ 1,568,552.58
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS	TAP-5KEPS-LS-3Y-US	$ 2,112,831.00	$ 1,838,162.97
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS	TAP-10KEPS-LS-3Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS	TAP-15KEPS-LS-3Y-US	$ 5,064,327.00	$ 4,405,964.49
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS	TAP-20KEPS-LS-3Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS	TAP-25KEPS-LS-3Y-US	$ 8,440,545.00	$ 7,343,274.15
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS	TAP-30KEPS-LS-3Y-US	############	$ 8,811,928.98
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS	TAP-35KEPS-LS-3Y-US	############	############
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS	TAP-40KEPS-LS-3Y-US	############	############
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS	TAP-1KEPS-LS-4Y-US	$ 1,969,644.00	$ 1,713,590.28
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-LS-4Y-US	$ 2,403,912.00	$ 2,091,403.44
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS	TAP-5KEPS-LS-4Y-US	$ 2,817,108.00	$ 2,450,883.96
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS	TAP-10KEPS-LS-4Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS	TAP-15KEPS-LS-4Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS	TAP-20KEPS-LS-4Y-US	$ 9,003,248.00	$ 7,832,825.76
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS	TAP-25KEPS-LS-4Y-US	############	$ 9,791,032.20
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS	TAP-30KEPS-LS-4Y-US	############	############
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS	TAP-35KEPS-LS-4Y-US	############	############
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS	TAP-40KEPS-LS-4Y-US	############	############
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - GovUS	TAP-1KEPS-LS-5Y-US	$ 2,462,055.00	$ 2,141,987.85
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-LS-5Y-US	$ 3,004,890.00	$ 2,614,254.30
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - GovUS	TAP-5KEPS-LS-5Y-US	$ 3,521,385.00	$ 3,063,604.95
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - GovUS	TAP-10KEPS-LS-5Y-US	$ 5,627,030.00	$ 4,895,516.10
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - GovUS	TAP-15KEPS-LS-5Y-US	$ 8,440,545.00	$ 7,343,274.15
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - GovUS	TAP-20KEPS-LS-5Y-US	############	$ 9,791,032.20

FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - GovUS	TAP-25KEPS-LS-5Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - GovUS	TAP-30KEPS-LS-5Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - GovUS	TAP-35KEPS-LS-5Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - GovUS	TAP-40KEPS-LS-5Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS	RN-TAP-1KEPS-LS-1Y-US	$ 492,411.00	$ 428,397.57
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS	RN-TAP-2.5KEPS-LS-1Y-US	$ 600,978.00	$ 522,850.86
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS	RN-TAP-5KEPS-LS-1Y-US	$ 704,277.00	$ 612,720.99
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS	RN-TAP-10KEPS-LS-1Y-US	$ 1,125,406.00	$ 979,103.22
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS	RN-TAP-15KEPS-LS-1Y-US	$ 1,688,109.00	$ 1,468,654.83
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS	RN-TAP-20KEPS-LS-1Y-US	$ 2,250,812.00	$ 1,958,206.44
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS	RN-TAP-25KEPS-LS-1Y-US	$ 2,813,515.00	$ 2,447,758.05
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS	RN-TAP-30KEPS-LS-1Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS	RN-TAP-35KEPS-LS-1Y-US	$ 3,938,921.00	$ 3,426,861.27
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS	RN-TAP-40KEPS-LS-1Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS	RN-TAP-1KEPS-LS-2Y-US	$ 984,822.00	$ 856,795.14
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS	RN-TAP-2.5KEPS-LS-2Y-US	$ 1,201,956.00	$ 1,045,701.72
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS	RN-TAP-5KEPS-LS-2Y-US	$ 1,408,554.00	$ 1,225,441.98
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS	RN-TAP-10KEPS-LS-2Y-US	$ 2,250,812.00	$ 1,958,206.44
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS	RN-TAP-15KEPS-LS-2Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS	RN-TAP-20KEPS-LS-2Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS	RN-TAP-25KEPS-LS-2Y-US	$ 5,627,030.00	$ 4,895,516.10
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS	RN-TAP-30KEPS-LS-2Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS	RN-TAP-35KEPS-LS-2Y-US	$ 7,877,842.00	$ 6,853,722.54
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS	RN-TAP-40KEPS-LS-2Y-US	$ 9,003,248.00	$ 7,832,825.76
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS	RN-TAP-1KEPS-LS-3Y-US	$ 1,477,233.00	$ 1,285,192.71
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS	RN-TAP-2.5KEPS-LS-3Y-US	$ 1,802,934.00	$ 1,568,552.58
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS	RN-TAP-5KEPS-LS-3Y-US	$ 2,112,831.00	$ 1,838,162.97
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS	RN-TAP-10KEPS-LS-3Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS	RN-TAP-15KEPS-LS-3Y-US	$ 5,064,327.00	$ 4,405,964.49
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS	RN-TAP-20KEPS-LS-3Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS	RN-TAP-25KEPS-LS-3Y-US	$ 8,440,545.00	$ 7,343,274.15
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS	RN-TAP-30KEPS-LS-3Y-US	##########	$ 8,811,928.98
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS	RN-TAP-35KEPS-LS-3Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS	RN-TAP-40KEPS-LS-3Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS	RN-TAP-1KEPS-LS-4Y-US	$ 1,969,644.00	$ 1,713,590.28
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS	RN-TAP-2.5KEPS-LS-4Y-US	$ 2,403,912.00	$ 2,091,403.44
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS	RN-TAP-5KEPS-LS-4Y-US	$ 2,817,108.00	$ 2,450,883.96
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS	RN-TAP-10KEPS-LS-4Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS	RN-TAP-15KEPS-LS-4Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS	RN-TAP-20KEPS-LS-4Y-US	$ 9,003,248.00	$ 7,832,825.76
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS	RN-TAP-25KEPS-LS-4Y-US	##########	$ 9,791,032.20
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS	RN-TAP-30KEPS-LS-4Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS	RN-TAP-35KEPS-LS-4Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS	RN-TAP-40KEPS-LS-4Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-LS-1Y-USPP	$ 517,032.00	$ 449,817.84
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-LS-1Y-USPP	$ 631,027.00	$ 548,993.49
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-LS-1Y-USPP	$ 739,491.00	$ 643,357.17
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-LS-1Y-USPP	$ 1,181,676.00	$ 1,028,058.12
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-LS-1Y-USPP	$ 1,772,514.00	$ 1,542,087.18

FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-LS-1Y-USPP	$ 2,363,353.00	$ 2,056,117.11
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-LS-1Y-USPP	$ 2,954,191.00	$ 2,570,146.17
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-LS-1Y-USPP	$ 3,545,029.00	$ 3,084,175.23
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-LS-1Y-USPP	$ 4,135,867.00	$ 3,598,204.29
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-LS-1Y-USPP	$ 4,726,705.00	$ 4,112,233.35
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-LS-2Y-USPP	$ 1,034,064.00	$ 899,635.68
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-LS-2Y-USPP	$ 1,262,054.00	$ 1,097,986.98
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-LS-2Y-USPP	$ 1,478,982.00	$ 1,286,714.34
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-LS-2Y-USPP	$ 2,363,352.00	$ 2,056,116.24
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-LS-2Y-USPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-LS-2Y-USPP	$ 4,726,706.00	$ 4,112,234.22
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-LS-2Y-USPP	$ 5,908,382.00	$ 5,140,292.34
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-LS-2Y-USPP	$ 7,090,058.00	$ 6,168,350.46
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-LS-2Y-USPP	$ 8,271,734.00	$ 7,196,408.58
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-LS-2Y-USPP	$ 9,453,410.00	$ 8,224,466.70
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-LS-3Y-USPP	$ 1,551,096.00	$ 1,349,453.52
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-LS-3Y-USPP	$ 1,893,081.00	$ 1,646,980.47
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-LS-3Y-USPP	$ 2,218,473.00	$ 1,930,071.51
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-LS-3Y-USPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-LS-3Y-USPP	$ 5,317,542.00	$ 4,626,261.54
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-LS-3Y-USPP	$ 7,090,059.00	$ 6,168,351.33
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-LS-3Y-USPP	$ 8,862,573.00	$ 7,710,438.51
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-LS-3Y-USPP	##############	$ 9,252,525.69
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-LS-3Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-LS-3Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-LS-4Y-USPP	$ 2,068,128.00	$ 1,799,271.36
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-LS-4Y-USPP	$ 2,524,108.00	$ 2,195,973.96
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-LS-4Y-USPP	$ 2,957,964.00	$ 2,573,428.68
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-LS-4Y-USPP	$ 4,726,704.00	$ 4,112,232.48
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-LS-4Y-USPP	$ 7,090,056.00	$ 6,168,348.72
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-LS-4Y-USPP	$ 9,453,412.00	$ 8,224,468.44
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-LS-5Y-USPP	$ 2,585,160.00	$ 2,249,089.20
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-LS-5Y-USPP	$ 3,155,135.00	$ 2,744,967.45
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-LS-5Y-USPP	$ 3,697,455.00	$ 3,216,785.85
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-LS-5Y-USPP	$ 5,908,380.00	$ 5,140,290.60
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-LS-5Y-USPP	$ 8,862,570.00	$ 7,710,435.90
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-LS-5Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-LS-5Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-LS-5Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-LS-5Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-LS-5Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS Prio Plus	RN-TAP-1KEPS-LS-1Y-USPP	$ 517,032.00	$ 449,817.84
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS Prio Plus	RN-TAP-2.5KEPS-LS-1Y-USPP	$ 631,027.00	$ 548,993.49
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS Prio Plus	RN-TAP-5KEPS-LS-1Y-USPP	$ 739,491.00	$ 643,357.17
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS Prio Plus	RN-TAP-10KEPS-LS-1Y-USPP	$ 1,181,676.00	$ 1,028,058.12

FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS Prio Plus	RN-TAP-15KEPS-LS-1Y-USPP	$ 1,772,514.00	$ 1,542,087.18
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS Prio Plus	RN-TAP-20KEPS-LS-1Y-USPP	$ 2,363,353.00	$ 2,056,117.11
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS Prio Plus	RN-TAP-25KEPS-LS-1Y-USPP	$ 2,954,191.00	$ 2,570,146.17
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS Prio Plus	RN-TAP-30KEPS-LS-1Y-USPP	$ 3,545,029.00	$ 3,084,175.23
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS Prio Plus	RN-TAP-35KEPS-LS-1Y-USPP	$ 4,135,867.00	$ 3,598,204.29
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS Prio Plus	RN-TAP-40KEPS-LS-1Y-USPP	$ 4,726,705.00	$ 4,112,233.35
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS Prio Plus	RN-TAP-1KEPS-LS-2Y-USPP	$ 1,034,064.00	$ 899,635.68
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS Prio Plus	RN-TAP-2.5KEPS-LS-2Y-USPP	$ 1,262,054.00	$ 1,097,986.98
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS Prio Plus	RN-TAP-5KEPS-LS-2Y-USPP	$ 1,478,982.00	$ 1,286,714.34
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS Prio Plus	RN-TAP-10KEPS-LS-2Y-USPP	$ 2,363,352.00	$ 2,056,116.24
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS Prio Plus	RN-TAP-15KEPS-LS-2Y-USPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS Prio Plus	RN-TAP-20KEPS-LS-2Y-USPP	$ 4,726,706.00	$ 4,112,234.22
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS Prio Plus	RN-TAP-25KEPS-LS-2Y-USPP	$ 5,908,382.00	$ 5,140,292.34
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS Prio Plus	RN-TAP-30KEPS-LS-2Y-USPP	$ 7,090,058.00	$ 6,168,350.46
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS Prio Plus	RN-TAP-35KEPS-LS-2Y-USPP	$ 8,271,734.00	$ 7,196,408.58
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS Prio Plus	RN-TAP-40KEPS-LS-2Y-USPP	$ 9,453,410.00	$ 8,224,466.70
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS Prio Plus	RN-TAP-1KEPS-LS-3Y-USPP	$ 1,551,096.00	$ 1,349,453.52
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS Prio Plus	RN-TAP-2.5KEPS-LS-3Y-USPP	$ 1,893,081.00	$ 1,646,980.47
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS Prio Plus	RN-TAP-5KEPS-LS-3Y-USPP	$ 2,218,473.00	$ 1,930,071.51
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS Prio Plus	RN-TAP-10KEPS-LS-3Y-USPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS Prio Plus	RN-TAP-15KEPS-LS-3Y-USPP	$ 5,317,542.00	$ 4,626,261.54
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS Prio Plus	RN-TAP-20KEPS-LS-3Y-USPP	$ 7,090,059.00	$ 6,168,351.33
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS Prio Plus	RN-TAP-25KEPS-LS-3Y-USPP	$ 8,862,573.00	$ 7,710,438.51
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS Prio Plus	RN-TAP-30KEPS-LS-3Y-USPP	##############	$ 9,252,525.69
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS Prio Plus	RN-TAP-35KEPS-LS-3Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS Prio Plus	RN-TAP-40KEPS-LS-3Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS Prio Plus	RN-TAP-1KEPS-LS-4Y-USPP	$ 2,068,128.00	$ 1,799,271.36
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS Prio Plus	RN-TAP-2.5KEPS-LS-4Y-USPP	$ 2,524,108.00	$ 2,195,973.96
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS Prio Plus	RN-TAP-5KEPS-LS-4Y-USPP	$ 2,957,964.00	$ 2,573,428.68
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS Prio Plus	RN-TAP-10KEPS-LS-4Y-USPP	$ 4,726,704.00	$ 4,112,232.48
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS Prio Plus	RN-TAP-15KEPS-LS-4Y-USPP	$ 7,090,056.00	$ 6,168,348.72
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS Prio Plus	RN-TAP-20KEPS-LS-4Y-USPP	$ 9,453,412.00	$ 8,224,468.44
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS Prio Plus	RN-TAP-25KEPS-LS-4Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS Prio Plus	RN-TAP-30KEPS-LS-4Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS Prio Plus	RN-TAP-35KEPS-LS-4Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS Prio Plus	RN-TAP-40KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 1YR - GovUS	TAP-1KEPS-DT2SS-1Y-US-A	$ 122,185.00	$ 106,300.95
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-DT2SS-1Y-US-A	$ 157,270.00	$ 136,824.90
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 1YR - GovUS	TAP-5KEPS-DT2SS-1Y-US-A	$ 193,405.00	$ 168,262.35
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 1YR - GovUS	TAP-10KEPS-DT2SS-1Y-US-A	$ 327,834.00	$ 285,215.58
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 1YR - GovUS	TAP-15KEPS-DT2SS-1Y-US-A	$ 491,751.00	$ 427,823.37
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 1YR - GovUS	TAP-20KEPS-DT2SS-1Y-US-A	$ 686,854.00	$ 597,562.98
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 1YR - GovUS	TAP-25KEPS-DT2SS-1Y-US-A	$ 875,135.00	$ 761,367.45
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 1YR - GovUS	TAP-30KEPS-DT2SS-1Y-US-A	$ 1,050,162.00	$ 913,640.94
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 1YR - GovUS	TAP-35KEPS-DT2SS-1Y-US-A	$ 1,225,189.00	$ 1,065,914.43
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 1YR - GovUS	TAP-40KEPS-DT2SS-1Y-US-A	$ 1,400,216.00	$ 1,218,187.92
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 1YR - GovUS	TAP-45KEPS-DT2SS-1Y-US-A	$ 1,575,243.00	$ 1,370,461.41
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 1YR - GovUS	TAP-50KEPS-DT2SS-1Y-US-A	$ 1,750,270.00	$ 1,522,734.90
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 1YR - GovUS	TAP-55KEPS-DT2SS-1Y-US-A	$ 1,925,297.00	$ 1,675,008.39

FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 1YR - GovUS	TAP-60KEPS-DT2SS-1Y-US-A	$ 2,100,324.00	$ 1,827,281.88
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 1YR - GovUS	TAP-65KEPS-DT2SS-1Y-US-A	$ 2,275,351.00	$ 1,979,555.37
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 1YR - GovUS	TAP-70KEPS-DT2SS-1Y-US-A	$ 2,450,378.00	$ 2,131,828.86
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 1YR - GovUS	TAP-75KEPS-DT2SS-1Y-US-A	$ 2,625,405.00	$ 2,284,102.35
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 1YR - GovUS	TAP-80KEPS-DT2SS-1Y-US-A	$ 2,800,432.00	$ 2,436,375.84
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 2YR - GovUS	TAP-1KEPS-DT2SS-2Y-US-A	$ 244,370.00	$ 212,601.90
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-DT2SS-2Y-US-A	$ 314,540.00	$ 273,649.80
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 2YR - GovUS	TAP-5KEPS-DT2SS-2Y-US-A	$ 386,810.00	$ 336,524.70
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 2YR - GovUS	TAP-10KEPS-DT2SS-2Y-US-A	$ 655,668.00	$ 570,431.16
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 2YR - GovUS	TAP-15KEPS-DT2SS-2Y-US-A	$ 983,502.00	$ 855,646.74
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 2YR - GovUS	TAP-20KEPS-DT2SS-2Y-US-A	$ 1,373,708.00	$ 1,195,125.96
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 2YR - GovUS	TAP-25KEPS-DT2SS-2Y-US-A	$ 1,750,270.00	$ 1,522,734.90
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 2YR - GovUS	TAP-30KEPS-DT2SS-2Y-US-A	$ 2,100,324.00	$ 1,827,281.88
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 2YR - GovUS	TAP-35KEPS-DT2SS-2Y-US-A	$ 2,450,378.00	$ 2,131,828.86
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 2YR - GovUS	TAP-40KEPS-DT2SS-2Y-US-A	$ 2,800,432.00	$ 2,436,375.84
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 2YR - GovUS	TAP-45KEPS-DT2SS-2Y-US-A	$ 3,150,486.00	$ 2,740,922.82
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 2YR - GovUS	TAP-50KEPS-DT2SS-2Y-US-A	$ 3,500,540.00	$ 3,045,469.80
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 2YR - GovUS	TAP-55KEPS-DT2SS-2Y-US-A	$ 3,850,594.00	$ 3,350,016.78
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 2YR - GovUS	TAP-60KEPS-DT2SS-2Y-US-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 2YR - GovUS	TAP-65KEPS-DT2SS-2Y-US-A	$ 4,550,702.00	$ 3,959,110.74
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 2YR - GovUS	TAP-70KEPS-DT2SS-2Y-US-A	$ 4,900,756.00	$ 4,263,657.72
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 2YR - GovUS	TAP-75KEPS-DT2SS-2Y-US-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 2YR - GovUS	TAP-80KEPS-DT2SS-2Y-US-A	$ 5,600,864.00	$ 4,872,751.68
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 3YR - GovUS	TAP-1KEPS-DT2SS-3Y-US-A	$ 366,555.00	$ 318,902.85
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-DT2SS-3Y-US-A	$ 471,810.00	$ 410,474.70
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 3YR - GovUS	TAP-5KEPS-DT2SS-3Y-US-A	$ 580,215.00	$ 504,787.05
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 3YR - GovUS	TAP-10KEPS-DT2SS-3Y-US-A	$ 983,502.00	$ 855,646.74
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 3YR - GovUS	TAP-15KEPS-DT2SS-3Y-US-A	$ 1,475,253.00	$ 1,283,470.11
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 3YR - GovUS	TAP-20KEPS-DT2SS-3Y-US-A	$ 2,060,562.00	$ 1,792,688.94
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 3YR - GovUS	TAP-25KEPS-DT2SS-3Y-US-A	$ 2,625,405.00	$ 2,284,102.35
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 3YR - GovUS	TAP-30KEPS-DT2SS-3Y-US-A	$ 3,150,486.00	$ 2,740,922.82
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 3YR - GovUS	TAP-35KEPS-DT2SS-3Y-US-A	$ 3,675,567.00	$ 3,197,743.29
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 3YR - GovUS	TAP-40KEPS-DT2SS-3Y-US-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 3YR - GovUS	TAP-45KEPS-DT2SS-3Y-US-A	$ 4,725,729.00	$ 4,111,384.23
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 3YR - GovUS	TAP-50KEPS-DT2SS-3Y-US-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 3YR - GovUS	TAP-55KEPS-DT2SS-3Y-US-A	$ 5,775,891.00	$ 5,025,025.17
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 3YR - GovUS	TAP-60KEPS-DT2SS-3Y-US-A	$ 6,300,972.00	$ 5,481,845.64
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 3YR - GovUS	TAP-65KEPS-DT2SS-3Y-US-A	$ 6,826,053.00	$ 5,938,666.11
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 3YR - GovUS	TAP-70KEPS-DT2SS-3Y-US-A	$ 7,351,134.00	$ 6,395,486.58
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 3YR - GovUS	TAP-75KEPS-DT2SS-3Y-US-A	$ 7,876,215.00	$ 6,852,307.05
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 3YR - GovUS	TAP-80KEPS-DT2SS-3Y-US-A	$ 8,401,296.00	$ 7,309,127.52
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 4YR - GovUS	TAP-1KEPS-DT2SS-4Y-US-A	$ 488,740.00	$ 425,203.80
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-DT2SS-4Y-US-A	$ 629,080.00	$ 547,299.60
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 4YR - GovUS	TAP-5KEPS-DT2SS-4Y-US-A	$ 773,620.00	$ 673,049.40
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 4YR - GovUS	TAP-10KEPS-DT2SS-4Y-US-A	$ 1,311,336.00	$ 1,140,862.32
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 4YR - GovUS	TAP-15KEPS-DT2SS-4Y-US-A	$ 1,967,004.00	$ 1,711,293.48
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 4YR - GovUS	TAP-20KEPS-DT2SS-4Y-US-A	$ 2,747,416.00	$ 2,390,251.92
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 4YR - GovUS	TAP-25KEPS-DT2SS-4Y-US-A	$ 3,500,540.00	$ 3,045,469.80
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 4YR - GovUS	TAP-30KEPS-DT2SS-4Y-US-A	$ 4,200,648.00	$ 3,654,563.76

FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 4YR - GovUS	TAP-35KEPS-DT2SS-4Y-US-A	$ 4,900,756.00	$ 4,263,657.72
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 4YR - GovUS	TAP-40KEPS-DT2SS-4Y-US-A	$ 5,600,864.00	$ 4,872,751.68
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 4YR - GovUS	TAP-45KEPS-DT2SS-4Y-US-A	$ 6,300,972.00	$ 5,481,845.64
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 4YR - GovUS	TAP-50KEPS-DT2SS-4Y-US-A	$ 7,001,080.00	$ 6,090,939.60
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 4YR - GovUS	TAP-55KEPS-DT2SS-4Y-US-A	$ 7,701,188.00	$ 6,700,033.56
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 4YR - GovUS	TAP-60KEPS-DT2SS-4Y-US-A	$ 8,401,296.00	$ 7,309,127.52
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 4YR - GovUS	TAP-65KEPS-DT2SS-4Y-US-A	$ 9,101,404.00	$ 7,918,221.48
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 4YR - GovUS	TAP-70KEPS-DT2SS-4Y-US-A	$ 9,801,512.00	$ 8,527,315.44
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 4YR - GovUS	TAP-75KEPS-DT2SS-4Y-US-A	##############	$ 9,136,409.40
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 4YR - GovUS	TAP-80KEPS-DT2SS-4Y-US-A	##############	$ 9,745,503.36
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 5YR - GovUS	TAP-1KEPS-DT2SS-5Y-US-A	$ 610,925.00	$ 531,504.75
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-DT2SS-5Y-US-A	$ 786,350.00	$ 684,124.50
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 5YR - GovUS	TAP-5KEPS-DT2SS-5Y-US-A	$ 967,025.00	$ 841,311.75
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 5YR - GovUS	TAP-10KEPS-DT2SS-5Y-US-A	$ 1,639,170.00	$ 1,426,077.90
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 5YR - GovUS	TAP-15KEPS-DT2SS-5Y-US-A	$ 2,458,755.00	$ 2,139,116.85
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 5YR - GovUS	TAP-20KEPS-DT2SS-5Y-US-A	$ 3,434,270.00	$ 2,987,814.90
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 5YR - GovUS	TAP-25KEPS-DT2SS-5Y-US-A	$ 4,375,675.00	$ 3,806,837.25
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 5YR - GovUS	TAP-30KEPS-DT2SS-5Y-US-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 5YR - GovUS	TAP-35KEPS-DT2SS-5Y-US-A	$ 6,125,945.00	$ 5,329,572.15
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 5YR - GovUS	TAP-40KEPS-DT2SS-5Y-US-A	$ 7,001,080.00	$ 6,090,939.60
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 5YR - GovUS	TAP-45KEPS-DT2SS-5Y-US-A	$ 7,876,215.00	$ 6,852,307.05
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 5YR - GovUS	TAP-50KEPS-DT2SS-5Y-US-A	$ 8,751,350.00	$ 7,613,674.50
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 5YR - GovUS	TAP-55KEPS-DT2SS-5Y-US-A	$ 9,626,485.00	$ 8,375,041.95
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 5YR - GovUS	TAP-60KEPS-DT2SS-5Y-US-A	##############	$ 9,136,409.40
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 5YR - GovUS	TAP-65KEPS-DT2SS-5Y-US-A	##############	$ 9,897,776.85
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 5YR - GovUS	TAP-70KEPS-DT2SS-5Y-US-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 5YR - GovUS	TAP-75KEPS-DT2SS-5Y-US-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 5YR - GovUS	TAP-80KEPS-DT2SS-5Y-US-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-1Y-USPP-A	$ 128,294.00	$ 111,615.78
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-1Y-USPP	$ 165,134.00	$ 143,666.58
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-1Y-USPP-A	$ 203,076.00	$ 176,676.12
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-1Y-USPP-	$ 344,225.00	$ 299,475.75
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-1Y-USPP-	$ 516,338.00	$ 449,214.06
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-1Y-USPP-	$ 721,197.00	$ 627,441.39
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-1Y-USPP-	$ 918,892.00	$ 799,436.04
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-1Y-USPP-	$ 1,102,670.00	$ 959,322.90
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-1Y-USPP-	$ 1,286,448.00	$ 1,119,209.76
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-1Y-USPP-	$ 1,470,227.00	$ 1,279,097.49
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 1YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-1Y-USPP-	$ 1,654,005.00	$ 1,438,984.35
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 1YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-1Y-USPP-	$ 1,837,784.00	$ 1,598,872.08
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 1YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-1Y-USPP-	$ 2,021,562.00	$ 1,758,758.94
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 1YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-1Y-USPP-	$ 2,205,340.00	$ 1,918,645.80
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 1YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-1Y-USPP-	$ 2,389,119.00	$ 2,078,533.53
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 1YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-1Y-USPP-	$ 2,572,897.00	$ 2,238,420.39
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 1YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-1Y-USPP-	$ 2,756,675.00	$ 2,398,307.25
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 1YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-1Y-USPP-	$ 2,940,453.00	$ 2,558,194.11
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-2Y-USPP-A	$ 256,588.00	$ 223,231.56
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-2Y-USPP	$ 330,268.00	$ 287,333.16
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-2Y-USPP-A	$ 406,152.00	$ 353,352.24

FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-2Y-USPP-	$ 688,450.00	$ 598,951.50
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-2Y-USPP-	$ 1,032,676.00	$ 898,428.12
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-2Y-USPP-	$ 1,442,394.00	$ 1,254,882.78
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-2Y-USPP-	$ 1,837,784.00	$ 1,598,872.08
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-2Y-USPP-	$ 2,205,340.00	$ 1,918,645.80
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-2Y-USPP-	$ 2,572,896.00	$ 2,238,419.52
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-2Y-USPP-	$ 2,940,454.00	$ 2,558,194.98
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 2YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-2Y-USPP-	$ 3,308,010.00	$ 2,877,968.70
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 2YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-2Y-USPP-	$ 3,675,568.00	$ 3,197,744.16
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 2YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-2Y-USPP-	$ 4,043,124.00	$ 3,517,517.88
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 2YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-2Y-USPP-	$ 4,410,680.00	$ 3,837,291.60
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 2YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-2Y-USPP-	$ 4,778,238.00	$ 4,157,067.06
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 2YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-2Y-USPP-	$ 5,145,794.00	$ 4,476,840.78
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 2YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-2Y-USPP-	$ 5,513,350.00	$ 4,796,614.50
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 2YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-2Y-USPP-	$ 5,880,906.00	$ 5,116,388.22
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-3Y-USPP-A	$ 384,882.00	$ 334,847.34
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-3Y-USPP	$ 495,402.00	$ 430,999.74
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-3Y-USPP-A	$ 609,228.00	$ 530,028.36
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-3Y-USPP-	$ 1,032,675.00	$ 898,427.25
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-3Y-USPP-	$ 1,549,014.00	$ 1,347,642.18
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-3Y-USPP-	$ 2,163,591.00	$ 1,882,324.17
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-3Y-USPP-	$ 2,756,676.00	$ 2,398,308.12
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-3Y-USPP-	$ 3,308,010.00	$ 2,877,968.70
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-3Y-USPP-	$ 3,859,344.00	$ 3,357,629.28
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-3Y-USPP-	$ 4,410,681.00	$ 3,837,292.47
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 3YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-3Y-USPP-	$ 4,962,015.00	$ 4,316,953.05
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 3YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-3Y-USPP-	$ 5,513,352.00	$ 4,796,616.24
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 3YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-3Y-USPP-	$ 6,064,686.00	$ 5,276,276.82
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 3YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-3Y-USPP-	$ 6,616,020.00	$ 5,755,937.40
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 3YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-3Y-USPP-	$ 7,167,357.00	$ 6,235,600.59
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 3YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-3Y-USPP-	$ 7,718,691.00	$ 6,715,261.17
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 3YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-3Y-USPP-	$ 8,270,025.00	$ 7,194,921.75
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 3YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-3Y-USPP-	$ 8,821,359.00	$ 7,674,582.33
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-4Y-USPP-A	$ 513,176.00	$ 446,463.12
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-4Y-USPP	$ 660,536.00	$ 574,666.32
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-4Y-USPP-A	$ 812,304.00	$ 706,704.48
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-4Y-USPP-	$ 1,376,900.00	$ 1,197,903.00
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-4Y-USPP-	$ 2,065,352.00	$ 1,796,856.24
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-4Y-USPP-	$ 2,884,788.00	$ 2,509,765.56
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-4Y-USPP-	$ 3,675,568.00	$ 3,197,744.16
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-4Y-USPP-	$ 4,410,680.00	$ 3,837,291.60
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-4Y-USPP-	$ 5,145,792.00	$ 4,476,839.04
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-4Y-USPP-	$ 5,880,908.00	$ 5,116,389.96
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 4YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-4Y-USPP-	$ 6,616,020.00	$ 5,755,937.40
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 4YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-4Y-USPP-	$ 7,351,136.00	$ 6,395,488.32
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 4YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-4Y-USPP-	$ 8,086,248.00	$ 7,035,035.76
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 4YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-4Y-USPP-	$ 8,821,360.00	$ 7,674,583.20
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 4YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-4Y-USPP-	$ 9,556,476.00	$ 8,314,134.12
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 4YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-4Y-USPP-	##############	$ 8,953,681.56

FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 4YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-4Y-USPP-	############	$ 9,593,229.00
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 4YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-4Y-USPP-	############	############
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-5Y-USPP-A	$ 641,470.00	$ 558,078.90
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-5Y-USPP	$ 825,670.00	$ 718,332.90
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-5Y-USPP-A	$ 1,015,380.00	$ 883,380.60
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-5Y-USPP-	$ 1,721,125.00	$ 1,497,378.75
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-5Y-USPP-	$ 2,581,690.00	$ 2,246,070.30
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-5Y-USPP-	$ 3,605,985.00	$ 3,137,206.95
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-5Y-USPP-	$ 4,594,460.00	$ 3,997,180.20
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-5Y-USPP-	$ 5,513,350.00	$ 4,796,614.50
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-5Y-USPP-	$ 6,432,240.00	$ 5,596,048.80
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-5Y-USPP-	$ 7,351,135.00	$ 6,395,487.45
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 5YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-5Y-USPP-	$ 8,270,025.00	$ 7,194,921.75
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 5YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-5Y-USPP-	$ 9,188,920.00	$ 7,994,360.40
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 5YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-5Y-USPP-	############	$ 8,793,794.70
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 5YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-5Y-USPP-	############	$ 9,593,229.00
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 5YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-5Y-USPP-	############	############
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 5YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-5Y-USPP-	############	############
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 5YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-5Y-USPP-	############	############
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 5YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-5Y-USPP-	############	############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 1YR - GovUS	TAP-1KEPS-DT2LS-1Y-US-A	$ 381,961.00	$ 332,306.07
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-DT2LS-1Y-US-A	$ 481,990.00	$ 419,331.30
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 1YR - GovUS	TAP-5KEPS-DT2LS-1Y-US-A	$ 583,069.00	$ 507,270.03
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 1YR - GovUS	TAP-10KEPS-DT2LS-1Y-US-A	$ 977,274.00	$ 850,228.38
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 1YR - GovUS	TAP-15KEPS-DT2LS-1Y-US-A	$ 1,465,911.00	$ 1,275,342.57
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 1YR - GovUS	TAP-20KEPS-DT2LS-1Y-US-A	$ 1,985,734.00	$ 1,727,588.58
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 1YR - GovUS	TAP-25KEPS-DT2LS-1Y-US-A	$ 2,498,735.00	$ 2,173,899.45
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 1YR - GovUS	TAP-30KEPS-DT2LS-1Y-US-A	$ 2,998,482.00	$ 2,608,679.34
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 1YR - GovUS	TAP-35KEPS-DT2LS-1Y-US-A	$ 3,498,229.00	$ 3,043,459.23
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 1YR - GovUS	TAP-40KEPS-DT2LS-1Y-US-A	$ 3,997,976.00	$ 3,478,239.12
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 2YR - GovUS	TAP-1KEPS-DT2LS-2Y-US-A	$ 763,922.00	$ 664,612.14
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-DT2LS-2Y-US-A	$ 963,980.00	$ 838,662.60
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 2YR - GovUS	TAP-5KEPS-DT2LS-2Y-US-A	$ 1,166,138.00	$ 1,014,540.06
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 2YR - GovUS	TAP-10KEPS-DT2LS-2Y-US-A	$ 1,954,548.00	$ 1,700,456.76
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 2YR - GovUS	TAP-15KEPS-DT2LS-2Y-US-A	$ 2,931,822.00	$ 2,550,685.14
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 2YR - GovUS	TAP-20KEPS-DT2LS-2Y-US-A	$ 3,971,468.00	$ 3,455,177.16
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 2YR - GovUS	TAP-25KEPS-DT2LS-2Y-US-A	$ 4,997,470.00	$ 4,347,798.90
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 2YR - GovUS	TAP-30KEPS-DT2LS-2Y-US-A	$ 5,996,964.00	$ 5,217,358.68
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 2YR - GovUS	TAP-35KEPS-DT2LS-2Y-US-A	$ 6,996,458.00	$ 6,086,918.46
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 2YR - GovUS	TAP-40KEPS-DT2LS-2Y-US-A	$ 7,995,952.00	$ 6,956,478.24
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 3YR - GovUS	TAP-1KEPS-DT2LS-3Y-US-A	$ 1,145,883.00	$ 996,918.21
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-DT2LS-3Y-US-A	$ 1,445,970.00	$ 1,257,993.90
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 3YR - GovUS	TAP-5KEPS-DT2LS-3Y-US-A	$ 1,749,207.00	$ 1,521,810.09
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 3YR - GovUS	TAP-10KEPS-DT2LS-3Y-US-A	$ 2,931,822.00	$ 2,550,685.14
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 3YR - GovUS	TAP-15KEPS-DT2LS-3Y-US-A	$ 4,397,733.00	$ 3,826,027.71
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 3YR - GovUS	TAP-20KEPS-DT2LS-3Y-US-A	$ 5,957,202.00	$ 5,182,765.74
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 3YR - GovUS	TAP-25KEPS-DT2LS-3Y-US-A	$ 7,496,205.00	$ 6,521,698.35
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 3YR - GovUS	TAP-30KEPS-DT2LS-3Y-US-A	$ 8,995,446.00	$ 7,826,038.02
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 3YR - GovUS	TAP-35KEPS-DT2LS-3Y-US-A	############	$ 9,130,377.69

FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 3YR - GovUS	TAP-40KEPS-DT2LS-3Y-US-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 4YR - GovUS	TAP-1KEPS-DT2LS-4Y-US-A	$ 1,527,844.00	$ 1,329,224.28
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-DT2LS-4Y-US-A	$ 1,927,960.00	$ 1,677,325.20
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 4YR - GovUS	TAP-5KEPS-DT2LS-4Y-US-A	$ 2,332,276.00	$ 2,029,080.12
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 4YR - GovUS	TAP-10KEPS-DT2LS-4Y-US-A	$ 3,909,096.00	$ 3,400,913.52
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 4YR - GovUS	TAP-15KEPS-DT2LS-4Y-US-A	$ 5,863,644.00	$ 5,101,370.28
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 4YR - GovUS	TAP-20KEPS-DT2LS-4Y-US-A	$ 7,942,936.00	$ 6,910,354.32
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 4YR - GovUS	TAP-25KEPS-DT2LS-4Y-US-A	$ 9,994,940.00	$ 8,695,597.80
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 4YR - GovUS	TAP-30KEPS-DT2LS-4Y-US-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 4YR - GovUS	TAP-35KEPS-DT2LS-4Y-US-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 4YR - GovUS	TAP-40KEPS-DT2LS-4Y-US-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 5YR - GovUS	TAP-1KEPS-DT2LS-5Y-US-A	$ 1,909,805.00	$ 1,661,530.35
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-DT2LS-5Y-US-A	$ 2,409,950.00	$ 2,096,656.50
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 5YR - GovUS	TAP-5KEPS-DT2LS-5Y-US-A	$ 2,915,345.00	$ 2,536,350.15
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 5YR - GovUS	TAP-10KEPS-DT2LS-5Y-US-A	$ 4,886,370.00	$ 4,251,141.90
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 5YR - GovUS	TAP-15KEPS-DT2LS-5Y-US-A	$ 7,329,555.00	$ 6,376,712.85
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 5YR - GovUS	TAP-20KEPS-DT2LS-5Y-US-A	$ 9,928,670.00	$ 8,637,942.90
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 5YR - GovUS	TAP-25KEPS-DT2LS-5Y-US-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 5YR - GovUS	TAP-30KEPS-DT2LS-5Y-US-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 5YR - GovUS	TAP-35KEPS-DT2LS-5Y-US-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 5YR - GovUS	TAP-40KEPS-DT2LS-5Y-US-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-1Y-USPP-A	$ 401,059.00	$ 348,921.33
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-1Y-USPP	$ 506,090.00	$ 440,298.30
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-1Y-USPP-A	$ 612,223.00	$ 532,634.01
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-1Y-USPP-	$ 1,026,137.00	$ 892,739.19
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-1Y-USPP-	$ 1,539,206.00	$ 1,339,109.22
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-1Y-USPP-	$ 2,085,021.00	$ 1,813,968.27
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-1Y-USPP-	$ 2,623,672.00	$ 2,282,594.64
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-1Y-USPP-	$ 3,148,406.00	$ 2,739,113.22
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-1Y-USPP-	$ 3,673,140.00	$ 3,195,631.80
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-1Y-USPP-	$ 4,197,875.00	$ 3,652,151.25
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-2Y-USPP-A	$ 802,118.00	$ 697,842.66
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-2Y-USPP	$ 1,012,180.00	$ 880,596.60
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-2Y-USPP-A	$ 1,224,446.00	$ 1,065,268.02
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-2Y-USPP-	$ 2,052,274.00	$ 1,785,478.38
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-2Y-USPP-	$ 3,078,412.00	$ 2,678,218.44
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-2Y-USPP-	$ 4,170,042.00	$ 3,627,936.54
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-2Y-USPP-	$ 5,247,344.00	$ 4,565,189.28
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-2Y-USPP-	$ 6,296,812.00	$ 5,478,226.44
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-2Y-USPP-	$ 7,346,280.00	$ 6,391,263.60
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-2Y-USPP-	$ 8,395,750.00	$ 7,304,302.50
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-3Y-USPP-A	$ 1,203,177.00	$ 1,046,763.99
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-3Y-USPP	$ 1,518,270.00	$ 1,320,894.90
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-3Y-USPP-A	$ 1,836,669.00	$ 1,597,902.03
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-3Y-USPP-	$ 3,078,411.00	$ 2,678,217.57
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-3Y-USPP-	$ 4,617,618.00	$ 4,017,327.66
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-3Y-USPP-	$ 6,255,063.00	$ 5,441,904.81
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-3Y-USPP-	$ 7,871,016.00	$ 6,847,783.92
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-3Y-USPP-	$ 9,445,218.00	$ 8,217,339.66

FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-3Y-USPP-	##########	$ 9,586,895.40
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-3Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-4Y-USPP-A	$ 1,604,236.00	$ 1,395,685.32
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-4Y-USPP	$ 2,024,360.00	$ 1,761,193.20
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-4Y-USPP-A	$ 2,448,892.00	$ 2,130,536.04
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-4Y-USPP-	$ 4,104,548.00	$ 3,570,956.76
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-4Y-USPP-	$ 6,156,824.00	$ 5,356,436.88
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-4Y-USPP-	$ 8,340,084.00	$ 7,255,873.08
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-4Y-USPP-	##########	$ 9,130,378.56
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-4Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-4Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-4Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-5Y-USPP-A	$ 2,005,295.00	$ 1,744,606.65
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-5Y-USPP	$ 2,530,450.00	$ 2,201,491.50
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-5Y-USPP-A	$ 3,061,115.00	$ 2,663,170.05
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-5Y-USPP-	$ 5,130,685.00	$ 4,463,695.95
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-5Y-USPP-	$ 7,696,030.00	$ 6,695,546.10
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-5Y-USPP-	##########	$ 9,069,841.35
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 1YR - GovUS	TAP-1KEPS-SS2LS-1Y-US-A	$ 259,776.00	$ 226,005.12
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-SS2LS-1Y-US-A	$ 324,720.00	$ 282,506.40
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 1YR - GovUS	TAP-5KEPS-SS2LS-1Y-US-A	$ 389,664.00	$ 339,007.68
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 1YR - GovUS	TAP-10KEPS-SS2LS-1Y-US-A	$ 649,440.00	$ 565,012.80
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 1YR - GovUS	TAP-15KEPS-SS2LS-1Y-US-A	$ 974,160.00	$ 847,519.20
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 1YR - GovUS	TAP-20KEPS-SS2LS-1Y-US-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 1YR - GovUS	TAP-25KEPS-SS2LS-1Y-US-A	$ 1,623,600.00	$ 1,412,532.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 1YR - GovUS	TAP-30KEPS-SS2LS-1Y-US-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 1YR - GovUS	TAP-35KEPS-SS2LS-1Y-US-A	$ 2,273,040.00	$ 1,977,544.80
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 1YR - GovUS	TAP-40KEPS-SS2LS-1Y-US-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 2YR - GovUS	TAP-1KEPS-SS2LS-2Y-US-A	$ 519,552.00	$ 452,010.24
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-SS2LS-2Y-US-A	$ 649,440.00	$ 565,012.80
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 2YR - GovUS	TAP-5KEPS-SS2LS-2Y-US-A	$ 779,328.00	$ 678,015.36
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 2YR - GovUS	TAP-10KEPS-SS2LS-2Y-US-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 2YR - GovUS	TAP-15KEPS-SS2LS-2Y-US-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 2YR - GovUS	TAP-20KEPS-SS2LS-2Y-US-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 2YR - GovUS	TAP-25KEPS-SS2LS-2Y-US-A	$ 3,247,200.00	$ 2,825,064.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 2YR - GovUS	TAP-30KEPS-SS2LS-2Y-US-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 2YR - GovUS	TAP-35KEPS-SS2LS-2Y-US-A	$ 4,546,080.00	$ 3,955,089.60
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 2YR - GovUS	TAP-40KEPS-SS2LS-2Y-US-A	$ 5,195,520.00	$ 4,520,102.40
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 3YR - GovUS	TAP-1KEPS-SS2LS-3Y-US-A	$ 779,328.00	$ 678,015.36
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-SS2LS-3Y-US-A	$ 974,160.00	$ 847,519.20
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 3YR - GovUS	TAP-5KEPS-SS2LS-3Y-US-A	$ 1,168,992.00	$ 1,017,023.04
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 3YR - GovUS	TAP-10KEPS-SS2LS-3Y-US-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 3YR - GovUS	TAP-15KEPS-SS2LS-3Y-US-A	$ 2,922,480.00	$ 2,542,557.60
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 3YR - GovUS	TAP-20KEPS-SS2LS-3Y-US-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 3YR - GovUS	TAP-25KEPS-SS2LS-3Y-US-A	$ 4,870,800.00	$ 4,237,596.00

FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 3YR - GovUS	TAP-30KEPS-SS2LS-3Y-US-A	$ 5,844,960.00	$ 5,085,115.20
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 3YR - GovUS	TAP-35KEPS-SS2LS-3Y-US-A	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 3YR - GovUS	TAP-40KEPS-SS2LS-3Y-US-A	$ 7,793,280.00	$ 6,780,153.60
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 4YR - GovUS	TAP-1KEPS-SS2LS-4Y-US-A	$ 1,039,104.00	$ 904,020.48
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-SS2LS-4Y-US-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 4YR - GovUS	TAP-5KEPS-SS2LS-4Y-US-A	$ 1,558,656.00	$ 1,356,030.72
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 4YR - GovUS	TAP-10KEPS-SS2LS-4Y-US-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 4YR - GovUS	TAP-15KEPS-SS2LS-4Y-US-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 4YR - GovUS	TAP-20KEPS-SS2LS-4Y-US-A	$ 5,195,520.00	$ 4,520,102.40
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 4YR - GovUS	TAP-25KEPS-SS2LS-4Y-US-A	$ 6,494,400.00	$ 5,650,128.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 4YR - GovUS	TAP-30KEPS-SS2LS-4Y-US-A	$ 7,793,280.00	$ 6,780,153.60
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 4YR - GovUS	TAP-35KEPS-SS2LS-4Y-US-A	$ 9,092,160.00	$ 7,910,179.20
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 4YR - GovUS	TAP-40KEPS-SS2LS-4Y-US-A	##############	$ 9,040,204.80
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 5YR - GovUS	TAP-1KEPS-SS2LS-5Y-US-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-SS2LS-5Y-US-A	$ 1,623,600.00	$ 1,412,532.00
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 5YR - GovUS	TAP-5KEPS-SS2LS-5Y-US-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 5YR - GovUS	TAP-10KEPS-SS2LS-5Y-US-A	$ 3,247,200.00	$ 2,825,064.00
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 5YR - GovUS	TAP-15KEPS-SS2LS-5Y-US-A	$ 4,870,800.00	$ 4,237,596.00
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 5YR - GovUS	TAP-20KEPS-SS2LS-5Y-US-A	$ 6,494,400.00	$ 5,650,128.00
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 5YR - GovUS	TAP-25KEPS-SS2LS-5Y-US-A	$ 8,118,000.00	$ 7,062,660.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 5YR - GovUS	TAP-30KEPS-SS2LS-5Y-US-A	$ 9,741,600.00	$ 8,475,192.00
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 5YR - GovUS	TAP-35KEPS-SS2LS-5Y-US-A	##############	$ 9,887,724.00
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 5YR - GovUS	TAP-40KEPS-SS2LS-5Y-US-A	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-1Y-USPP-A	$ 272,765.00	$ 237,305.55
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-1Y-USPP-	$ 340,956.00	$ 296,631.72
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-1Y-USPP-A	$ 409,147.00	$ 355,957.89
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-1Y-USPP-	$ 681,912.00	$ 593,263.44
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-1Y-USPP-	$ 1,022,868.00	$ 889,895.16
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-1Y-USPP-	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-1Y-USPP-	$ 1,704,780.00	$ 1,483,158.60
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-1Y-USPP-	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-1Y-USPP-	$ 2,386,692.00	$ 2,076,422.04
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-1Y-USPP-	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-2Y-USPP-A	$ 545,530.00	$ 474,611.10
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-2Y-USPP-	$ 681,912.00	$ 593,263.44
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-2Y-USPP-A	$ 818,294.00	$ 711,915.78
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-2Y-USPP-	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-2Y-USPP-	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-2Y-USPP-	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-2Y-USPP-	$ 3,409,560.00	$ 2,966,317.20
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-2Y-USPP-	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-2Y-USPP-	$ 4,773,384.00	$ 4,152,844.08
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-2Y-USPP-	$ 5,455,296.00	$ 4,746,107.52
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-3Y-USPP-A	$ 818,295.00	$ 711,916.65
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-3Y-USPP-	$ 1,022,868.00	$ 889,895.16
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-3Y-USPP-A	$ 1,227,441.00	$ 1,067,873.67
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-3Y-USPP-	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-3Y-USPP-	$ 3,068,604.00	$ 2,669,685.48
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-3Y-USPP-	$ 4,091,472.00	$ 3,559,580.64

FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-3Y-USPP-	$ 5,114,340.00	$ 4,449,475.80
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-3Y-USPP-	$ 6,137,208.00	$ 5,339,370.96
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-3Y-USPP-	$ 7,160,076.00	$ 6,229,266.12
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-3Y-USPP-	$ 8,182,944.00	$ 7,119,161.28
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-4Y-USPP-A	$ 1,091,060.00	$ 949,222.20
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-4Y-USPP-	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-4Y-USPP-A	$ 1,636,588.00	$ 1,423,831.56
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-4Y-USPP-	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-4Y-USPP-	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-4Y-USPP-	$ 5,455,296.00	$ 4,746,107.52
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-4Y-USPP-	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-4Y-USPP-	$ 8,182,944.00	$ 7,119,161.28
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-4Y-USPP-	$ 9,546,768.00	$ 8,305,688.16
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-4Y-USPP-	##############	$ 9,492,215.04
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-5Y-USPP-A	$ 1,363,825.00	$ 1,186,527.75
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-5Y-USPP-	$ 1,704,780.00	$ 1,483,158.60
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-5Y-USPP-A	$ 2,045,735.00	$ 1,779,789.45
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-5Y-USPP-	$ 3,409,560.00	$ 2,966,317.20
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-5Y-USPP-	$ 5,114,340.00	$ 4,449,475.80
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-5Y-USPP-	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-5Y-USPP-	$ 8,523,900.00	$ 7,415,793.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-5Y-USPP-	##############	$ 8,898,951.60
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-5Y-USPP-	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-5Y-USPP-	##############	##############
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-1Y-PT2PP	$ 5,523.00	$ 4,805.01
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-1Y-PT2P	$ 5,949.00	$ 5,175.63
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-1Y-PT2PP	$ 6,060.00	$ 5,272.20
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-1Y-PT2P	$ 7,407.00	$ 6,444.09
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-1Y-PT2P	$ 11,110.00	$ 9,665.70
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-1Y-PT2P	$ 13,254.00	$ 11,530.98
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-1Y-PT2P	$ 15,739.00	$ 13,692.93
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-1Y-PT2P	$ 18,887.00	$ 16,431.69
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-1Y-PT2P	$ 22,035.00	$ 19,170.45
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-1Y-PT2P	$ 25,182.00	$ 21,908.34
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-1Y-PT2P	$ 28,330.00	$ 24,647.10
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-1Y-PT2P	$ 31,478.00	$ 27,385.86
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-1Y-PT2P	$ 34,626.00	$ 30,124.62
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-1Y-PT2P	$ 37,774.00	$ 32,863.38
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-1Y-PT2P	$ 40,921.00	$ 35,601.27
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-1Y-PT2P	$ 44,069.00	$ 38,340.03
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-1Y-PT2P	$ 47,217.00	$ 41,078.79
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-1Y-PT2P	$ 50,365.00	$ 43,817.55
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-2Y-PT2PP	$ 11,046.00	$ 9,610.02
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-2Y-PT2P	$ 11,898.00	$ 10,351.26
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-2Y-PT2PP	$ 12,120.00	$ 10,544.40
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-2Y-PT2P	$ 14,814.00	$ 12,888.18
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-2Y-PT2P	$ 22,220.00	$ 19,331.40
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-2Y-PT2P	$ 26,508.00	$ 23,061.96
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-2Y-PT2P	$ 31,478.00	$ 27,385.86

FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-2Y-PT2P	$ 37,774.00	$ 32,863.38
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-2Y-PT2P	$ 44,070.00	$ 38,340.90
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-2Y-PT2P	$ 50,364.00	$ 43,816.68
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-2Y-PT2P	$ 56,660.00	$ 49,294.20
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-2Y-PT2P	$ 62,956.00	$ 54,771.72
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-2Y-PT2P	$ 69,252.00	$ 60,249.24
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-2Y-PT2P	$ 75,548.00	$ 65,726.76
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-2Y-PT2P	$ 81,842.00	$ 71,202.54
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-2Y-PT2P	$ 88,138.00	$ 76,680.06
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-2Y-PT2P	$ 94,434.00	$ 82,157.58
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-2Y-PT2P	$ 100,730.00	$ 87,635.10
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-3Y-PT2PP	$ 16,569.00	$ 14,415.03
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-3Y-PT2P	$ 17,847.00	$ 15,526.89
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-3Y-PT2PP	$ 18,180.00	$ 15,816.60
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-3Y-PT2P	$ 22,221.00	$ 19,332.27
FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-3Y-PT2P	$ 33,330.00	$ 28,997.10
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-3Y-PT2P	$ 39,762.00	$ 34,592.94
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-3Y-PT2P	$ 47,217.00	$ 41,078.79
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-3Y-PT2P	$ 56,661.00	$ 49,295.07
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-3Y-PT2P	$ 66,105.00	$ 57,511.35
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-3Y-PT2P	$ 75,546.00	$ 65,725.02
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-3Y-PT2P	$ 84,990.00	$ 73,941.30
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-3Y-PT2P	$ 94,434.00	$ 82,157.58
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-3Y-PT2P	$ 103,878.00	$ 90,373.86
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-3Y-PT2P	$ 113,322.00	$ 98,590.14
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-3Y-PT2P	$ 122,763.00	$ 106,803.81
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-3Y-PT2P	$ 132,207.00	$ 115,020.09
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-3Y-PT2P	$ 141,651.00	$ 123,236.37
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-3Y-PT2P	$ 151,095.00	$ 131,452.65
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-4Y-PT2PP	$ 22,092.00	$ 19,220.04
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-4Y-PT2P	$ 23,796.00	$ 20,702.52
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-4Y-PT2PP	$ 24,240.00	$ 21,088.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-4Y-PT2P	$ 29,628.00	$ 25,776.36
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-4Y-PT2P	$ 44,440.00	$ 38,662.80
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-4Y-PT2P	$ 53,016.00	$ 46,123.92
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-4Y-PT2P	$ 62,956.00	$ 54,771.72
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-4Y-PT2P	$ 75,548.00	$ 65,726.76
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-4Y-PT2P	$ 88,140.00	$ 76,681.80
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-4Y-PT2P	$ 100,728.00	$ 87,633.36
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-4Y-PT2P	$ 113,320.00	$ 98,588.40
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-4Y-PT2P	$ 125,912.00	$ 109,543.44
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-4Y-PT2P	$ 138,504.00	$ 120,498.48
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-4Y-PT2P	$ 151,096.00	$ 131,453.52
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-4Y-PT2P	$ 163,684.00	$ 142,405.08
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-4Y-PT2P	$ 176,276.00	$ 153,360.12
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-4Y-PT2P	$ 188,868.00	$ 164,315.16
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-4Y-PT2P	$ 201,460.00	$ 175,270.20
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-5Y-PT2PP	$ 27,615.00	$ 24,025.05
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-5Y-PT2P	$ 29,745.00	$ 25,878.15

FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-5Y-PT2PP	$ 30,300.00	$ 26,361.00
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-5Y-PT2P	$ 37,035.00	$ 32,220.45
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-5Y-PT2P	$ 55,550.00	$ 48,328.50
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-5Y-PT2P	$ 66,270.00	$ 57,654.90
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-5Y-PT2P	$ 78,695.00	$ 68,464.65
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-5Y-PT2P	$ 94,435.00	$ 82,158.45
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-5Y-PT2P	$ 110,175.00	$ 95,852.25
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-5Y-PT2P	$ 125,910.00	$ 109,541.70
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-5Y-PT2P	$ 141,650.00	$ 123,235.50
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-5Y-PT2P	$ 157,390.00	$ 136,929.30
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-5Y-PT2P	$ 173,130.00	$ 150,623.10
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-5Y-PT2P	$ 188,870.00	$ 164,316.90
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-5Y-PT2P	$ 204,605.00	$ 178,006.35
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-5Y-PT2P	$ 220,345.00	$ 191,700.15
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-5Y-PT2P	$ 236,085.00	$ 205,393.95
FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-5Y-PT2P	$ 251,825.00	$ 219,087.75
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-1Y-PT2PPP	$ 11,632.00	$ 10,119.84
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-1Y-PT2P	$ 13,813.00	$ 12,017.31
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-1Y-PT2PPP	$ 15,731.00	$ 13,685.97
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-1Y-PT2PP	$ 23,798.00	$ 20,704.26
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-1Y-PT2PP	$ 35,697.00	$ 31,056.39
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-1Y-PT2PP	$ 47,597.00	$ 41,409.39
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-1Y-PT2PP	$ 59,496.00	$ 51,761.52
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-1Y-PT2PP	$ 71,395.00	$ 62,113.65
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-1Y-PT2PP	$ 83,294.00	$ 72,465.78
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-1Y-PT2PP	$ 95,193.00	$ 82,817.91
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-1Y-PT2PP	$ 107,092.00	$ 93,170.04
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-1Y-PT2PP	$ 118,992.00	$ 103,523.04
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-1Y-PT2PP	$ 130,891.00	$ 113,875.17
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-1Y-PT2PP	$ 142,790.00	$ 124,227.30
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-1Y-PT2PP	$ 154,689.00	$ 134,579.43
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-1Y-PT2PP	$ 166,588.00	$ 144,931.56
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-1Y-PT2PP	$ 178,487.00	$ 155,283.69
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-1Y-PT2PP	$ 190,386.00	$ 165,635.82
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-2Y-PT2PPP	$ 23,264.00	$ 20,239.68
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-2Y-PT2P	$ 27,626.00	$ 24,034.62
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-2Y-PT2PPP	$ 31,462.00	$ 27,371.94
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-2Y-PT2PP	$ 47,596.00	$ 41,408.52
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-2Y-PT2PP	$ 71,394.00	$ 62,112.78
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-2Y-PT2PP	$ 95,194.00	$ 82,818.78
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-2Y-PT2PP	$ 118,992.00	$ 103,523.04
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-2Y-PT2PP	$ 142,790.00	$ 124,227.30
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-2Y-PT2PP	$ 166,588.00	$ 144,931.56
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-2Y-PT2PP	$ 190,386.00	$ 165,635.82
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-2Y-PT2PP	$ 214,184.00	$ 186,340.08
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-2Y-PT2PP	$ 237,984.00	$ 207,046.08
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-2Y-PT2PP	$ 261,782.00	$ 227,750.34
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-2Y-PT2PP	$ 285,580.00	$ 248,454.60
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-2Y-PT2PP	$ 309,378.00	$ 269,158.86

FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-2Y-PT2PP	$ 333,176.00	$ 289,863.12
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-2Y-PT2PP	$ 356,974.00	$ 310,567.38
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-2Y-PT2PP	$ 380,772.00	$ 331,271.64
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-3Y-PT2PPP	$ 34,896.00	$ 30,359.52
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-3Y-PT2P	$ 41,439.00	$ 36,051.93
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-3Y-PT2PPP	$ 47,193.00	$ 41,057.91
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-3Y-PT2PP	$ 71,394.00	$ 62,112.78
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-3Y-PT2PP	$ 107,091.00	$ 93,169.17
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-3Y-PT2PP	$ 142,791.00	$ 124,228.17
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-3Y-PT2PP	$ 178,488.00	$ 155,284.56
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-3Y-PT2PP	$ 214,185.00	$ 186,340.95
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-3Y-PT2PP	$ 249,882.00	$ 217,397.34
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-3Y-PT2PP	$ 285,579.00	$ 248,453.73
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-3Y-PT2PP	$ 321,276.00	$ 279,510.12
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-3Y-PT2PP	$ 356,976.00	$ 310,569.12
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-3Y-PT2PP	$ 392,673.00	$ 341,625.51
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-3Y-PT2PP	$ 428,370.00	$ 372,681.90
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-3Y-PT2PP	$ 464,067.00	$ 403,738.29
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-3Y-PT2PP	$ 499,764.00	$ 434,794.68
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-3Y-PT2PP	$ 535,461.00	$ 465,851.07
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-3Y-PT2PP	$ 571,158.00	$ 496,907.46
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-4Y-PT2PPP	$ 46,528.00	$ 40,479.36
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-4Y-PT2P	$ 55,252.00	$ 48,069.24
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-4Y-PT2PPP	$ 62,924.00	$ 54,743.88
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-4Y-PT2PP	$ 95,192.00	$ 82,817.04
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-4Y-PT2PP	$ 142,788.00	$ 124,225.56
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-4Y-PT2PP	$ 190,388.00	$ 165,637.56
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-4Y-PT2PP	$ 237,984.00	$ 207,046.08
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-4Y-PT2PP	$ 285,580.00	$ 248,454.60
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-4Y-PT2PP	$ 333,176.00	$ 289,863.12
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-4Y-PT2PP	$ 380,772.00	$ 331,271.64
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-4Y-PT2PP	$ 428,368.00	$ 372,680.16
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-4Y-PT2PP	$ 475,968.00	$ 414,092.16
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-4Y-PT2PP	$ 523,564.00	$ 455,500.68
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-4Y-PT2PP	$ 571,160.00	$ 496,909.20
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-4Y-PT2PP	$ 618,756.00	$ 538,317.72
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-4Y-PT2PP	$ 666,352.00	$ 579,726.24
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-4Y-PT2PP	$ 713,948.00	$ 621,134.76
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-4Y-PT2PP	$ 761,544.00	$ 662,543.28
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-5Y-PT2PPP	$ 58,160.00	$ 50,599.20
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-5Y-PT2P	$ 69,065.00	$ 60,086.55
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-5Y-PT2PPP	$ 78,655.00	$ 68,429.85
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-5Y-PT2PP	$ 118,990.00	$ 103,521.30
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-5Y-PT2PP	$ 178,485.00	$ 155,281.95
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-5Y-PT2PP	$ 237,985.00	$ 207,046.95
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-5Y-PT2PP	$ 297,480.00	$ 258,807.60
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-5Y-PT2PP	$ 356,975.00	$ 310,568.25
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-5Y-PT2PP	$ 416,470.00	$ 362,328.90
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-5Y-PT2PP	$ 475,965.00	$ 414,089.55

FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-5Y-PT2PP	$ 535,460.00	$ 465,850.20
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-5Y-PT2PP	$ 594,960.00	$ 517,615.20
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-5Y-PT2PP	$ 654,455.00	$ 569,375.85
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-5Y-PT2PP	$ 713,950.00	$ 621,136.50
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-5Y-PT2PP	$ 773,445.00	$ 672,897.15
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-5Y-PT2PP	$ 832,940.00	$ 724,657.80
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-5Y-PT2PP	$ 892,435.00	$ 776,418.45
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-5Y-PT2PP	$ 951,930.00	$ 828,179.10
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-1Y-PT2PPP	$ 24,621.00	$ 21,420.27
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-1Y-PT2P	$ 30,049.00	$ 26,142.63
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-1Y-PT2PPP	$ 35,214.00	$ 30,636.18
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-1Y-PT2PP	$ 56,270.00	$ 48,954.90
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-1Y-PT2PP	$ 84,405.00	$ 73,432.35
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-1Y-PT2PP	$ 112,541.00	$ 97,910.67
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-1Y-PT2PP	$ 140,676.00	$ 122,388.12
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-1Y-PT2PP	$ 168,811.00	$ 146,865.57
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-1Y-PT2PP	$ 196,946.00	$ 171,343.02
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-1Y-PT2PP	$ 225,081.00	$ 195,820.47
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-2Y-PT2PPP	$ 49,242.00	$ 42,840.54
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-2Y-PT2P	$ 60,098.00	$ 52,285.26
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-2Y-PT2PPP	$ 70,428.00	$ 61,272.36
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-2Y-PT2PP	$ 112,540.00	$ 97,909.80
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-2Y-PT2PP	$ 168,810.00	$ 146,864.70
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-2Y-PT2PP	$ 225,082.00	$ 195,821.34
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-2Y-PT2PP	$ 281,352.00	$ 244,776.24
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-2Y-PT2PP	$ 337,622.00	$ 293,731.14
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-2Y-PT2PP	$ 393,892.00	$ 342,686.04
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-2Y-PT2PP	$ 450,162.00	$ 391,640.94
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-3Y-PT2PPP	$ 73,863.00	$ 64,260.81
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-3Y-PT2P	$ 90,147.00	$ 78,427.89
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-3Y-PT2PPP	$ 105,642.00	$ 91,908.54
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-3Y-PT2PP	$ 168,810.00	$ 146,864.70
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-3Y-PT2PP	$ 253,215.00	$ 220,297.05
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-3Y-PT2PP	$ 337,623.00	$ 293,732.01
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-3Y-PT2PP	$ 422,028.00	$ 367,164.36
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-3Y-PT2PP	$ 506,433.00	$ 440,596.71
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-3Y-PT2PP	$ 590,838.00	$ 514,029.06
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-3Y-PT2PP	$ 675,243.00	$ 587,461.41
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-4Y-PT2PPP	$ 98,484.00	$ 85,681.08
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-4Y-PT2P	$ 120,196.00	$ 104,570.52
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-4Y-PT2PPP	$ 140,856.00	$ 122,544.72
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-4Y-PT2PP	$ 225,080.00	$ 195,819.60
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-4Y-PT2PP	$ 337,620.00	$ 293,729.40
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-4Y-PT2PP	$ 450,164.00	$ 391,642.68
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-4Y-PT2PP	$ 562,704.00	$ 489,552.48
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-4Y-PT2PP	$ 675,244.00	$ 587,462.28
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-4Y-PT2PP	$ 787,784.00	$ 685,372.08
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-4Y-PT2PP	$ 900,324.00	$ 783,281.88
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-5Y-PT2PPP	$ 123,105.00	$ 107,101.35

FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-5Y-PT2P	$ 150,245.00	$ 130,713.15
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-5Y-PT2PPP	$ 176,070.00	$ 153,180.90
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-5Y-PT2PP	$ 281,350.00	$ 244,774.50
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-5Y-PT2PP	$ 422,025.00	$ 367,161.75
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-5Y-PT2PP	$ 562,705.00	$ 489,553.35
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-5Y-PT2PP	$ 703,380.00	$ 611,940.60
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-5Y-PT2PP	$ 844,055.00	$ 734,327.85
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-5Y-PT2PP	$ 984,730.00	$ 856,715.10
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-5Y-PT2PP	$ 1,125,405.00	$ 979,102.35
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-1Y-USG2U	$ 5,523.00	$ 4,805.01
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-1Y-USG2	$ 5,949.00	$ 5,175.63
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-1Y-USG2U	$ 6,060.00	$ 5,272.20
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-1Y-USG2	$ 7,407.00	$ 6,444.09
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-1Y-USG2	$ 11,110.00	$ 9,665.70
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-1Y-USG2	$ 13,254.00	$ 11,530.98
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-1Y-USG2	$ 15,739.00	$ 13,692.93
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-1Y-USG2	$ 18,887.00	$ 16,431.69
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-1Y-USG2	$ 22,035.00	$ 19,170.45
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-1Y-USG2	$ 25,182.00	$ 21,908.34
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-1Y-USG2	$ 28,330.00	$ 24,647.10
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-1Y-USG2	$ 31,478.00	$ 27,385.86
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-1Y-USG2	$ 34,626.00	$ 30,124.62
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-1Y-USG2	$ 37,774.00	$ 32,863.38
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-1Y-USG2	$ 40,921.00	$ 35,601.27
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-1Y-USG2	$ 44,069.00	$ 38,340.03
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-1Y-USG2	$ 47,217.00	$ 41,078.79
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-1Y-USG2	$ 50,365.00	$ 43,817.55
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-2Y-USG2U	$ 11,046.00	$ 9,610.02
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-2Y-USG2	$ 11,898.00	$ 10,351.26
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-2Y-USG2U	$ 12,120.00	$ 10,544.40
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-2Y-USG2	$ 14,814.00	$ 12,888.18
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-2Y-USG2	$ 22,220.00	$ 19,331.40
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-2Y-USG2	$ 26,508.00	$ 23,061.96
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-2Y-USG2	$ 31,478.00	$ 27,385.86
FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-2Y-USG2	$ 37,774.00	$ 32,863.38
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-2Y-USG2	$ 44,070.00	$ 38,340.90
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-2Y-USG2	$ 50,364.00	$ 43,816.68
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-2Y-USG2	$ 56,660.00	$ 49,294.20
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-2Y-USG2	$ 62,956.00	$ 54,771.72
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-2Y-USG2	$ 69,252.00	$ 60,249.24
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-2Y-USG2	$ 75,548.00	$ 65,726.76
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-2Y-USG2	$ 81,842.00	$ 71,202.54
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-2Y-USG2	$ 88,138.00	$ 76,680.06
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-2Y-USG2	$ 94,434.00	$ 82,157.58
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-2Y-USG2	$ 100,730.00	$ 87,635.10
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-3Y-USG2U	$ 16,569.00	$ 14,415.03
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-3Y-USG2	$ 17,847.00	$ 15,526.89
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-3Y-USG2U	$ 18,180.00	$ 15,816.60
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-3Y-USG2	$ 22,221.00	$ 19,332.27

FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-3Y-USG2	$ 33,330.00	$ 28,997.10
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-3Y-USG2	$ 39,762.00	$ 34,592.94
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-3Y-USG2	$ 47,217.00	$ 41,078.79
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-3Y-USG2	$ 56,661.00	$ 49,295.07
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-3Y-USG2	$ 66,105.00	$ 57,511.35
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-3Y-USG2	$ 75,546.00	$ 65,725.02
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-3Y-USG2	$ 84,990.00	$ 73,941.30
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-3Y-USG2	$ 94,434.00	$ 82,157.58
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-3Y-USG2	$ 103,878.00	$ 90,373.86
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-3Y-USG2	$ 113,322.00	$ 98,590.14
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-3Y-USG2	$ 122,763.00	$ 106,803.81
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-3Y-USG2	$ 132,207.00	$ 115,020.09
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-3Y-USG2	$ 141,651.00	$ 123,236.37
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-3Y-USG2	$ 151,095.00	$ 131,452.65
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-4Y-USG2U	$ 22,092.00	$ 19,220.04
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-4Y-USG2	$ 23,796.00	$ 20,702.52
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-4Y-USG2U	$ 24,240.00	$ 21,088.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-4Y-USG2	$ 29,628.00	$ 25,776.36
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-4Y-USG2	$ 44,440.00	$ 38,662.80
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-4Y-USG2	$ 53,016.00	$ 46,123.92
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-4Y-USG2	$ 62,956.00	$ 54,771.72
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-4Y-USG2	$ 75,548.00	$ 65,726.76
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-4Y-USG2	$ 88,140.00	$ 76,681.80
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-4Y-USG2	$ 100,728.00	$ 87,633.36
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-4Y-USG2	$ 113,320.00	$ 98,588.40
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-4Y-USG2	$ 125,912.00	$ 109,543.44
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-4Y-USG2	$ 138,504.00	$ 120,498.48
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-4Y-USG2	$ 151,096.00	$ 131,453.52
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-4Y-USG2	$ 163,684.00	$ 142,405.08
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-4Y-USG2	$ 176,276.00	$ 153,360.12
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-4Y-USG2	$ 188,868.00	$ 164,315.16
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-4Y-USG2	$ 201,460.00	$ 175,270.20
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-5Y-USG2U	$ 27,615.00	$ 24,025.05
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-5Y-USG2	$ 29,745.00	$ 25,878.15
FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-5Y-USG2U	$ 30,300.00	$ 26,361.00
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-5Y-USG2	$ 37,035.00	$ 32,220.45
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-5Y-USG2	$ 55,550.00	$ 48,328.50
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-5Y-USG2	$ 66,270.00	$ 57,654.90
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-5Y-USG2	$ 78,695.00	$ 68,464.65
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-5Y-USG2	$ 94,435.00	$ 82,158.45
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-5Y-USG2	$ 110,175.00	$ 95,852.25
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-5Y-USG2	$ 125,910.00	$ 109,541.70
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-5Y-USG2	$ 141,650.00	$ 123,235.50
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-5Y-USG2	$ 157,390.00	$ 136,929.30
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-5Y-USG2	$ 173,130.00	$ 150,623.10
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-5Y-USG2	$ 188,870.00	$ 164,316.90
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-5Y-USG2	$ 204,605.00	$ 178,006.35
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-5Y-USG2	$ 220,345.00	$ 191,700.15
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-5Y-USG2	$ 236,085.00	$ 205,393.95

FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-5Y-USG2	$ 251,825.00	$ 219,087.75
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-1Y-USG2U	$ 11,632.00	$ 10,119.84
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-1Y-USG2	$ 13,813.00	$ 12,017.31
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-1Y-USG2U	$ 15,731.00	$ 13,685.97
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-1Y-USG2	$ 23,798.00	$ 20,704.26
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-1Y-USG2	$ 35,697.00	$ 31,056.39
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-1Y-USG2	$ 47,597.00	$ 41,409.39
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-1Y-USG2	$ 59,496.00	$ 51,761.52
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-1Y-USG2	$ 71,395.00	$ 62,113.65
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-1Y-USG2	$ 83,294.00	$ 72,465.78
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-1Y-USG2	$ 95,193.00	$ 82,817.91
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-1Y-USG2	$ 107,092.00	$ 93,170.04
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-1Y-USG2	$ 118,992.00	$ 103,523.04
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-1Y-USG2	$ 130,891.00	$ 113,875.17
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-1Y-USG2	$ 142,790.00	$ 124,227.30
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-1Y-USG2	$ 154,689.00	$ 134,579.43
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-1Y-USG2	$ 166,588.00	$ 144,931.56
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-1Y-USG2	$ 178,487.00	$ 155,283.69
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-1Y-USG2	$ 190,386.00	$ 165,635.82
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-2Y-USG2U	$ 23,264.00	$ 20,239.68
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-2Y-USG2	$ 27,626.00	$ 24,034.62
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-2Y-USG2U	$ 31,462.00	$ 27,371.94
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-2Y-USG2	$ 47,596.00	$ 41,408.52
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-2Y-USG2	$ 71,394.00	$ 62,112.78
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-2Y-USG2	$ 95,194.00	$ 82,818.78
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-2Y-USG2	$ 118,992.00	$ 103,523.04
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-2Y-USG2	$ 142,790.00	$ 124,227.30
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-2Y-USG2	$ 166,588.00	$ 144,931.56
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-2Y-USG2	$ 190,386.00	$ 165,635.82
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-2Y-USG2	$ 214,184.00	$ 186,340.08
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-2Y-USG2	$ 237,984.00	$ 207,046.08
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-2Y-USG2	$ 261,782.00	$ 227,750.34
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-2Y-USG2	$ 285,580.00	$ 248,454.60
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-2Y-USG2	$ 309,378.00	$ 269,158.86
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-2Y-USG2	$ 333,176.00	$ 289,863.12
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-2Y-USG2	$ 356,974.00	$ 310,567.38
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-2Y-USG2	$ 380,772.00	$ 331,271.64
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-3Y-USG2U	$ 34,896.00	$ 30,359.52
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-3Y-USG2	$ 41,439.00	$ 36,051.93
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-3Y-USG2U	$ 47,193.00	$ 41,057.91
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-3Y-USG2	$ 71,394.00	$ 62,112.78
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-3Y-USG2	$ 107,091.00	$ 93,169.17
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-3Y-USG2	$ 142,791.00	$ 124,228.17
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-3Y-USG2	$ 178,488.00	$ 155,284.56
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-3Y-USG2	$ 214,185.00	$ 186,340.95
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-3Y-USG2	$ 249,882.00	$ 217,397.34
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-3Y-USG2	$ 285,579.00	$ 248,453.73
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-3Y-USG2	$ 321,276.00	$ 279,510.12
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-3Y-USG2	$ 356,976.00	$ 310,569.12

FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-3Y-USG2	$ 392,673.00	$ 341,625.51
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-3Y-USG2	$ 428,370.00	$ 372,681.90
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-3Y-USG2	$ 464,067.00	$ 403,738.29
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-3Y-USG2	$ 499,764.00	$ 434,794.68
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-3Y-USG2	$ 535,461.00	$ 465,851.07
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-3Y-USG2	$ 571,158.00	$ 496,907.46
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-4Y-USG2U	$ 46,528.00	$ 40,479.36
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-4Y-USG2	$ 55,252.00	$ 48,069.24
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-4Y-USG2U	$ 62,924.00	$ 54,743.88
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-4Y-USG2	$ 95,192.00	$ 82,817.04
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-4Y-USG2	$ 142,788.00	$ 124,225.56
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-4Y-USG2	$ 190,388.00	$ 165,637.56
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-4Y-USG2	$ 237,984.00	$ 207,046.08
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-4Y-USG2	$ 285,580.00	$ 248,454.60
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-4Y-USG2	$ 333,176.00	$ 289,863.12
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-4Y-USG2	$ 380,772.00	$ 331,271.64
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-4Y-USG2	$ 428,368.00	$ 372,680.16
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-4Y-USG2	$ 475,968.00	$ 414,092.16
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-4Y-USG2	$ 523,564.00	$ 455,500.68
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-4Y-USG2	$ 571,160.00	$ 496,909.20
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-4Y-USG2	$ 618,756.00	$ 538,317.72
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-4Y-USG2	$ 666,352.00	$ 579,726.24
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-4Y-USG2	$ 713,948.00	$ 621,134.76
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-4Y-USG2	$ 761,544.00	$ 662,543.28
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-5Y-USG2U	$ 58,160.00	$ 50,599.20
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-5Y-USG2	$ 69,065.00	$ 60,086.55
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-5Y-USG2U	$ 78,655.00	$ 68,429.85
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-5Y-USG2	$ 118,990.00	$ 103,521.30
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-5Y-USG2	$ 178,485.00	$ 155,281.95
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-5Y-USG2	$ 237,985.00	$ 207,046.95
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-5Y-USG2	$ 297,480.00	$ 258,807.60
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-5Y-USG2	$ 356,975.00	$ 310,568.25
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-5Y-USG2	$ 416,470.00	$ 362,328.90
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-5Y-USG2	$ 475,965.00	$ 414,089.55
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-5Y-USG2	$ 535,460.00	$ 465,850.20
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-5Y-USG2	$ 594,960.00	$ 517,615.20
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-5Y-USG2	$ 654,455.00	$ 569,375.85
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-5Y-USG2	$ 713,950.00	$ 621,136.50
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-5Y-USG2	$ 773,445.00	$ 672,897.15
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-5Y-USG2	$ 832,940.00	$ 724,657.80
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-5Y-USG2	$ 892,435.00	$ 776,418.45
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-5Y-USG2	$ 951,930.00	$ 828,179.10
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-1Y-USG2U	$ 24,621.00	$ 21,420.27
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-1Y-USG2	$ 30,049.00	$ 26,142.63
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-1Y-USG2U	$ 35,214.00	$ 30,636.18
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-1Y-USG2U	$ 56,270.00	$ 48,954.90
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-1Y-USG2U	$ 84,405.00	$ 73,432.35
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-1Y-USG2U	$ 112,541.00	$ 97,910.67
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-1Y-USG2U	$ 140,676.00	$ 122,388.12

FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-1Y-USG2U	$ 168,811.00	$ 146,865.57
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-1Y-USG2U	$ 196,946.00	$ 171,343.02
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-1Y-USG2U	$ 225,081.00	$ 195,820.47
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-2Y-USG2US	$ 49,242.00	$ 42,840.54
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-2Y-USG2	$ 60,098.00	$ 52,285.26
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-2Y-USG2US	$ 70,428.00	$ 61,272.36
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-2Y-USG2U	$ 112,540.00	$ 97,909.80
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-2Y-USG2U	$ 168,810.00	$ 146,864.70
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-2Y-USG2U	$ 225,082.00	$ 195,821.34
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-2Y-USG2U	$ 281,352.00	$ 244,776.24
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-2Y-USG2U	$ 337,622.00	$ 293,731.14
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-2Y-USG2U	$ 393,892.00	$ 342,686.04
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-2Y-USG2U	$ 450,162.00	$ 391,640.94
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-3Y-USG2US	$ 73,863.00	$ 64,260.81
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-3Y-USG2	$ 90,147.00	$ 78,427.89
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-3Y-USG2US	$ 105,642.00	$ 91,908.54
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-3Y-USG2U	$ 168,810.00	$ 146,864.70
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-3Y-USG2U	$ 253,215.00	$ 220,297.05
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-3Y-USG2U	$ 337,623.00	$ 293,732.01
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-3Y-USG2U	$ 422,028.00	$ 367,164.36
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-3Y-USG2U	$ 506,433.00	$ 440,596.71
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-3Y-USG2U	$ 590,838.00	$ 514,029.06
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-3Y-USG2U	$ 675,243.00	$ 587,461.41
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-4Y-USG2US	$ 98,484.00	$ 85,681.08
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-4Y-USG2	$ 120,196.00	$ 104,570.52
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-4Y-USG2US	$ 140,856.00	$ 122,544.72
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-4Y-USG2U	$ 225,080.00	$ 195,819.60
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-4Y-USG2U	$ 337,620.00	$ 293,729.40
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-4Y-USG2U	$ 450,164.00	$ 391,642.68
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-4Y-USG2U	$ 562,704.00	$ 489,552.48
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-4Y-USG2U	$ 675,244.00	$ 587,462.28
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-4Y-USG2U	$ 787,784.00	$ 685,372.08
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-4Y-USG2U	$ 900,324.00	$ 783,281.88
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-5Y-USG2US	$ 123,105.00	$ 107,101.35
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-5Y-USG2	$ 150,245.00	$ 130,713.15
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-5Y-USG2US	$ 176,070.00	$ 153,180.90
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-5Y-USG2U	$ 281,350.00	$ 244,774.50
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-5Y-USG2U	$ 422,025.00	$ 367,161.75
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-5Y-USG2U	$ 562,705.00	$ 489,553.35
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-5Y-USG2U	$ 703,380.00	$ 611,940.60
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-5Y-USG2U	$ 844,055.00	$ 734,327.85
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-5Y-USG2U	$ 984,730.00	$ 856,715.10
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-5Y-USG2U	$ 1,125,405.00	$ 979,102.35
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 500-999	RN-MC-MSMC-000999-1Y	$ 52.00	$ 45.24
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 500-999	RN-MC-MSMC-000999-2Y	$ 104.00	$ 90.48
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 500-999	RN-MC-MSMC-000999-3Y	$ 140.40	$ 122.15
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 500-999	RN-MC-MSMC-000999-4Y	$ 187.20	$ 162.86
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 1000-1999	RN-MC-MSMC-001999-1Y	$ 43.00	$ 37.41
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 1000-1999	RN-MC-MSMC-001999-2Y	$ 86.00	$ 74.82

FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 1000-1999	RN-MC-MSMC-001999-3Y	$ 116.10	$ 101.01
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 1000-1999	RN-MC-MSMC-001999-4Y	$ 154.80	$ 134.68
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 2000-4999	RN-MC-MSMC-004999-1Y	$ 36.00	$ 31.32
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 2000-4999	RN-MC-MSMC-004999-2Y	$ 72.00	$ 62.64
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 2000-4999	RN-MC-MSMC-004999-3Y	$ 97.20	$ 84.56
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 2000-4999	RN-MC-MSMC-004999-4Y	$ 129.60	$ 112.75
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 5000-9999	RN-MC-MSMC-009999-1Y	$ 30.00	$ 26.10
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 5000-9999	RN-MC-MSMC-009999-2Y	$ 60.00	$ 52.20
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 5000-9999	RN-MC-MSMC-009999-3Y	$ 81.00	$ 70.47
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 5000-9999	RN-MC-MSMC-009999-4Y	$ 108.00	$ 93.96
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 10000-19999	RN-MC-MSMC-019999-1Y	$ 25.00	$ 21.75
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 10000-19999	RN-MC-MSMC-019999-2Y	$ 50.00	$ 43.50
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 10000-19999	RN-MC-MSMC-019999-3Y	$ 67.50	$ 58.73
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 10000-19999	RN-MC-MSMC-019999-4Y	$ 90.00	$ 78.30
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 20000-49999	RN-MC-MSMC-049999-1Y	$ 21.00	$ 18.27
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 20000-49999	RN-MC-MSMC-049999-2Y	$ 42.00	$ 36.54
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 20000-49999	RN-MC-MSMC-049999-3Y	$ 56.70	$ 49.33
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 20000-49999	RN-MC-MSMC-049999-4Y	$ 75.60	$ 65.77
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 50000-74999	RN-MC-MSMC-074999-1Y	$ 17.00	$ 14.79
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 50000-74999	RN-MC-MSMC-074999-2Y	$ 34.00	$ 29.58
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 50000-74999	RN-MC-MSMC-074999-3Y	$ 45.90	$ 39.93
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 50000-74999	RN-MC-MSMC-074999-4Y	$ 61.20	$ 53.24
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 75000-99999	RN-MC-MSMC-099999-1Y	$ 14.00	$ 12.18
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 75000-99999	RN-MC-MSMC-099999-2Y	$ 28.00	$ 24.36
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 75000-99999	RN-MC-MSMC-099999-3Y	$ 37.80	$ 32.89
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 75000-99999	RN-MC-MSMC-099999-4Y	$ 50.40	$ 43.85
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 100000+	RN-MC-MSMC-100000+1Y	$ 12.00	$ 10.44
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 100000+	RN-MC-MSMC-100000+2Y	$ 24.00	$ 20.88
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 100000+	RN-MC-MSMC-100000+3Y	$ 32.40	$ 28.19
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 100000+	RN-MC-MSMC-100000+4Y	$ 43.20	$ 37.58
FireEye	MX 900 Appliance Cold Standby- Mobile Threat Prevention - Mobile Security Management	900MX-HWCOLDSB	$ 7,995.00	$ 6,955.65
FireEye	MX 8400 Appliance/Server Cold Standby- Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	8400MX-HWCOLDSB	$ 64,995.00	$ 56,545.65
FireEye	Threat Analytics Platform Short Search 1K events/sec 3M - Platinum-PROMOTION	TAP-1KEPS-SS-3M-P	$ -	$ -
FireEye	Threat Analytics Platform Short Search 1K events/sec 3M - Plat Prio Plus-PROMOTION	TAP-1KEPS-SS-3M-PPP	$ -	$ -
FireEye	Threat Analytics Platform Short Search 1K events/sec 3M - GovUS-PROMOTION	TAP-1KEPS-SS-3M-US	$ -	$ -
FireEye	Threat Analytics Platform Short Search 1K events/sec 3M - GovUS Prio Plus-PROMOTION	TAP-1KEPS-SS-3M-USPP	$ -	$ -
Google	Google Apps for Business: 12 month license/support term; 1 seat;	GAPPS-PREM-1USER-12MO	$ 50.00	$ 48.87
Google	Google Apps for Business Upgrade: 1 month license/support term; 1 seat;	GAPPS-PREM-UPG-1USER-1M	$ 4.17	$ 4.08
Google	Google Apps Vault: 12 month license/support term; 1 seat;	GAPPS-VAULT-1USER-12MO	$ 50.00	$ 48.87
Google	Google Apps Vault Upgrade: 1 month license/support term; 1 seat;	GAPPS-VAULT-UPG-1USER-1	$ 4.17	$ 4.08
Google	Google Apps Unlimited: 12 month license/support term; 1 seat;	GAPPS-UNLIM-1-USER-12-M	$ 120.00	$ 117.28
Google	Google Apps Unlimited Upgrade: 1 month license/support term; 1 seat;	GAPPS-UNLIM-1-USER-1-MO	$ 10.00	$ 9.77
Google	Google Apps Message Encryption: 12 month license/support term; 1 seat;	GAPPS-ME-WITHCOMPOSE-1	$ 35.00	$ 34.21
Google	Google Apps Message Encryption Upgrade: 1 month license/support term; 1 seat;	GAPPS-ME-CUSTPRTL-1USER	$ 2.92	$ 2.85
QTS	SOC Reports type II Bundle - Gold NRR	10800100011-000	$ 500.00	$ 488.66
QTS	SOC Reports type II Bundle - Gold MRR	10811100011-000	$ 340.00	$ 332.29
QTS	Security Engineer T&M MRC MRR	10811100016-000	$ 170.00	$ 166.15
QTS	Licensing Services Early Term Fee NRR	11200100003-000	$ 1,010.00	$ 987.10
QTS	Licensing Service Cancellation Fee NRR	11200100004-000	$ 10,100.00	$ 9,871.03

QTS	NetBackup for SQL Server - Tier 1: Single Processor One Time Charge NRR	11200NET00013-000	$ 1,618.75	$ 1,582.05
QTS	Connectivity: MetroConnect Protected 10 Gbps NRR	11400000041-RIC	$ 10,000.00	$ 9,773.30
QTS	Connectivity: IP Bandwith Copper - Setup Fee NRR	11400100001-000	$ 500.00	$ 488.66
QTS	Connectivity: IP Bandwith Fiber - Setup Fee NRR	11400100002-000	$ 1,000.00	$ 977.33
QTS	Connectivity: Copper Cross Connect NRR	11400100003-000	$ 500.00	$ 488.66
QTS	Connectivity: T1 NRR	11400100003-0T1	$ 100.00	$ 97.73
QTS	Connectivity: AT&T Copper Cross Connect NRR	11400100003-ATT	$ 500.00	$ 488.66
QTS	Connectivity: Verizon Business Copper Cross Connect NRR	11400100003-VZB	$ 500.00	$ 488.66
QTS	Connectivity: Verizon Copper Cross Connect NRR	11400100003-VZN	$ 500.00	$ 488.66
QTS	Connectivity: Copper Cross Connect (Home Run) NRR	11400100004-000	$ 2,000.00	$ 1,954.66
QTS	Connectivity: Fiber Cross Connect NRR	11400100005-000	$ 1,000.00	$ 977.33
QTS	Connectivity: AT&T Fiber Cross Connect NRR	11400100005-ATT	$ 1,000.00	$ 977.33
QTS	Connectivity: Verizon Business Fiber Cross Connect NRR	11400100005-VZB	$ 1,000.00	$ 977.33
QTS	Connectivity: Verizon Fiber Cross Connect NRR	11400100005-VZN	$ 1,000.00	$ 977.33
QTS	Connectivity: Fiber Cross Connect (Home Run) NRR	11400100006-000	$ 2,000.00	$ 1,954.66
QTS	Connectivity: MetroConnect Standard 1 Gbps NRR	11400100027-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: MetroConnect Standard 1 Gbps NRR	11400100027-RIC	$ 2,000.00	$ 1,954.66
QTS	Connectivity: MetroConnect Standard 10 Gbps NRR	11400100028-ATL	$ 5,000.00	$ 4,886.65
QTS	Connectivity: MetroConnect Standard 10 Gbps NRR	11400100028-RIC	$ 10,000.00	$ 9,773.30
QTS	Connectivity: MetroConnect Standard 100 Mbps NRR	11400100034-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: POTS NRR	11400100035-000	$ 100.00	$ 97.73
QTS	Connectivity: MetroConnect Protected 100 Mbps NRR	11400100039-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: MetroConnect Protected 1 Gbps NRR	11400100040-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: MetroConnect Protected 1 Gbps NRR	11400100040-RIC	$ 2,000.00	$ 1,954.66
QTS	Connectivity: MetroConnect Protected 10 Gbps NRR	11400100041-ATL	$ 5,000.00	$ 4,886.65
QTS	Connectivity: Data Center Connect 10MB - Atlanta NRR	11400100045-ATL	$ 300.00	$ 293.20
QTS	Connectivity: Data Center Connect 10MB - Richmond NRR	11400100053-RIC	$ 300.00	$ 293.20
QTS	Connectivity: DC Connect Additional 10Mbps increments (10Mbps-100Mbps) - Atlanta NRR	11400100058-ATL	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (10Mbps-100Mbps) - Richmond NRR	11400100060-RIC	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (110Mbps-500Mbps) - Atlanta NRR	11400100064-ATL	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (110Mbps-500Mbps) - Richmond NRR	11400100066-RIC	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (510Mbps-1Gbps) - Atlanta NRR	11400100070-ATL	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (510Mbps-1Gbps) - Richmond NRR	11400100072-RIC	$ 100.00	$ 97.73
QTS	Connectivity: AT&T Coax Cross Connect NRR	11400100073-ATT	$ 1,000.00	$ 977.33
QTS	Connectivity: Verizon Coax Cross Connect NRR	11400100074-VZN	$ 1,000.00	$ 977.33
QTS	Connectivity: Coax Cross Connect NRR	11400100075-000	$ 1,000.00	$ 977.33
QTS	Connectivity: Copper Cross Connect MRR	11411100021-000	$ 150.00	$ 146.60
QTS	Connectivity: T1 MRR	11411100021-0T1	$ 25.00	$ 24.43
QTS	Connectivity: AT&T Copper Cross Connect MRR	11411100021-ATT	$ 200.00	$ 195.47
QTS	Connectivity: Verizon Business Copper Cross Connect MRR	11411100021-VZB	$ 200.00	$ 195.47
QTS	Connectivity: Verizon Copper Cross Connect MRR	11411100021-VZN	$ 200.00	$ 195.47
QTS	Connectivity: Copper Cross Connect (Home Run) MRR	11411100022-000	$ 5,800.00	$ 5,668.51
QTS	Connectivity: Fiber Cross Connect MRR	11411100023-000	$ 300.00	$ 293.20
QTS	Connectivity: AT&T Fiber Cross Connect MRR	11411100023-ATT	$ 350.00	$ 342.07
QTS	Connectivity: Verizon Business Fiber Cross Connect MRR	11411100023-VNB	$ 350.00	$ 342.07
QTS	Connectivity: Verizon Fiber Cross Connect MRR	11411100023-VZN	$ 350.00	$ 342.07
QTS	Connectivity: Fiber Cross Connect (Home Run) MRR	11411100024-000	$ 2,000.00	$ 1,954.66
QTS	Connectivity: MetroConnect Standard 1 Gbps MRR	11411100027-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: MetroConnect Standard 1 Gbps MRR	11411100027-RIC	$ 4,500.00	$ 4,397.98

QTS	Connectivity: MetroConnect Standard 10 Gbps MRR	11411100028-ATL	$ 5,000.00	$ 4,886.65
QTS	Connectivity: MetroConnect Standard 10 Gbps MRR	11411100028-RIC	$ 8,500.00	$ 8,307.30
QTS	IP Bandwidth - 1 Gbps port - (1-4 Mbps Commit) MRR	11411100032-G04	$ 100.00	$ 97.73
QTS	IP Bandwidth - 1 Gbps port - (5-9 Mbps Commit) MRR	11411100032-G09	$ 75.00	$ 73.30
QTS	IP Bandwidth - 1 Gbps port - (10-19 Mbps Commit) MRR	11411100032-G19	$ 60.00	$ 58.64
QTS	IP Bandwidth - 1 Gbps port - (500-1000 Mbps Commit) MRR	11411100032-G1G	$ 8.00	$ 7.82
QTS	IP Bandwidth - 1 Gbps port - (100-199 Mbps Commit) MRR	11411100032-G1H	$ 30.00	$ 29.32
QTS	IP Bandwidth - 1 Gbps port - (200-299 Mbps Commit) MRR	11411100032-G2H	$ 25.00	$ 24.43
QTS	IP Bandwidth - 1 Gbps port - (300-399 Mbps Commit) MRR	11411100032-G3H	$ 20.00	$ 19.55
QTS	Space Services - Cage NRR	10000100001-000	$ 48.00	$ 46.91
QTS	Space Services - Cabinet NRR	10000100004-000	$ 975.00	$ 952.90
QTS	Space: Cubicle Space NRR	10000100006-000	$ 100.00	$ 97.73
QTS	Space: Customer Provided Rack Install - One Time Fee NRR	10000100027-000	$ 250.00	$ 244.33
QTS	Space: Rack - (4 Post) NRR	10000100030-000	$ 80.00	$ 78.19
QTS	Space: Rack - (2 Post) NRR	10000100033-000	$ 80.00	$ 78.19
QTS	Space Services: High Density Cabinet 8 kW NRR	10000100056-000	$ 1,500.00	$ 1,465.99
QTS	Space Services: High Density Cabinet 16 kW NRR	10000100057-000	$ 3,600.00	$ 3,518.39
QTS	Space Services: High Density Cage 24 kW NRR	10000100058-000	$ 160.00	$ 156.37
QTS	Space Services: High Density Cage 36 kW + NRR	10000100059-000	$ 160.00	$ 156.37
QTS	Space Services: 3300 sq. ft. Suite - Richmond NRR	10000100066-RIC	$ 80,000.00	$ 78,186.40
QTS	Space Services: 3300 sq. ft. Suite - Metro NRR	10000100067-ATL	$ 80,000.00	$ 78,186.40
QTS	Space Services: 3300 sq. ft. Suite - Suwanee NRR	10000100068-SUW	$ 80,000.00	$ 78,186.40
QTS	Space Services: 3300 sq. ft. Suite - Dallas NRR	10000100069-DFW	$ 80,000.00	$ 78,186.40
QTS	Space Services - Cage MRR	10011100001-000	$ 22.00	$ 21.50
QTS	Space Services - Cabinet MRR	10011100004-000	$ 635.00	$ 620.60
QTS	Space Services - Suite MRR	10011100008-000	$ 30.00	$ 29.32
QTS	Space: Rack - (4 Post) MRR	10011100030-000	$ 40.00	$ 39.09
QTS	Space: Rack - (2 Post) MRR	10011100033-000	$ 40.00	$ 39.09
QTS	Space Services: High Density Cabinet 8 kW MRR	10011100056-000	$ 1,150.00	$ 1,123.93
QTS	Space Services: High Density Cabinet 16 kW MRR	10011100057-000	$ 2,150.00	$ 2,101.26
QTS	Space Services: High Density Cage 24 kW MRR	10011100058-000	$ 40.00	$ 39.09
QTS	Space Services: High Density Cage 36 kW + MRR	10011100059-000	$ 70.00	$ 68.41
QTS	Power 120V 20Amp Primary NRR	10200100001-000	$ 600.00	$ 586.40
QTS	Power 120V 20Amp Primary NRR	10200100001-NYC	$ 1,560.00	$ 1,524.63
QTS	Power 120V 20Amp Redundant NRR	10200100002-000	$ 600.00	$ 586.40
QTS	IP Bandwidth - 1 Gbps port - (20-49 Mbps Commit) MRR	11411100032-G49	$ 50.00	$ 48.87
QTS	IP Bandwidth - 1 Gbps port - (400-499 Mbps Commit) MRR	11411100032-G4H	$ 12.00	$ 11.73
QTS	IP Bandwidth - 1 Gbps port - (50-99 Mbps Commit) MRR	11411100032-G99	$ 40.00	$ 39.09
QTS	IP Bandwidth - 100 Mbps port - (1-4 Mbps Commit) MRR	11411100032-H04	$ 100.00	$ 97.73
QTS	IP Bandwidth - 100 Mbps port - (5-9 Mbps Commit) MRR	11411100032-H09	$ 75.00	$ 73.30
QTS	IP Bandwidth - 100 Mbps port - (10-19 Mbps Commit) MRR	11411100032-H19	$ 60.00	$ 58.64
QTS	IP Bandwidth - 100 Mbps port - (50-100 Mbps Commit) MRR	11411100032-H1H	$ 40.00	$ 39.09
QTS	IP Bandwidth - 100 Mbps port - (20-49 Mbps Commit) MRR	11411100032-H49	$ 50.00	$ 48.87
QTS	IP Bandwidth - 10 Mbps port - (1-4 Mbps Commit) MRR	11411100032-T04	$ 100.00	$ 97.73
QTS	IP Bandwidth - 10 Mbps port - (5-10 Mbps Commit) MRR	11411100032-T10	$ 75.00	$ 73.30
QTS	Connectivity: MetroConnect Standard 100 Mbps MRR	11411100034-ATL	$ 500.00	$ 488.66
QTS	Connectivity: POTS MRR	11411100035-000	$ 25.00	$ 24.43
QTS	Connectivity: MetroConnect Protected 100 Mbps MRR	11411100039-ATL	$ 750.00	$ 733.00
QTS	Connectivity: MetroConnect Protected 1 Gbps MRR	11411100040-ATL	$ 1,500.00	$ 1,465.99

QTS	Connectivity: MetroConnect Protected 1 Gbps MRR	11411100040-RIC	$ 10,000.00	$ 9,773.30
QTS	Connectivity: MetroConnect Protected 10 Gbps MRR	11411100041-ATL	$ 7,500.00	$ 7,329.97
QTS	Connectivity: MetroConnect Protected 10 Gbps MRR	11411100041-RIC	$ 18,000.00	$ 17,591.94
QTS	Connectivity: Data Center Connect 10MB - Atlanta MRR	11411100045-ATL	$ 280.00	$ 273.65
QTS	Connectivity: Data Center Connect 10MB - Richmond MRR	11411100053-RIC	$ 280.00	$ 273.65
QTS	Connectivity: DC Connect Additional 10Mbps increments (10Mbps-100Mbps) - Atlanta MRR	11411100058-ATL	$ 75.00	$ 73.30
QTS	Connectivity: DC Connect Additional 10Mbps increments (10Mbps-100Mbps) - Richmond MRR	11411100060-RIC	$ 75.00	$ 73.30
QTS	Connectivity: DC Connect Additional 10Mbps increments (110Mbps-500Mbps) - Atlanta MRR	11411100064-ATL	$ 60.00	$ 58.64
QTS	Connectivity: DC Connect Additional 10Mbps increments (110Mbps-500Mbps) - Richmond MRR	11411100066-RIC	$ 60.00	$ 58.64
QTS	Connectivity: DC Connect Additional 10Mbps increments (510Mbps-1Gbps) - Atlanta MRR	11411100070-ATL	$ 50.00	$ 48.87
QTS	Power 120V 20Amp Redundant NRR	10200100002-NYC	$ 1,560.00	$ 1,524.63
QTS	Power 120V 30Amp Primary NRR	10200100003-000	$ 600.00	$ 586.40
QTS	Power 120V 30Amp Primary NRR	10200100003-NYC	$ 1,690.00	$ 1,651.69
QTS	Power 120V 30Amp Redundant NRR	10200100004-000	$ 600.00	$ 586.40
QTS	Power 120V 30Amp Redundant NRR	10200100004-NYC	$ 1,690.00	$ 1,651.69
QTS	Power 208v 20Amp Primary NRR	10200100006-000	$ 600.00	$ 586.40
QTS	Power 208v 20Amp Redundant NRR	10200100007-000	$ 600.00	$ 586.40
QTS	Power 208v 30Amp Primary NRR	10200100008-000	$ 600.00	$ 586.40
QTS	Power 208v 30Amp Redundant NRR	10200100009-000	$ 600.00	$ 586.40
QTS	Power 208v 50Amp Primary NRR	10200100010-000	$ 600.00	$ 586.40
QTS	Power 208v 50Amp Redundant NRR	10200100011-000	$ 600.00	$ 586.40
QTS	Power 208v 60Amp Primary NRR	10200100012-000	$ 600.00	$ 586.40
QTS	Power 208v 60Amp Redundant NRR	10200100013-000	$ 600.00	$ 586.40
QTS	Power 3 Phase 208v 20Amp Primary NRR	10200100014-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 20Amp Redundant NRR	10200100015-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 30Amp Primary NRR	10200100016-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 30Amp Primary NRR	10200100016-JCY	$ 1,200.00	$ 1,172.80
QTS	Power 3 Phase 208v 30Amp Redundant NRR	10200100017-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 30Amp Redundant NRR	10200100017-JCY	$ 1,200.00	$ 1,172.80
QTS	Power 3 Phase 208v 50Amp Primary NRR	10200100018-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 50Amp Primary NRR	10200100018-JCY	$ 1,200.00	$ 1,172.80
QTS	Power 3 Phase 208v 50Amp Redundant NRR	10200100019-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 50Amp Redundant NRR	10200100019-JCY	$ 1,200.00	$ 1,172.80
QTS	Power 3 Phase 208v 60Amp Primary NRR	10200100020-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 60Amp Primary NRR	10200100020-JCY	$ 2,000.00	$ 1,954.66
QTS	Power 3 Phase 208v 60Amp Redundant NRR	10200100021-000	$ 1,400.00	$ 1,368.26
QTS	Connectivity: DC Connect Additional 10Mbps increments (510Mbps-1Gbps) - Richmond MRR	11411100072-RIC	$ 50.00	$ 48.87
QTS	Connectivity: AT&T Coax Cross Connect MRR	11411100073-ATT	$ 250.00	$ 244.33
QTS	Connectivity: Verizon Coax Cross Connect MRR	11411100074-VZN	$ 300.00	$ 293.20
QTS	Connectivity: Coax Cross Connect MRR	11411100075-000	$ 300.00	$ 293.20
QTS	Federal Cloud - DR - Internet Overage MRR	11500000089-000	$ 30.00	$ 29.32
QTS	Federal Cloud - VPU 1 Ghz MRR	11500000097-000	$ 40.00	$ 39.09
QTS	Federal Cloud - RAM 1 GB MRR	11500000098-000	$ 32.00	$ 31.27
QTS	Federal Cloud - Bronze Storage 1GB MRR	11500000099-000	$ 0.41	$ 0.40
QTS	Federal Cloud - Silver Storage 1GB MRR	11500000100-000	$ 0.53	$ 0.52
QTS	Federal Cloud - Gold Storage 1GB MRR	11500000101-000	$ 1.65	$ 1.61
QTS	Federal Cloud - Large Firewall MRR	11500000102-000	$ 225.00	$ 219.90
QTS	Federal Cloud - Internet 1Mbps MRR	11500000103-000	$ 20.00	$ 19.55
QTS	Federal Cloud - Internet Overage MRR	11500000104-000	$ 30.00	$ 29.32

QTS	Federal Cloud - Additional Public IP MRR	11500000105-000	$ 15.00	$ 14.66
QTS	Federal Cloud - Additional Network Segments MRR	11500000106-000	$ 50.00	$ 48.87
QTS	Federal Cloud - Client to Site VPN (Qty 5) MRR	11500000107-000	$ 5.00	$ 4.89
QTS	Federal Cloud - DR - VPU 1Ghz MRR	11500000113-000	$ 23.00	$ 22.48
QTS	Federal Cloud - DR - RAM 1 GB MRR	11500000114-000	$ 19.00	$ 18.57
QTS	Federal Cloud - DR - Bronze Storage 1GB MRR	11500000115-000	$ 0.24	$ 0.23
QTS	Federal Cloud - DR - Silver Storage 1GB MRR	11500000116-000	$ 0.30	$ 0.29
QTS	Federal Cloud - DR -Gold Storage 1GB MRR	11500000117-000	$ 1.23	$ 1.20
QTS	Federal Cloud - DR - Large Firewall MRR	11500000118-000	$ 225.00	$ 219.90
QTS	Federal Cloud - DR - Internet 1Mbps MRR	11500000119-000	$ 20.00	$ 19.55
QTS	Federal Cloud - DR -Additional Public IP MRR	11500000121-000	$ 7.50	$ 7.33
QTS	Federal Cloud - DR - Additional Network Segments MRR	11500000122-000	$ 25.00	$ 24.43
QTS	Power 3 Phase 208v 60Amp Redundant NRR	10200100021-JCY	$ 2,000.00	$ 1,954.66
QTS	Power 120V 20Amp Primary MRR	10211100001-000	$ 360.00	$ 351.84
QTS	Power 120V 20Amp Primary MRR	10211100001-NYC	$ 450.00	$ 439.80
QTS	Power 120V 20Amp Redundant MRR	10211100002-000	$ 90.00	$ 87.96
QTS	Power 120V 20Amp Redundant MRR	10211100002-NYC	$ 225.00	$ 219.90
QTS	Power 120V 30Amp Primary MRR	10211100003-000	$ 520.00	$ 508.21
QTS	Power 120V 30Amp Primary MRR	10211100003-NYC	$ 680.00	$ 664.58
QTS	Power 120V 30Amp Redundant MRR	10211100004-000	$ 130.00	$ 127.05
QTS	Power 120V 30Amp Redundant MRR	10211100004-NYC	$ 340.00	$ 332.29
QTS	Power 208v 20Amp Primary MRR	10211100006-000	$ 600.00	$ 586.40
QTS	Power 208v 20Amp Redundant MRR	10211100007-000	$ 150.00	$ 146.60
QTS	Power 208v 30Amp Primary MRR	10211100008-000	$ 900.00	$ 879.60
QTS	Power 208v 30Amp Redundant MRR	10211100009-000	$ 225.00	$ 219.90
QTS	Power 208v 50Amp Primary MRR	10211100010-000	$ 1,540.00	$ 1,505.09
QTS	Power 208v 50Amp Redundant MRR	10211100011-000	$ 385.00	$ 376.27
QTS	Power 208v 60Amp Primary MRR	10211100012-000	$ 1,760.00	$ 1,720.10
QTS	Power 208v 60Amp Redundant MRR	10211100013-000	$ 440.00	$ 430.03
QTS	Power 3 Phase 208v 20Amp Primary MRR	10211100014-000	$ 1,000.00	$ 977.33
QTS	Power 3 Phase 208v 20Amp Redundant MRR	10211100015-000	$ 250.00	$ 244.33
QTS	Power 3 Phase 208v 30Amp Primary MRR	10211100016-000	$ 1,500.00	$ 1,465.99
QTS	Power 3 Phase 208v 30Amp Primary MRR	10211100016-JCY	$ 2,900.00	$ 2,834.26
QTS	Power 3 Phase 208v 30Amp Redundant MRR	10211100017-000	$ 375.00	$ 366.50
QTS	Power 3 Phase 208v 30Amp Redundant MRR	10211100017-JCY	$ 375.00	$ 366.50
QTS	Power 3 Phase 208v 50Amp Primary MRR	10211100018-000	$ 2,500.00	$ 2,443.32
QTS	Power 3 Phase 208v 50Amp Primary MRR	10211100018-JCY	$ 4,840.00	$ 4,730.28
QTS	Power 3 Phase 208v 50Amp Redundant MRR	10211100019-000	$ 625.00	$ 610.83
QTS	Power 3 Phase 208v 50Amp Redundant MRR	10211100019-JCY	$ 1,210.00	$ 1,182.57
QTS	Power 3 Phase 208v 60Amp Primary MRR	10211100020-000	$ 3,040.00	$ 2,971.08
QTS	Power 3 Phase 208v 60Amp Primary MRR	10211100020-JCY	$ 5,800.00	$ 5,668.51
QTS	Power 3 Phase 208v 60Amp Redundant MRR	10211100021-000	$ 760.00	$ 742.77
QTS	Power 3 Phase 208v 60Amp Redundant MRR	10211100021-JCY	$ 1,450.00	$ 1,417.13
QTS	Power: 500kW - N+1 Configuration - Richmond MRR	10211100102-RIC	$ 80,000.00	$ 78,186.40
QTS	Power: 500kW - N+1 Configuration - Metro MRR	10211100103-ATL	$ 80,000.00	$ 78,186.40
QTS	Power: 500kW - N+1 Configuration - Suwanee MRR	10211100104-SUW	$ 80,000.00	$ 78,186.40
QTS	Power: 500kW - N+1 Configuration - Dallas MRR	10211100105-DFW	$ 80,000.00	$ 78,186.40
QTS	Other Custom Data Center Services NRR	10300100034-000	$ 1.00	$ 0.98
QTS	Other Custom Data Center Services MRR	10311100033-000	$ 1.00	$ 0.98

QTS	DBA/Application Developer MRC NRR	10600100001-000	$ 220.00	$ 215.01
QTS	SQL Base Support NRR	10600100005-000	$ 500.00	$ 488.66
QTS	SQL Base Support Cluster NRR	10600100007-000	$ 1,000.00	$ 977.33
QTS	SQL Engineering T&M NRR	10600100008-000	$ 200.00	$ 195.47
QTS	Application Early Termination Fee NRR	10600100020-000	$ 10,100.00	$ 9,871.03
QTS	Application Service Cancellation Fee NRR	10600100021-000	$ 10,100.00	$ 9,871.03
QTS	SQL Base Support MRR	10611100005-000	$ 1,650.00	$ 1,612.59
QTS	SQL Base Support Cluster MRR	10611100006-000	$ 2,500.00	$ 2,443.32
QTS	SQL Engineering T&M MRR	10611100008-000	$ 200.00	$ 195.47
QTS	DBA/Application Developer MRC MRR	10611100020-000	$ 220.00	$ 215.01
QTS	Basic Monitoring - Unmanaged NRR	10700100001-000	$ 33.84	$ 33.07
QTS	Basic Monitoring -Managed NRR	10700100002-000	$ 33.84	$ 33.07
QTS	Enhanced Monitoring - Unmanaged NRR	10700100003-000	$ 42.30	$ 41.34
QTS	Enhanced Monitoring - Managed NRR	10700100004-000	$ 42.30	$ 41.34
QTS	Advanced Monitoring - Unmanaged NRR	10700100005-000	$ 67.68	$ 66.15
QTS	Enterprise Cloud - Back-up services GB Transferred MRR	11511000093-000	$ 0.18	$ 0.18
QTS	Enterprise Cloud - Back-up services GB Usage MRR	11511000120-000	$ 0.18	$ 0.18
QTS	QVI Backup MRR	11511000039-000	$ 0.20	$ 0.20
QTS	Enterprise Cloud - DR - Bronze Storage 1GB MRR	11511000084-000	$ 0.22	$ 0.22
QTS	DRaaS - Bronze Storage 1GB MRR	11511000145-000	$ 0.22	$ 0.22
QTS	Enterprise Cloud - DR - Silver Storage 1GB MRR	11511000085-000	$ 0.26	$ 0.26
QTS	DRaaS - Silver Storage 1GB MRR	11511000146-000	$ 0.26	$ 0.26
QTS	Enterprise Cloud - Bronze Storage 1GB MRR	11511000068-000	$ 0.33	$ 0.33
QTS	DRaaS - EC Reservation - Bronze Storage 1GB MRR	11511000156-000	$ 0.33	$ 0.33
QTS	DR-SAN Disk Capacity GBs MRR	11511000050-000	$ 0.35	$ 0.35
QTS	Enterprise Cloud - Silver Storage 1GB MRR	11511000069-000	$ 0.41	$ 0.41
QTS	DRaaS - EC Reservation - Silver Storage 1GB MRR	11511000157-000	$ 0.41	$ 0.41
QTS	QVI Additional SAN Storage MRR	11511000020-000	$ 0.41	$ 0.41
QTS	QVI Backup Overage MRR	11500000040-000	$ 0.50	$ 0.50
QTS	QVI Infrastructure Improvement Credit (GSA) MRR	11511000169-000	$ 1.00	$ 0.99
QTS	System Services Custom MRR	10511100014-000	$ 1.00	$ 0.99
QTS	Storage Services Custom MRR	11011100031-000	$ 1.00	$ 0.99
QTS	Licensing Services Custom MRR	11211100001-000	$ 1.00	$ 0.99
QTS	Security Services Custom MRR	10811100013-000	$ 1.00	$ 0.99
QTS	System Services Custom NRR	10500100014-000	$ 1.00	$ 0.99
QTS	Security Services Custom NRR	10800100013-000	$ 1.00	$ 0.99
QTS	Storage Services Custom NRR	11000100039-000	$ 1.00	$ 0.99
QTS	Licensing Services Custom NRR	11200100001-000	$ 1.00	$ 0.99
QTS	QVI Infrastructure Improvement Credit (GSA) NRR	11500000169-000	$ 1.00	$ 0.99
QTS	Additional QVI IP addresses MRR	11511000012-000	$ 1.00	$ 0.99
QTS	Enterprise Cloud - DR -Gold Storage 1GB MRR	11511000086-000	$ 1.03	$ 1.02
QTS	DRaaS - Gold Storage 1GB MRR	11511000147-000	$ 1.03	$ 1.02
QTS	Enterprise Cloud - Gold Storage 1GB MRR	11511000070-000	$ 1.44	$ 1.42
QTS	DRaaS - EC Reservation - Gold Storage 1GB MRR	11511000158-000	$ 1.44	$ 1.42
QTS	Enterprise Cloud- Client to Site VPN (Qty 5) MRR	11511000076-000	$ 4.95	$ 4.85
QTS	Enterprise Cloud - DR- Client to Site VPN (Qty 5) MRR	11511000092-000	$ 4.95	$ 4.85
QTS	DRaaS - Client to Site VPN (Qty 5) MRR	11511000153-000	$ 4.95	$ 4.85
QTS	DRaaS - EC Reservation - Client to Site VPN (Qty 5) MRR	11511000164-000	$ 4.95	$ 4.85
QTS	Additional remote clients for VPN Sessions MRR	11511000014-000	$ 6.50	$ 6.36

QTS	Enterprise Cloud - DR -Additional Public IP MRR	11511000090-000	$ 7.50	$ 7.34
QTS	DRaaS - Additional Public IP MRR	11511000151-000	$ 7.50	$ 7.34
QTS	QVI per port cost (3 Ports are required per physical server) MRR	11511000008-000	$ 12.00	$ 11.73
QTS	Enterprise Cloud - DR - RAM 1 GB MRR	11511000083-000	$ 13.00	$ 12.71
QTS	DRaaS - RAM 1 GB MRR	11511000144-000	$ 13.00	$ 12.71
QTS	Enterprise Cloud - Additional Public IP MRR	11511000074-000	$ 15.00	$ 14.66
QTS	DRaaS - EC Reservation - Additional Public IP MRR	11511000162-000	$ 15.00	$ 14.66
QTS	Enterprise Cloud - DR - VPU 1Ghz MRR	11511000082-000	$ 16.00	$ 15.64
QTS	DRaaS - VPU 1Ghz MRR	11511000143-000	$ 16.00	$ 15.64
QTS	Enterprise Cloud - Internet 1Mbps MRR	11511000072-000	$ 18.00	$ 17.59
QTS	Enterprise Cloud - DR - Internet 1Mbps MRR	11511000088-000	$ 18.00	$ 17.59
QTS	DRaaS - Internet 1Mbps MRR	11511000149-000	$ 18.00	$ 17.59
QTS	DRaaS - EC Reservation - Internet 1Mbps MRR	11511000160-000	$ 18.00	$ 17.59
QTS	Additional IP Bandwidth - QVI MRR	11511000007-000	$ 18.00	$ 17.59
QTS	QVI Additional VM VPU MRR	11511000016-000	$ 21.00	$ 20.52
QTS	DRaaS - EC Reservation - RAM 1 GB MRR	11511000155-000	$ 22.75	$ 22.23
QTS	Enterprise Cloud - RAM 1 GB MRR	11511000067-000	$ 23.00	$ 22.48
QTS	Enterprise Cloud - DR - Additional Network Segments MRR	11511000091-000	$ 25.00	$ 24.43
QTS	DRaaS - Additional Network Segments MRR	11511000152-000	$ 25.00	$ 24.43
QTS	QVI Additional VM RAM MRR	11511000017-000	$ 25.00	$ 24.43
QTS	QVI - Windows Standard MRR	11511000023-000	$ 25.00	$ 24.43
QTS	Enterprise Cloud - Internet Overage MRR	11500000073-000	$ 27.00	$ 26.39
QTS	Enterprise Cloud - DR - Internet Overage MRR	11511000120-001	$ 27.00	$ 26.39
QTS	Enterprise Cloud - VPU 1 Ghz MRR	11511000066-000	$ 27.00	$ 26.39
QTS	DRaaS - Internet Overage MRR	11511000150-000	$ 27.00	$ 26.39
QTS	DRaaS - EC Reservation - VPU 1Ghz MRR	11511000154-000	$ 27.00	$ 26.39
QTS	DRaaS - EC Reservation - Internet Overage MRR	11511000161-000	$ 27.00	$ 26.39
QTS	IP Bandwidth - Bursting Overage - QVI MRR	11411100013-000	$ 27.00	$ 26.39
QTS	Additional Site-To-Site VPN Connection NRR	11500000013-000	$ 30.00	$ 29.32
QTS	Additional remote clients for VPN Sessions NRR	11500000014-000	$ 30.00	$ 29.32
QTS	QVI Active Directory for Windows clustering NRR	11500000028-000	$ 35.00	$ 34.21
QTS	Enterprise Cloud - Cloud Network Port MRR	11511000134-000	$ 35.00	$ 34.21
QTS	Enterprise Cloud - Additional Network Segments MRR	11511000075-000	$ 50.00	$ 48.87
QTS	DRaaS - EC Reservation - Additional Network Segments MRR	11511000163-000	$ 50.00	$ 48.87
QTS	QVI - RedHat Advanced / Enterprise per VM MRR	11511000023-002	$ 55.00	$ 53.75
QTS	Virtual Load Balancing NRR	11500000009-000	$ 60.00	$ 58.64
QTS	QVI Additional VM VPU NRR	11500000016-000	$ 60.00	$ 58.64
QTS	QVI Additional VM RAM NRR	11500000017-000	$ 60.00	$ 58.64
QTS	QVI Network - Pair of redundant virtual Firewalls 1 Site to Site VPN or 5 client to Site 1 Meg of Bandwidth NRR	11500000038-000	$ 60.00	$ 58.64
QTS	DR-VM Additional RAM GBs NRR	11500000048-000	$ 60.00	$ 58.64
QTS	DR-VM Additional VPU NRR	11500000049-000	$ 60.00	$ 58.64
QTS	DRaaS - Replication Service per VM MRR	11511000141-000	$ 60.00	$ 58.64
QTS	Optional Space and Power - 110 20amp Power and 1U rack space. MRR	11511000006-000	$ 65.00	$ 63.53
QTS	DR-HA VM with Replication NRR	11500000055-000	$ 75.00	$ 73.30
QTS	DR - HA Physical Server Windows Standard-Linux NRR	11500000056-000	$ 75.00	$ 73.30
QTS	DR - HA Physical Server Windows Enterprise NRR	11500000057-000	$ 75.00	$ 73.30
QTS	DR - HA Physical Server Windows Data Center NRR	11500000058-000	$ 75.00	$ 73.30
QTS	Enterprise Cloud - Additional Standard Firewall MRR	11511000130-000	$ 75.00	$ 73.30
QTS	Additional Site-To-Site VPN Connection MRR	11511000013-000	$ 80.00	$ 78.19

QTS	Managed VM Server (Includes HA VM OS Management & Licenses Monitoring 40GB useable storage RAID 5 SAN Storage) NRR	11500000005-000	$ 90.00	$ 87.96
QTS	Managed VPN MRR	10911100002-000	$ 91.97	$ 89.89
QTS	Dedicated Storage Management MRR	11011100066-000	$ 100.00	$ 97.73
QTS	Managed Network Hardware MRR	10911100021-000	$ 100.00	$ 97.73
QTS	Managed Network Hardware NRR	10900100021-000	$ 100.00	$ 97.73
QTS	Dedicated Storage Management NRR	11000100066-000	$ 100.00	$ 97.73
QTS	SQL Standard per 2 Core (Min 4 Core) MRR	11211100006-000	$ 119.99	$ 117.27
QTS	Remote Hands & Eyes - Pre-packaged MRR	10311100013-000	$ 120.00	$ 117.28
QTS	Remote Hands & Eyes - Pre-packaged NRR	10300100003-000	$ 120.00	$ 117.28
QTS	DR-HA VM with Replication MRR	11511000055-000	$ 120.00	$ 117.28
QTS	Remote Hands & Eyes MRR	10311100003-000	$ 125.00	$ 122.17
QTS	Remote Hands & Eyes NRR	10300100001-000	$ 125.00	$ 122.17
QTS	QVI - Windows Data Center MRR	11511000023-001	$ 125.00	$ 122.17
QTS	QVI - RedHat Advanced / Enterprise 2 Socket Physical MRR	11511000023-003	$ 125.00	$ 122.17
QTS	DR-VM with Replication MRR	11511000046-000	$ 135.00	$ 131.94
QTS	Virtual Load Balancing MRR	11511000009-000	$ 140.00	$ 136.83
QTS	Additional Subnet Setup Fee NRR	11500000007-000	$ 150.00	$ 146.60
QTS	Additional QVI IP addresses NRR	11500000012-000	$ 150.00	$ 146.60
QTS	QVI Additional SAN Storage NRR	11500000020-000	$ 150.00	$ 146.60
QTS	QVI Backup NRR	11500000039-000	$ 150.00	$ 146.60
QTS	DR-SAN Disk Capacity GBs NRR	11500000050-000	$ 150.00	$ 146.60
QTS	DRaaS - Physical Server replication (P2V) Set-up NRR	11500000142-000	$ 150.00	$ 146.60
QTS	Networking Services Custom MRR	10911100012-000	$ 169.48	$ 165.64
QTS	Networking Services Custom NRR	10900100016-000	$ 169.48	$ 165.64
QTS	Enterprise Cloud - Cloud Engineering Hourly Services MRR	11511000094-001	$ 175.00	$ 171.03
QTS	DRaaS - Physical Server replication (P2V) MRR	11511000142-000	$ 175.00	$ 171.03
QTS	QVI Base Support - Set-up NRR	11500000000-000	$ 200.00	$ 195.47
QTS	SERVER A -Small - Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup)	11500000001-000	$ 200.00	$ 195.47
QTS	SERVER B - Medium Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup	11500000002-000	$ 200.00	$ 195.47
QTS	SERVER C -Large Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup) I	11500000003-000	$ 200.00	$ 195.47
QTS	SERVER D - Custom Config Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape	11500000004-000	$ 200.00	$ 195.47
QTS	Managed OS Windows MRR	10511100002-000	$ 202.41	$ 197.82
QTS	Managed OS Linux MRR	10511100004-000	$ 202.41	$ 197.82
QTS	Managed OS Solaris MRR	10511100006-000	$ 202.41	$ 197.82
QTS	Enterprise Cloud - Large Firewall MRR	11511000071-000	$ 225.00	$ 219.90
QTS	Enterprise Cloud - DR - Large Firewall MRR	11511000087-000	$ 225.00	$ 219.90
QTS	DRaaS - EC Reservation - Large Firewall MRR	11511000159-000	$ 225.00	$ 219.90
QTS	Basic Monitoring - Unmanaged MRR	10711100001-000	$ 46.06	$ 45.02
QTS	Basic Monitoring -Managed MRR	10711100002-000	$ 102.46	$ 100.14
QTS	Enhanced Monitoring - Unmanaged MRR	10711100003-000	$ 68.57	$ 67.02
QTS	Enhanced Monitoring - Managed MRR	10711100004-000	$ 124.97	$ 122.14
QTS	Advanced Monitoring - Unmanaged MRR	10711100005-000	$ 113.69	$ 111.11
QTS	Advanced Monitoring - Managed MRR	10711100006-000	$ 170.09	$ 166.23
QTS	Monitoring Internet Services - Unmanaged MRR	10711100013-000	$ 25.00	$ 24.43
QTS	Monitoring Internet Services - Managed MRR	10711100014-000	$ 100.00	$ 97.73
QTS	Monitoring Engineering T&M MRR	10711100021-000	$ 169.20	$ 165.36
QTS	Security Engineer T&M MRC NRR	10800100003-000	$ 170.00	$ 166.15
QTS	SOC Report - Second Report Distribution NRR	10800100005-000	$ 500.00	$ 488.66
QTS	DR - HA Physical Server Windows Data Center MRR	11511000058-000	$ 750.00	$ 733.00

QTS	SERVER B - Medium -Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backu	11511000002-000	$ 900.00	$ 879.60
QTS	DRaaS - Replication Service -Set-up NRR	11500000141-000	$ 1,000.00	$ 977.33
QTS	SERVER C - Large Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup) I	11511000003-000	$ 1,150.00	$ 1,123.93
QTS	SERVER D - Custom Config - Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape	11511000004-000	$ 1,750.00	$ 1,710.33
QTS	DR - Additional Client to Site VPN MRR	11511000064-000	$ 8.00	$ 7.83
QTS	DR-VM Additional RAM GBs MRR	11511000048-000	$ 15.00	$ 14.66
QTS	DR-VM Additional VPU MRR	11511000049-000	$ 15.00	$ 14.66
QTS	DR- Additional Site to Site VPN MRR	11511000065-000	$ 25.00	$ 24.43
QTS	DR - HA Data Center Connect Base Fee MRR	11511000059-000	$ 200.00	$ 195.47
QTS	DR-On Demand Base Network MRR	11511000047-000	$ 340.00	$ 332.29
QTS	Federal Cloud - DR- Client to Site VPN (Qty 5) MRR	11500000123-000	$ 5.00	$ 4.89
QTS	Federal Cloud - Back-up services -GB Transferred MRR	11500000124-000	$ 0.24	$ 0.23
QTS	Federal Cloud - Cloud Engineering Services Hourly MRR	11511000094-000	$ 175.00	$ 171.03
QTS	VM Cloud Credit	11511000165-000	$ 1.00	$ 0.98
QTS	Advanced Monitoring - Managed NRR	10700100006-000	$ 67.68	$ 66.15
QTS	Monitoring Internet Services - Unmanaged NRR	10700100013-000	$ 50.00	$ 48.87
QTS	Monitoring Internet Services - Managed NRR	10700100014-000	$ 50.00	$ 48.87
QTS	Monitoring Engineering T&M NRR	10700100017-000	$ 169.20	$ 165.36
QTS	Managed Router MRR	10911100017-000	$ 239.12	$ 233.70
QTS	Managed OS Windows NRR	10500100002-000	$ 250.00	$ 244.33
QTS	Managed OS Linux NRR	10500100004-000	$ 250.00	$ 244.33
QTS	Managed OS Solaris NRR	10500100006-000	$ 250.00	$ 244.33
QTS	QVI Network Only - Connection back to Colo Space. (requires managed switch per standard cost). NRR	11500000015-000	$ 250.00	$ 244.33
QTS	Managed VM Server (Includes HA VM OS Management & Licenses Monitoring 40GB useable storage RAID 5 SAN Storage) MRR	11511000005-000	$ 250.00	$ 244.33
QTS	QVI Active Directory for Windows clustering MRR	11511000028-000	$ 250.00	$ 244.33
QTS	QVI - RedHat Advanced / Enterprise 4 Socket Physical MRR	11511000023-004	$ 250.00	$ 244.33
QTS	Managed Switch MRR	10911100009-000	$ 266.32	$ 260.28
QTS	Standard Load Balancing NRR	10900100006-000	$ 271.17	$ 265.02
QTS	QVI Base Support MRR	11511000000-000	$ 275.00	$ 268.77
QTS	Standard Load Balancing MRR	10911100006-000	$ 278.34	$ 272.03
QTS	DR - HA Physical Server Windows Standard-Linux MRR	11511000056-000	$ 280.00	$ 273.65
QTS	QVI Network - Pair of redundant virtual Firewalls 1 Site to Site VPN or 5 client to Site 1 Meg of Bandwidth MRR	11511000038-000	$ 285.00	$ 278.54
QTS	Managed OS AIX MRR	10511100007-000	$ 315.64	$ 308.48
QTS	HA Load Balancing MRR	10911100007-000	$ 326.51	$ 319.11
QTS	Managed VPN NRR	10900100002-000	$ 338.96	$ 331.28
QTS	On-Clouding MRR	11500000137-000	$ 350.00	$ 342.07
QTS	Firewall Management MRR	10911100004-000	$ 358.89	$ 350.75
QTS	DR-On Demand Base Network NRR	11500000047-000	$ 375.00	$ 366.50
QTS	Managed Switch NRR	10900100009-000	$ 406.78	$ 397.56
QTS	Firewall Management (HA Pair) MRR	10911100005-000	$ 407.06	$ 397.83
QTS	Managed OS AIX NRR	10500100007-000	$ 422.41	$ 412.83
QTS	HA Load Balancing NRR	10900100007-000	$ 440.65	$ 430.66
QTS	DR - HA Physical Server Windows Enterprise MRR	11511000057-000	$ 450.00	$ 439.80
QTS	SQL Enterprise - per 2 Core (Min 4 Core) MRR	11211100007-000	$ 460.15	$ 449.72
QTS	Managed Router NRR	10900100017-000	$ 474.55	$ 463.79
QTS	Firewall Management NRR	10900100004-000	$ 508.45	$ 496.92
QTS	QVI Network Only - Connection back to Colo Space. (requires managed switch per standard cost). MRR	11511000015-000	$ 600.00	$ 586.40
QTS	SERVER A - Small - Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup)	11511000001-000	$ 675.00	$ 659.70
QTS	Firewall Management (HA Pair) NRR	10900100005-000	$ 677.93	$ 662.56

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Salesforce.com	Customer Community Members Sandbox (500 Members)	204-1555	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Members Sandbox (5000 Members)	204-1556	$ 14,400.00	$ 13,783.38
Salesforce.com	Customer Community Members Sandbox (25000 Members)	204-1557	$ 36,000.00	$ 34,458.44
Salesforce.com	Customer Community Members Sandbox (250000 Members)	204-1558	$ 180,000.00	$ 172,292.19
Salesforce.com	Customer Community Logins Sandbox (2000 Logins/Month)	204-1559	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Logins Sandbox (20000 Logins/Month)	204-1560	$ 14,400.00	$ 13,783.38
Salesforce.com	Customer Community Logins Sandbox (100000 Logins/Month)	204-1561	$ 36,000.00	$ 34,458.44
Salesforce.com	Customer Community Logins Sandbox (1000000 Logins/Month)	204-1562	$ 180,000.00	$ 172,292.19
Salesforce.com	Customer Community Plus (20 Members)	204-1563	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Plus (20 Members) Government Cloud	204-1563GC	$ 1,080.00	$ 1,033.75
Salesforce.com	Customer Community Plus (100 Members)	204-1564	$ 12,000.00	$ 11,486.15
Salesforce.com	Customer Community Plus (100 Members) Government Cloud	204-1564GC	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Plus (200 Logins/Month)	204-1565	$ 8,400.00	$ 8,040.30
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Salesforce.com	Chatter Plus Enterprise	204-1311	$ 180.00	$ 172.36
Salesforce.com	Chatter Plus Enterprise Government Cloud	204-1311GC	$ 54.00	$ 51.69
Salesforce.com	Chatter Plus Unlimted	204-1312	$ 180.00	$ 172.36
Salesforce.com	Chatter Plus Unlimted Government Cloud	204-1312GC	$ 9.00	$ 8.61
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Salesforce.com	Knowledge Only Unlimited Edition	204-1314	$ 600.00	$ 574.55
Salesforce.com	Knowledge Only Unlimited Edition Government Cloud	204-1314GC	$ 30.00	$ 28.72
Salesforce.com	Force.com Enterprise Edition	204-1315	$ 600.00	$ 574.55
Salesforce.com	Force.com Enterprise Edition Government Cloud	204-1315GC	$ 288.00	$ 275.67
Salesforce.com	Force.com Unlimited Edition	204-1316	$ 900.00	$ 861.82
Salesforce.com	Force.com Unlimited Edition Government Cloud	204-1316GC	$ 90.00	$ 86.15
Salesforce.com	Force.com (One App) Enterprise Edition	204-1317	$ 180.00	$ 172.36
Salesforce.com	Force.com (One App) Unlimted Edition	204-1318	$ 180.00	$ 172.36
Salesforce.com	Force.com (Admin) Enterprise Edition	204-1319	$ 600.00	$ 574.55
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Salesforce.com	Additional API Calls - 10000 per day (price is per org) Professional	204-1321	$ 300.00	$ 287.27
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Salesforce.com	Analytics - 5 Additional Dynamic Dashboards (price is per org) Enterprise	204-1324	$ 3,000.00	$ 2,872.75
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Salesforce.com	Analytics - 1 Add'l Sched. Dashboards per Hour (price is per org) Enterprise	204-1326	$ 6,000.00	$ 5,745.49
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Salesforce.com	Data Storage (50MB) (price is per org) Enterprise Edition Government Cloud	204-1334GC	$ 90.00	$ 86.15
Salesforce.com	Data Storage (50MB) (price is per org) Unlimited Edition	204-1335	$ 300.00	$ 287.27
Salesforce.com	Data Storage (50MB) (price is per org) Unlimited Edition Government Cloud	204-1335GC	$ 15.00	$ 14.36
Salesforce.com	Data Storage (500MB) (price is per org) Group Edition	204-1336	$ 1,500.00	$ 1,436.37
Salesforce.com	Data Storage (500MB) (price is per org) Professional Edition	204-1337	$ 1,500.00	$ 1,436.37
Salesforce.com	Data Storage (500MB) (price is per org) Enterprise Edition	204-1338	$ 1,500.00	$ 1,436.37
Salesforce.com	Data Storage (500MB) (price is per org) Enterprise Edition Government Cloud	204-1338GC	$ 450.00	$ 430.73
Salesforce.com	Data Storage (500MB) (price is per org) Unlimited Edition	204-1339	$ 1,500.00	$ 1,436.37
Salesforce.com	Data Storage (500MB) (price is per org) Unlimited Edition Government Cloud	204-1339GC	$ 75.00	$ 71.79
Salesforce.com	Expansion Pack Professional Edition	204-1340	$ 420.00	$ 402.19
Salesforce.com	Expansion Pack Enterprise Edition	204-1341	$ 420.00	$ 402.19
Salesforce.com	File Storage (1GB) (price is per org)	204-1342	$ 60.00	$ 57.45

Salesforce.com	File Storage (1GB) (price is per org) Government Cloud	204-1342GC	$ 18.00	$ 17.23
Salesforce.com	File Storage (10GB) (price is per org)	204-1343	$ 498.00	$ 476.88
Salesforce.com	File Storage (10GB) (price is per org) Government Cloud	204-1343GC	$ 149.40	$ 143.00
Salesforce.com	Heroku Starter	204-1344	$ 48,000.00	$ 45,963.93
Salesforce.com	Heroku Small	204-1345	$ 96,000.00	$ 91,927.86
Salesforce.com	Heroku Medium	204-1346	$ 192,000.00	$ 183,855.72
Salesforce.com	Heroku Large	204-1347	$ 384,000.00	$ 367,711.44
Salesforce.com	Knowledge Enterprise Edition	204-1348	$ 600.00	$ 574.55
Salesforce.com	Knowledge Unlimted Edition	204-1349	$ 600.00	$ 574.55
Salesforce.com	Live Agent Enterprise Edition	204-1350	$ 600.00	$ 574.55
Salesforce.com	Live Agent Unlimted Edition	204-1351	$ 600.00	$ 574.55
Salesforce.com	Mobile	204-1352	$ 600.00	$ 574.55
Salesforce.com	Offline	204-1353	$ 300.00	$ 287.27
Salesforce.com	Profiles and Page Layouts	204-1354	$ 300.00	$ 287.27
Salesforce.com	Salesforce for Google Apps	204-1355	$ 120.00	$ 114.91
Salesforce.com	Web Services API	204-1362	$ 300.00	$ 287.27
Salesforce.com	Weekly Export Service (price per org)	204-1363	$ 600.00	$ 574.55
Salesforce.com	Site.com Contributor-only (User License)	204-1369	$ 240.00	$ 229.82
Salesforce.com	Site.com Publisher-only (User License)	204-1370	$ 1,500.00	$ 1,436.37
Salesforce.com	Site.com Contributor (Feature License)	204-1371	$ 240.00	$ 229.82
Salesforce.com	Site.com Publisher (Feature License)	204-1372	$ 1,500.00	$ 1,436.37
Salesforce.com	Site.com Published Site (price is per site)	204-1373	$ 18,000.00	$ 17,236.47
Salesforce.com	Database.com (Standard Users)	204-1374	$ 120.00	$ 114.91
Salesforce.com	Database.com (100 Lite Users)	204-1375	$ 120.00	$ 114.91
Salesforce.com	Database.com (Administrator)	204-1376	$ 120.00	$ 114.91
Salesforce.com	Additional Records (100000) (price is per org)	204-1377	$ 120.00	$ 114.91
Salesforce.com	Additional Transactions (5000 per day) (price is per org)	204-1378	$ 120.00	$ 114.91
Salesforce.com	Authenticated Sites (100 Named Users)	204-1379	$ 1,200.00	$ 1,149.10
Salesforce.com	Authenticated Sites (1000 Named Users)	204-1380	$ 6,000.00	$ 5,745.49
Salesforce.com	Authenticated Sites (5000 Named Users)	204-1381	$ 18,000.00	$ 17,236.47
Salesforce.com	Authenticated Sites (25000 Named Users)	204-1382	$ 60,000.00	$ 57,454.91
Salesforce.com	Authenticated Sites (5000 Logins/month)	204-1383	$ 6,000.00	$ 5,745.49
Salesforce.com	Authenticated Sites (20000 Logins/month)	204-1384	$ 18,000.00	$ 17,236.47
Salesforce.com	Authenticated Sites (100000 Logins/month)	204-1385	$ 60,000.00	$ 57,454.91
Salesforce.com	Service Cloud Portal (100 Named Users)	204-1386	$ 6,000.00	$ 5,745.49
Salesforce.com	Service Cloud Portal (1000 Named Users)	204-1387	$ 24,000.00	$ 22,981.96
Salesforce.com	Service Cloud Portal (5000 Named Users)	204-1388	$ 60,000.00	$ 57,454.91
Salesforce.com	Service Cloud Portal (25000 Named Users)	204-1389	$ 120,000.00	$ 114,909.82
Salesforce.com	Service Cloud Portal (5000 Logins/month)	204-1390	$ 24,000.00	$ 22,981.96
Salesforce.com	Service Cloud Portal (20000 Logins/month)	204-1391	$ 60,000.00	$ 57,454.91
Salesforce.com	Service Cloud Portal (100000 Logins/month)	204-1392	$ 120,000.00	$ 114,909.82
Salesforce.com	Customer Portal - Enterprise Administration (1 Login/mo)	204-1393	$ 48.00	$ 45.96
Salesforce.com	Customer Portal - Enterprise Administration (Named User)	204-1394	$ 120.00	$ 114.91
Salesforce.com	Partner Portal (Named User)	204-1395	$ 420.00	$ 402.19
Salesforce.com	Content for Partner Portal and Customer Portal	204-1396	$ 420.00	$ 402.19
Salesforce.com	Mobile for Partner Portal	204-1397	$ 300.00	$ 287.27
Salesforce.com	Sites Pageviews (1 Million/month) - (price is per org)	204-1398	$ 12,000.00	$ 11,490.98
Salesforce.com	Chatter Answers for Portal Users (Logins/month)	204-1399	$ 2.40	$ 2.30
Salesforce.com	Chatter Answers for Portal Users (Named)	204-1400	$ 12.00	$ 11.49

Salesforce.com	Marketing Cloud Package Enterprise	204-1401	$ 480,000.00	$ 459,639.29
Salesforce.com	Radian6 Basic	204-1402	$ 12,000.00	$ 11,490.98
Salesforce.com	Radian6 Pro	204-1403	$ 36,000.00	$ 34,472.95
Salesforce.com	Radian6 Corporate	204-1404	$ 96,000.00	$ 91,927.86
Salesforce.com	Radian6 Enterprise	204-1405	$ 348,000.00	$ 333,238.49
Salesforce.com	R6 Add on Insights Credits (10000)	204-1406	$ 1,200.00	$ 1,149.10
Salesforce.com	R6 Add on 50000 additional mentions	204-1407	$ 12,000.00	$ 11,490.98
Salesforce.com	R6 Add on 1 million additional mentions	204-1408	$ 60,000.00	$ 57,454.91
Salesforce.com	R6 Add on Social Accounts	204-1409	$ 9,000.00	$ 8,618.24
Salesforce.com	R6 Add on PT: Optimize Your Topic Profile	204-1410	$ 3,000.00	$ 2,872.75
Salesforce.com	R6 Add on Topic Management Service (1 x fee)	204-1411	$ 6,000.00	$ 5,745.49
Salesforce.com	R6 Add on Topic management Service (monthly)	204-1412	$ 6,000.00	$ 5,745.49
Salesforce.com	R6 Add on Topic Management Service (TSS)	204-1413	$ 6,000.00	$ 5,745.49
Salesforce.com	R6 Add on Rapid TSS (RTSS)	204-1414	$ 12,000.00	$ 11,490.98
Salesforce.com	R6 Add on TSS/RTSS Additional Keyword	204-1415	$ 1,800.00	$ 1,723.65
Salesforce.com	R6 Add on TSS/RTSS Additional Dashboard	204-1416	$ 3,000.00	$ 2,872.75
Salesforce.com	Brand Overview Report	204-1417	$ 5,000.00	$ 4,787.91
Salesforce.com	On-Site Training (Price is per day + expenses minimum 2 days)	204-1418	$ 2,500.00	$ 2,393.95
Salesforce.com	Social Media Analyst (on going) FT	204-1419	$ 108,000.00	$ 103,418.84
Salesforce.com	Social Media Analyst (on going) HT	204-1420	$ 60,000.00	$ 57,454.91
Salesforce.com	Social Media Senior Analyst (on-going) FT	204-1421	$ 144,000.00	$ 137,891.79
Salesforce.com	Social Media Senior Analyst (on-going) HT	204-1422	$ 78,000.00	$ 74,691.39
Salesforce.com	Project Manager FT	204-1423	$ 192,000.00	$ 183,855.72
Salesforce.com	Project Manager HT	204-1424	$ 103,680.00	$ 99,282.09
Salesforce.com	Project Manager QT	204-1425	$ 59,520.00	$ 56,995.27
Salesforce.com	Command Center CVE (on-going)	204-1426	$ 5,000.00	$ 4,787.91
Salesforce.com	Embedded Edition User for Acumen Schoolforce Silver Application (1-499 users)	204-1427	$ 125.00	$ 119.70
Salesforce.com	Embedded Edition User for Acumen Schoolforce Silver Application (500-2000 users)	204-1428	$ 89.00	$ 85.22
Salesforce.com	Embedded Edition User for Acumen Schoolforce Silver Application (2000+ users)	204-1429	$ 70.00	$ 67.03
Salesforce.com	Embedded Edition User for Acumen Schoolforce Gold Application (1-499 users)	204-1430	$ 154.00	$ 147.47
Salesforce.com	Embedded Edition User for Acumen Schoolforce Gold Application (500-2000 users)	204-1431	$ 111.00	$ 106.29
Salesforce.com	Embedded Edition User for Acumen Schoolforce Gold Application (2000+ users)	204-1432	$ 85.00	$ 81.39
Salesforce.com	ISV Portal Bundle for Acumen Schoolforce Gold Application (Bundles include 100 ISV Portal licenses)	204-1433	$ 341.00	$ 326.54
Salesforce.com	Data Storage for Schoolforce Gold (500MB) (price is per org)	204-1434	$ 2,273.00	$ 2,176.58
Salesforce.com	Marketing Cloud Package Basic	204-1435	$ 60,000.00	$ 57,454.91
Salesforce.com	Marketing Cloud Package Pro	204-1436	$ 120,000.00	$ 114,909.82
Salesforce.com	Marketing Cloud Package Corporate	204-1437	$ 240,000.00	$ 229,819.65
Salesforce.com	Buddy Media Enterprise	204-1438	$ 480,000.00	$ 459,639.29
Salesforce.com	Buddy Media (stand alone)	204-1439	$ 45,000.00	$ 43,091.18
Salesforce.com	Buddy Social Accounts	204-1440	$ 9,000.00	$ 8,618.24
Salesforce.com	Buddy Media 1 million additional open web sharing PV's	204-1441	$ 1,020.00	$ 976.73
Salesforce.com	Buddy Media 1 million additional open web syndication PV's	204-1442	$ 1,020.00	$ 976.73
Salesforce.com	Buy Buddy	204-1443	$ 6,000.00	$ 5,745.49
Salesforce.com	Buddy Social Account Reports	204-1444	$ 9,600.00	$ 9,192.79
Salesforce.com	Buddy Aggregate Dashboard Reports	204-1445	$ 12,000.00	$ 11,490.98
Salesforce.com	Buddy Quarterly Content	204-1446	$ 44,400.00	$ 42,516.63
Salesforce.com	Buddy One-time content	204-1447	$ 132,000.00	$ 126,400.81
Salesforce.com	Buddy Quarterly Competitive Intelligence Analysis	204-1448	$ 84,000.00	$ 80,436.88
Salesforce.com	Buddy One-time Competitive Intelligence Analysis	204-1449	$ 24,000.00	$ 22,981.96

Salesforce.com	Buddy Quarterly Facebook Wall or Twitter Optimization Analysis	204-1450	$ 16,800.00	$ 16,087.38
Salesforce.com	Buddy One time Facebook Wall or Twitter Optimization Analysis	204-1451	$ 48,000.00	$ 45,963.93
Salesforce.com	Force.com (1 Enterprise Application) Enterprise Edition	204-1452	$ 300.00	$ 287.15
Salesforce.com	Force.com (1 Enterprise Application) Enterprise Edition Government Cloud	204-1452GC	$ 90.00	$ 86.15
Salesforce.com	Force.com (1 Enterprise Application) Unlimited Edition	204-1453	$ 300.00	$ 287.15
Salesforce.com	Force.com (1 Enterprise Application) Unlimited Edition Government Cloud	204-1453GC	$ 15.00	$ 14.36
Salesforce.com	Force.com (1 Light Application) Enterprise Edition	204-1454	$ 120.00	$ 114.86
Salesforce.com	Force.com (1 Light Application) Enterprise Edition Government Cloud	204-1454GC	$ 36.00	$ 34.46
Salesforce.com	Force.com (1 Light Application) Unlimited Edition	204-1455	$ 120.00	$ 114.86
Salesforce.com	Force.com (1 Light Application) Unlimited Edition Government Cloud	204-1455GC	$ 6.00	$ 5.74
Salesforce.com	Force.com (Administrator) User Subscription Enterprise Edition	204-1456	$ 600.00	$ 574.31
Salesforce.com	Force.com (Administrator) User Subscription Enterprise Edition Government Cloud	204-1456GC	$ 180.00	$ 172.29
Salesforce.com	Force.com (Administrator) User Subscription Unlimited Edition	204-1457	$ 900.00	$ 861.46
Salesforce.com	Force.com (Administrator) User Subscription Unlimited Edition Government Cloud	204-1457GC	$ 45.00	$ 43.07
Salesforce.com	Remedyforce (BMC)	204-1458	$ 948.00	$ 907.41
Salesforce.com	Data Storage (50MB) (price is per org)	204-1459	$ 300.00	$ 287.27
Salesforce.com	Data Storage (500MB) (price is per org)	204-1460	$ 1,500.00	$ 1,436.37
Salesforce.com	Data.com Corporate Clean	204-1461	$ 300.00	$ 287.27
Salesforce.com	Data.com Corporate Prospector	204-1462	$ 1,500.00	$ 1,436.37
Salesforce.com	Data.com Corporate Records Additional (price is each)	204-1463	$ 0.50	$ 0.48
Salesforce.com	Data.com Premium Clean	204-1464	$ 420.00	$ 402.18
Salesforce.com	Data.com Premium Prospector	204-1465	$ 1,980.00	$ 1,896.01
Salesforce.com	Data.com Premium Records Additional (price is each)	204-1466	$ 0.65	$ 0.62
Salesforce.com	Data.com Services - QuickStart	204-1467	$ 5,000.00	$ 4,787.91
Salesforce.com	Partner Community Members (20 Members)	204-1468	$ 8,400.00	$ 8,043.69
Salesforce.com	Partner Community Members (20 Members) Government Cloud	204-1468GC	$ 2,520.00	$ 2,412.09
Salesforce.com	Partner Community Members (100 Members)	204-1469	$ 30,000.00	$ 28,727.46
Salesforce.com	Partner Community Members (100 Members) Government Cloud	204-1469GC	$ 9,000.00	$ 8,614.61
Salesforce.com	Partner Community Members (500 Members)	204-1470	$ 96,000.00	$ 91,927.86
Salesforce.com	Partner Community Members (500 Members) Government Cloud	204-1470GC	$ 28,800.00	$ 27,566.75
Salesforce.com	Customer Community Members (500 Members)	204-1478	$ 12,000.00	$ 11,490.98
Salesforce.com	Customer Community Members (500 Members) Government Cloud	204-1478GC	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Members (250000 Members)	204-1481	$ 600,000.00	$ 574,549.12
Salesforce.com	Customer Community Members (250000 Members) Government Cloud	204-1481GC	$ 180,000.00	$ 172,292.19
Salesforce.com	Customer Community Logins (2000 Logins/Month)	204-1482	$ 12,000.00	$ 11,490.98
Salesforce.com	Customer Community Logins (2000 Logins/Month) Government Cloud	204-1482GC	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Logins (100000 Logins/Month)	204-1484	$ 120,000.00	$ 114,909.82
Salesforce.com	Customer Community Logins (1000000 Logins/Month)	204-1485	$ 600,000.00	$ 574,549.12
Salesforce.com	Customer Community Logins (1000000 Logins/Month) Government Cloud	204-1485GC	$ 180,000.00	$ 172,292.19
Salesforce.com	Sales Cloud Performance Edition	204-1486	$ 3,420.00	$ 3,274.93
Salesforce.com	Service Cloud Performance Edition	204-1487	$ 3,420.00	$ 3,274.93
Salesforce.com	Service Cloud Knowledge Pack Performance Edition	204-1488	$ 3,420.00	$ 3,274.93
Salesforce.com	Company Community Only	204-1489	$ 240.00	$ 229.82
Salesforce.com	Identity Only	204-1490	$ 60.00	$ 57.45
Salesforce.com	Identity Only Government Cloud	204-1490GC	$ 18.00	$ 17.23
Salesforce.com	Work.com Motivate	204-1491	$ 120.00	$ 114.91
Salesforce.com	Work.com Align	204-1492	$ 180.00	$ 172.36
Salesforce.com	Work.com Perform	204-1493	$ 240.00	$ 229.82
Salesforce.com	Force.com Performance	204-1494	$ 1,800.00	$ 1,723.65

Salesforce.com	Force.com Performance (Admin)	204-1495	$ 900.00	$ 861.82
Salesforce.com	Partner Community Members Sandbox (20 Members)	204-1498	$ 2,520.00	$ 2,413.11
Salesforce.com	Partner Community Members Sandbox (100 Members)	204-1499	$ 9,000.00	$ 8,618.24
Salesforce.com	Partner Community Members Sandbox (500 Members)	204-1500	$ 28,800.00	$ 27,578.36
Salesforce.com	Partner Community Members Sandbox (2500 Members)	204-1501	$ 126,000.00	$ 120,655.31
Salesforce.com	Partner Community Members Sandbox (10000 Members)	204-1502	$ 450,000.00	$ 430,911.84
Salesforce.com	Partner Community Logins Sandbox (200 Logins/Month)	204-1503	$ 9,000.00	$ 8,618.24
Salesforce.com	Partner Community Logins Sandbox (1000 Logins/Month)	204-1504	$ 28,800.00	$ 27,578.36
Salesforce.com	Partner Community Logins Sandbox (5000 Logins/Month)	204-1505	$ 126,000.00	$ 120,655.31
Salesforce.com	Partner Community Logins Sandbox (20000 Logins/Month)	204-1506	$ 450,000.00	$ 430,911.84
Salesforce.com	Partner Community Members Premier Support (20 Members)	204-1507	$ 1,260.00	$ 1,206.55
Salesforce.com	Partner Community Members Premier Support (100 Members)	204-1508	$ 4,500.00	$ 4,309.12
Salesforce.com	Partner Community Members Premier Support (500 Members)	204-1509	$ 14,400.00	$ 13,789.18
Salesforce.com	Partner Community Members Premier Support (2500 Members)	204-1510	$ 63,000.00	$ 60,327.66
Salesforce.com	Partner Community Members Premier Support (10000 Members)	204-1511	$ 225,000.00	$ 215,455.92
Salesforce.com	Partner Community Logins Premier Support (200 Logins/Month)	204-1512	$ 4,500.00	$ 4,309.12
Salesforce.com	Partner Community Logins Premier Support (1000 Logins/Month)	204-1513	$ 14,400.00	$ 13,789.18
Salesforce.com	Partner Community Logins Premier Support (5000 Logins/Month)	204-1514	$ 63,000.00	$ 60,327.66
Salesforce.com	Partner Community Logins Premier Support (20000 Logins/Month)	204-1515	$ 225,000.00	$ 215,455.92
Salesforce.com	Partner Community Members Premier Support+ (20 Members)	204-1516	$ 2,100.00	$ 2,010.92
Salesforce.com	Partner Community Members Premier Support+ (100 Members)	204-1517	$ 7,500.00	$ 7,181.86
Salesforce.com	Partner Community Members Premier Support+ (500 Members)	204-1518	$ 24,000.00	$ 22,981.96
Salesforce.com	Partner Community Members Premier Support+ (2500 Members)	204-1519	$ 105,000.00	$ 100,546.10
Salesforce.com	Partner Community Members Premier Support+ (10000 Members)	204-1520	$ 375,000.00	$ 359,093.20
Salesforce.com	Partner Community Logins Premier Support+ (200 Logins/Month)	204-1521	$ 7,500.00	$ 7,181.86
Salesforce.com	Partner Community Logins Premier Support+ (1000 Logins/Month)	204-1522	$ 24,000.00	$ 22,981.96
Salesforce.com	Partner Community Logins Premier Support+ (5000 Logins/Month)	204-1523	$ 105,000.00	$ 100,546.10
Salesforce.com	Partner Community Logins Premier Support+ (20000 Logins/Month)	204-1525	$ 375,000.00	$ 359,093.20
Salesforce.com	Force.com EE	204-1526	$ 960.00	$ 919.28
Salesforce.com	Force.com UE	204-1527	$ 1,800.00	$ 1,723.65
Salesforce.com	Force.com PXE	204-1528	$ 1,800.00	$ 1,723.65
Salesforce.com	Sales Cloud Group Edition Premier + Success Plan	204-1300PPS	$ 75.00	$ 71.82
Salesforce.com	Sales Cloud Group Edition Premier Success Plan	204-1300PS	$ 45.00	$ 43.09
Salesforce.com	Sales Cloud Group Edition Sandbox (Developer Pro)	204-1300SBD	$ 15.00	$ 14.36
Salesforce.com	Sales Cloud Group Edition Sandbox (Full Copy)	204-1300SBF	$ 90.00	$ 86.18
Salesforce.com	Sales Cloud Group Edition Sandbox (Partial Copy)	204-1300SBP	$ 60.00	$ 57.45
Salesforce.com	Sales Cloud Professional Edition Premier + Success	204-1301PPS	$ 195.00	$ 186.73
Salesforce.com	Sales Cloud Professional Edition Premier Success	204-1301PS	$ 117.00	$ 112.04
Salesforce.com	Sales Cloud Professional Edition Sandbox (Developer Pro)	204-1301SBD	$ 39.00	$ 37.35
Salesforce.com	Sales Cloud Professional Edition Sandbox (Full Copy)	204-1301SBF	$ 234.00	$ 224.07
Salesforce.com	Sales Cloud Professional Edition Sandbox (Partial Copy)	204-1301SBP	$ 156.00	$ 149.38
Salesforce.com	Sales Cloud Enterprise Edition Premier + Success	204-1302PPS	$ 375.00	$ 359.09
Salesforce.com	Sales Cloud Enterprise Edition Premier Success	204-1302PS	$ 225.00	$ 215.46
Salesforce.com	Sales Cloud Enterprise Edition Sandbox (Developer Pro)	204-1302SBD	$ 75.00	$ 71.82
Salesforce.com	Sales Cloud Enterprise Edition Sandbox (Full Copy)	204-1302SBF	$ 450.00	$ 430.91
Salesforce.com	Sales Cloud Enterprise Edition Sandbox (Partial Copy)	204-1302SBP	$ 300.00	$ 287.27
Salesforce.com	Sales Cloud Unlimited Edition Sandbox (Developer Pro)	204-1303SBD	$ 150.00	$ 143.64
Salesforce.com	Sales Cloud Unlimited Edition Sandbox (Full Copy)	204-1303SBF	$ 900.00	$ 861.82
Salesforce.com	Sales Cloud Unlimited Edition Sandbox (Partial Copy)	204-1303SBP	$ 600.00	$ 574.55

Salesforce.com	Sales Cloud Contact Manager Edition Government Cloud	204-1304GC	$ 18.00	$ 17.24
Salesforce.com	Sales Cloud Contact Manager Edition Premier + Success	204-1304PPS	$ 15.00	$ 14.36
Salesforce.com	Sales Cloud Contact Manager Edition Premier Success	204-1304PS	$ 9.00	$ 8.62
Salesforce.com	Sales Cloud Contact Manager Edition Sandbox (Developer Pro)	204-1304SBD	$ 3.00	$ 2.87
Salesforce.com	Sales Cloud Contact Manager Edition Sandbox (Full Copy)	204-1304SBF	$ 18.00	$ 17.24
Salesforce.com	Sales Cloud Contact Manager Edition Sandbox (Partial Copy)	204-1304SBP	$ 12.00	$ 11.49
Salesforce.com	Service Cloud Professional Edition Government Cloud	204-1305GC	$ 234.00	$ 224.07
Salesforce.com	Service Cloud Professional Edition Premier + Success	204-1305PPS	$ 195.00	$ 186.73
Salesforce.com	Service Cloud Professional Edition Premier Success	204-1305PS	$ 117.00	$ 112.04
Salesforce.com	Service Cloud Professional Edition Sandbox (Developer Pro)	204-1305SBD	$ 39.00	$ 37.35
Salesforce.com	Service Cloud Professional Edition Sandbox (Full Copy)	204-1305SBF	$ 234.00	$ 224.07
Salesforce.com	Service Cloud Professional Edition Sandbox (Partial Copy)	204-1305SBP	$ 156.00	$ 149.38
Salesforce.com	Service Cloud Enterprise Edition Premier + Success	204-1306PPS	$ 405.00	$ 387.82
Salesforce.com	Service Cloud Enterprise Edition Premier Success	204-1306PS	$ 243.00	$ 232.69
Salesforce.com	Service Cloud Enterprise Edition Sandbox (Developer Pro)	204-1306SBD	$ 81.00	$ 77.56
Salesforce.com	Service Cloud Enterprise Edition Sandbox (Full Copy)	204-1306SBF	$ 486.00	$ 465.38
Salesforce.com	Service Cloud Enterprise Edition Sandbox (Partial Copy)	204-1306SBP	$ 324.00	$ 310.26
Salesforce.com	Service Cloud Unlimted Edition Sandbox (Developer Pro)	204-1307SBD	$ 156.00	$ 149.38
Salesforce.com	Service Cloud Unlimited Edition Sandbox (Full Copy)	204-1307SBF	$ 936.00	$ 896.30
Salesforce.com	Service Cloud Unlimted Edition Sandbox (Partial Copy)	204-1307SBP	$ 624.00	$ 597.53
Salesforce.com	Service Cloud Knowledge Pack Enterprise Edition Sandbox (Developer Pro)	204-1308SBD	$ 111.00	$ 106.29
Salesforce.com	Service Cloud Knowledge Pack Enterprise Edition Sandbox (Full Copy)	204-1308SBF	$ 666.00	$ 637.75
Salesforce.com	Service Cloud Knowledge Pack Enterprise Edition Sandbox (Partial Copy)	204-1308SBP	$ 444.00	$ 425.17
Salesforce.com	Service Cloud Knowledge Pack Unlimited Edition Sandbox (Developer Pro)	204-1309SBD	$ 186.00	$ 178.11
Salesforce.com	Service Cloud Knowledge Pack Unlimited Edition Sandbox (Full Copy)	204-1309SBF	$ 1,116.00	$ 1,068.66
Salesforce.com	Service Cloud Knowledge Pack Unlimited Edition Sandbox (Partial Copy)	204-1309SBP	$ 744.00	$ 712.44
Salesforce.com	Force.com Enterprise Edition Premier + Success	204-1315PPS	$ 930.00	$ 890.55
Salesforce.com	Force.com Enterprise Edition Premier Success	204-1315PS	$ 558.00	$ 534.33
Salesforce.com	Force.com Enterprise Edition Sandbox (Developer Pro)	204-1315SBD	$ 186.00	$ 178.11
Salesforce.com	Force.com Enterprise Edition Sandbox (Full Copy)	204-1315SBF	$ 1,116.00	$ 1,068.66
Salesforce.com	Force.com Enterprise Edition Sandbox (Partial Copy)	204-1315SBP	$ 744.00	$ 712.44
Salesforce.com	Force.com (Admin) Enterprise Edition Government Cloud	204-1319GC	$ 270.00	$ 258.55
Salesforce.com	Force.com (Admin) Enterprise Edition Premier + Success	204-1319PPS	$ 225.00	$ 215.46
Salesforce.com	Force.com (Admin) Enterprise Edition Premier Success	204-1319PS	$ 135.00	$ 129.27
Salesforce.com	Force.com (Admin) Enterprise Edition Sandbox (Developer Pro)	204-1319SBD	$ 45.00	$ 43.09
Salesforce.com	Force.com (Admin) Enterprise Edition Sandbox (Full Copy)	204-1319SBF	$ 270.00	$ 258.55
Salesforce.com	Force.com (Admin) Unlimited Edition Government Cloud	204-1320GC	$ 270.00	$ 258.55
Salesforce.com	Force.com (Admin) Unlimited Edition Sandbox (Developer Pro)	204-1320SBD	$ 45.00	$ 43.09
Salesforce.com	Force.com (Admin) Unlimited Edition Sandbox (Full Copy)	204-1320SBF	$ 270.00	$ 258.55
Salesforce.com	Force.com (Admin) Unlimited Edition Sandbox (Partial Copy)	204-1320SBP	$ 180.00	$ 172.36
Salesforce.com	Sales Cloud Performance Edition Sandbox (Developer Pro)	204-1486SBD	$ 171.00	$ 163.75
Salesforce.com	Sales Cloud Performance Edition Sandbox (Full Copy)	204-1486SBF	$ 1,026.00	$ 982.48
Salesforce.com	Sales Cloud Performance Edition Sandbox (Partial Copy)	204-1486SBP	$ 684.00	$ 654.99
Salesforce.com	Service Cloud Performance Edition Sandbox (Developer Pro)	204-1487SBD	$ 171.00	$ 163.75
Salesforce.com	Service Cloud Performance Edition Sandbox (Full Copy)	204-1487SBF	$ 1,026.00	$ 982.48
Salesforce.com	Service Cloud Performance Edition Sandbox (Partial Copy)	204-1487SBP	$ 684.00	$ 654.99
Salesforce.com	Force.com EE Government Cloud	204-1526GC	$ 288.00	$ 275.78
Salesforce.com	Force.com EE Premier + Success	204-1526PPS	$ 240.00	$ 229.82
Salesforce.com	Force.com EE Premier Success	204-1526PS	$ 144.00	$ 137.89

Salesforce.com	Force.com EE Sandbox (Developer Pro)	204-1526SBD	$ 48.00	$ 45.96
Salesforce.com	Force.com EE Sandbox (Full Copy)	204-1526SBF	$ 288.00	$ 275.78
Salesforce.com	Force.com EE Sandbox (Partial Copy)	204-1526SBP	$ 192.00	$ 183.86
Salesforce.com	Force.com UE Government Cloud	204-1527GC	$ 540.00	$ 517.09
Salesforce.com	Force.com UE Sandbox (Developer Pro)	204-1527SBD	$ 90.00	$ 86.18
Salesforce.com	Force.com UE Sandbox (Full Copy)	204-1527SBF	$ 540.00	$ 517.09
Salesforce.com	Force.com UE Sandbox (Partial Copy)	204-1527SBP	$ 360.00	$ 344.73
Salesforce.com	Force.com PXE Sandbox (Developer Pro)	204-1528SBD	$ 90.00	$ 86.18
Salesforce.com	Force.com PXE Sandbox (Full Copy)	204-1528SBF	$ 540.00	$ 517.09
Salesforce.com	Force.com PXE Sandbox (Partial Copy)	204-1528SBP	$ 360.00	$ 344.73
Salesforce.com	Additional Scheduled Analytics Bundle (price is per org)	204-1582	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 5 Additional Dynamic Dashboards (price is per org)	204-1583	$ 3,000.00	$ 2,872.75
Salesforce.com	Analytics Cloud - Wave Platform	204-1584	$ 480,000.00	$ 459,639.29
Salesforce.com	Analytics Cloud - Builder	204-1585	$ 3,000.00	$ 2,872.75
Salesforce.com	Analytics Cloud - Explorer	204-1586	$ 1,500.00	$ 1,436.37
Salesforce.com	Console for Sales Cloud	204-1587	$ 120.00	$ 114.91
Salesforce.com	Data Storage (10GB) (price is per org)	204-1588	$ 12,000.00	$ 11,490.98
Salesforce.com	File Storage (1TB) (price is per org)	204-1589	$ 3,600.00	$ 3,447.29
Salesforce.com	Customer Community Members (5000 Members)	204-1479	$ 52,800.00	$ 50,539.04
Salesforce.com	Customer Community Members (5000 Members) Government Cloud	204-1479GC	$ 15,840.00	$ 15,161.71
Salesforce.com	Customer Community Members (25000 Members)	204-1480	$ 132,000.00	$ 126,347.61
Salesforce.com	Customer Community Members (25000 Members) Government Cloud	204-1480GC	$ 39,600.00	$ 37,904.28
Salesforce.com	Customer Community Logins (20000 Logins/Month)	204-1483	$ 52,800.00	$ 50,539.04
Salesforce.com	Customer Community Logins (20000 Logins/Month) Government Cloud	204-1483GC	$ 15,840.00	$ 15,161.71
Salesforce.com	Partner Community Members (2500 Members)	204-1471	$ 384,000.00	$ 367,556.68
Salesforce.com	Partner Community Members (2500 Members) Government Cloud	204-1471GC	$ 115,200.00	$ 110,267.00
Salesforce.com	Partner Community Members Premier Support+ (2500 Members)	204-1471PPS	$ 96,000.00	$ 91,889.17
Salesforce.com	Partner Community Members Premier Support (2500 Members)	204-1471PS	$ 57,600.00	$ 55,133.50
Salesforce.com	Partner Community Members Sandbox (2500 Members)	204-1471SB	$ 115,200.00	$ 110,267.00
Salesforce.com	Partner Community Members (10000 Members)	204-1472	$ 810,000.00	$ 775,314.86
Salesforce.com	Partner Community Members (10000 Members) Government Cloud	204-1472GC	$ 243,000.00	$ 232,594.46
Salesforce.com	Partner Community Members Premier Support+ (10000 Members)	204-1472PPS	$ 202,500.00	$ 193,828.72
Salesforce.com	Partner Community Members Premier Support (10000 Members)	204-1472PS	$ 121,500.00	$ 116,297.23
Salesforce.com	Partner Community Logins (200 Logins/Month)	204-1473	$ 24,000.00	$ 22,972.29
Salesforce.com	Partner Community Logins (200 Logins/Month) Government Cloud	204-1473GC	$ 7,200.00	$ 6,891.69
Salesforce.com	Partner Community Logins Premier Support+ (200 Logins/Month)	204-1473PPS	$ 6,000.00	$ 5,743.07
Salesforce.com	Partner Community Logins Premier Support (200 Logins/Month)	204-1473PS	$ 3,600.00	$ 3,445.84
Salesforce.com	Partner Community Logins Sandbox (200 Logins/Month)	204-1473SB	$ 7,200.00	$ 6,891.69
Salesforce.com	Partner Community Logins (1000 Logins/Month)	204-1474	$ 78,000.00	$ 74,659.95
Salesforce.com	Partner Community Logins (1000 Logins/Month) Government Cloud	204-1474GC	$ 23,400.00	$ 22,397.98
Salesforce.com	Partner Community Logins Premier Support+ (1000 Logins/Month)	204-1474PPS	$ 19,500.00	$ 18,664.99
Salesforce.com	Partner Community Logins Premier Support (1000 Logins/Month)	204-1474PS	$ 11,700.00	$ 11,198.99
Salesforce.com	Partner Community Logins Sandbox (1000 Logins/Month)	204-1474SB	$ 23,400.00	$ 22,397.98
Salesforce.com	Partner Community Logins (5000 Logins/Month)	204-1475	$ 240,000.00	$ 229,722.92
Salesforce.com	Partner Community Logins (5000 Logins/Month) Government Cloud	204-1475GC	$ 72,000.00	$ 68,916.88
Salesforce.com	Partner Community Logins Premier Support+ (5000 Logins/Month)	204-1475PPS	$ 60,000.00	$ 57,430.73
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Sanbox (Developer Pro)	204-1641SBD	$ 8.00	$ 7.73
Salesforce.com	Salesforce Event Monitoring (10% of List Price per $100 of List Licence)	204-EM	$ 10.00	$ 9.65
Salesforce.com	Field Audit Trail (10% of List Price per $100 of List Licence)	204-FAT	$ 10.00	$ 9.65

Salesforce.com	Platform Encryption (20% of List Price per $100 of List Licence)	204-PLT-E	$ 20.00	$ 19.29
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Premier Success	204-1641PS	$ 24.00	$ 23.15
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Sanbox (Developer Pro)	204-1647SBD	$ 24.00	$ 23.15
Salesforce.com	Salesforce Shield (30% of List Price per $100 of List Licence)	204-SFS	$ 30.00	$ 28.94
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Sanbox (Developer Pro)	204-1644SBD	$ 30.00	$ 28.94
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members (Partial Copy)	204-1641SBP	$ 32.00	$ 30.87
Salesforce.com	Customer Community Members- 10 Members Sanbox (Developer Pro)	204-1631SBD	$ 40.00	$ 38.59
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Premier+ Success	204-1641PPS	$ 40.00	$ 38.59
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Government Cloud	204-1641GC	$ 48.00	$ 46.30
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Sandbox (Full Copy)	204-1641SBF	$ 48.00	$ 46.30
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Sanbox (Developer Pro)	204-1637SBD	$ 60.00	$ 57.88
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Premier Success	204-1647PS	$ 72.00	$ 69.45
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Premier Success	204-1644PS	$ 90.00	$ 86.82
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Sanbox (Developer Pro)	204-1645SBD	$ 96.00	$ 92.60
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members (Partial Copy)	204-1647SBP	$ 96.00	$ 92.60
Salesforce.com	Customer Community Plus- 10 Members Sanbox (Developer Pro)	204-1619SBD	$ 120.00	$ 115.76
Salesforce.com	Customer Community Members- 10 Members Premier Success	204-1631PS	$ 120.00	$ 115.76
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month (Partial Copy)	204-1644SBP	$ 120.00	$ 115.76
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Premier+ Success	204-1647PPS	$ 120.00	$ 115.76
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Government Cloud	204-1647GC	$ 144.00	$ 138.91
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Sandbox (Full Copy)	204-1647SBF	$ 144.00	$ 138.91
Salesforce.com	Customer Community Logins- 200 Logins/Month Sanbox (Developer Pro)	204-1634SBD	$ 150.00	$ 144.70
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Premier+ Success	204-1644PPS	$ 150.00	$ 144.70
Salesforce.com	Customer Community Members- 10 Members (Partial Copy)	204-1631SBP	$ 160.00	$ 154.34
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members	204-1641	$ 160.00	$ 154.34
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Premier Success	204-1637PS	$ 180.00	$ 173.63
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Government Cloud	204-1644GC	$ 180.00	$ 173.63
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Sandbox (Full Copy)	204-1644SBF	$ 180.00	$ 173.63
Salesforce.com	Customer Community Members- 10 Members Premier+ Success	204-1631PPS	$ 200.00	$ 192.93
Salesforce.com	Customer Community Member (100 Members) Sandbox (Developer Pro)	204-1477SBD	$ 210.00	$ 202.57
Salesforce.com	Customer Community Members- 10 Members Government Cloud	204-1631GC	$ 240.00	$ 231.51
Salesforce.com	Customer Community Members- 10 Members Sandbox (Full Copy)	204-1631SBF	$ 240.00	$ 231.51
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) (Partial Copy)	204-1637SBP	$ 240.00	$ 231.51
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Sanbox (Developer Pro)	204-1653SBD	$ 280.00	$ 270.10
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Premier Success	204-1645PS	$ 288.00	$ 277.81
Salesforce.com	Partner Community Members - 10 Members Sandbox (Developer Pro)	204-1612SBD	$ 300.00	$ 289.39
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Premier+ Success	204-1637PPS	$ 300.00	$ 289.39
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Sanbox (Developer Pro)	204-1646SBD	$ 300.00	$ 289.39
Salesforce.com	Customer Community Plus- 10 Members Premier Success	204-1619PS	$ 360.00	$ 347.27
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Government Cloud	204-1637GC	$ 360.00	$ 347.27
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Sandbox (Full Copy)	204-1637SBF	$ 360.00	$ 347.27
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Sanbox (Developer Pro)	204-1648SBD	$ 360.00	$ 347.27
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month (Partial Copy)	204-1645SBP	$ 384.00	$ 370.42
Salesforce.com	Customer Community Logins- 200 Logins/Month Premier Success	204-1634PS	$ 450.00	$ 434.09
Salesforce.com	Customer Community Logins- 1000 Logins/Month Sanbox (Developer Pro)	204-1635SBD	$ 450.00	$ 434.09
Salesforce.com	Customer Community Plus- 10 Members (Partial Copy)	204-1619SBP	$ 480.00	$ 463.02
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Sanbox (Developer Pro)	204-1642SBD	$ 480.00	$ 463.02
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Premier+ Success	204-1645PPS	$ 480.00	$ 463.02
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members	204-1647	$ 480.00	$ 463.02

Salesforce.com	Heroku - 1 Dyno	204-1610	$ 540.00	$ 520.90
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Government Cloud	204-1645GC	$ 576.00	$ 555.63
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Sandbox (Full Copy)	204-1645SBF	$ 576.00	$ 555.63
Salesforce.com	Data.com Premium Add on	204-1609	$ 600.00	$ 578.78
Salesforce.com	Customer Community Plus- 10 Members Premier+ Success	204-1619PPS	$ 600.00	$ 578.78
Salesforce.com	Customer Community Logins- 200 Logins/Month (Partial Copy)	204-1634SBP	$ 600.00	$ 578.78
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month	204-1644	$ 600.00	$ 578.78
Salesforce.com	Salesforce Engage	204-1673	$ 600.00	$ 578.78
Salesforce.com	Customer Community Member (500 Members) Sandbox (Developer Pro)	204-1478SBD	$ 600.00	$ 578.78
Salesforce.com	Customer Community Logins (2000 logins/month) Sandbox (Developer Pro)	204-1482SBD	$ 600.00	$ 578.78
Salesforce.com	Customer Community Member (100 Members) Premier Success	204-1477PS	$ 630.00	$ 607.72
Salesforce.com	Customer Community Plus- 10 Members Government Cloud	204-1619GC	$ 720.00	$ 694.54
Salesforce.com	Customer Community Plus- 10 Members Sandbox (Full Copy)	204-1619SBF	$ 720.00	$ 694.54
Salesforce.com	Customer Community Logins- 200 Logins/Month Premier+ Success	204-1634PPS	$ 750.00	$ 723.48
Salesforce.com	Customer Community Members- 10 Members	204-1631	$ 800.00	$ 771.71
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Premier Success	204-1653PS	$ 840.00	$ 810.29
Salesforce.com	Customer Community Member (100 Members) Sandbox (Partial Copy)	204-1477SBP	$ 840.00	$ 810.29
Salesforce.com	Partner Community Members - 10 Members Premier Success	204-1612PS	$ 900.00	$ 868.17
Salesforce.com	Customer Community Logins- 200 Logins/Month Government Cloud	204-1634GC	$ 900.00	$ 868.17
Salesforce.com	Customer Community Logins- 200 Logins/Month Sandbox (Full Copy)	204-1634SBF	$ 900.00	$ 868.17
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Premier Success	204-1646PS	$ 900.00	$ 868.17
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Sanbox (Developer Pro)	204-1654SBD	$ 900.00	$ 868.17
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Sandbox (Developer Pro)	204-1640SBD	$ 960.00	$ 926.05
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Sanbox (Developer Pro)	204-1643SBD	$ 1,020.00	$ 983.93
Salesforce.com	Customer Community Member (100 Members) Premier+ Success	204-1477PPS	$ 1,050.00	$ 1,012.87
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Premier Success	204-1648PS	$ 1,080.00	$ 1,041.81
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month (Partial Copy)	204-1653SBP	$ 1,120.00	$ 1,080.39
Salesforce.com	Partner Community Members - 10 Members Sandbox (Partial Copy)	204-1612SBP	$ 1,200.00	$ 1,157.56
Salesforce.com	Additional 10 Objects for Partner Community Members (10 Members)	204-1637	$ 1,200.00	$ 1,157.56
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month (Partial Copy)	204-1646SBP	$ 1,200.00	$ 1,157.56
Salesforce.com	Pardot- Database - Additional Database Contacts (10000)	204-1657	$ 1,200.00	$ 1,157.56
Salesforce.com	Pardot- Database - File Hosting (500MB)	204-1661	$ 1,200.00	$ 1,157.56
Salesforce.com	Pardot- Database - Inbound Marketing (SEO & Competitor)	204-1664	$ 1,200.00	$ 1,157.56
Salesforce.com	Customer Community Member (100 Members) Sandbox (Full Copy)	204-1477SBF	$ 1,260.00	$ 1,215.44
Salesforce.com	Customer Community Logins- 1000 Logins/Month Premier Success	204-1635PS	$ 1,350.00	$ 1,302.26
Salesforce.com	Customer Community Plus- 1000 Logins/Month Sanbox (Developer Pro)	204-1626SBD	$ 1,400.00	$ 1,350.49
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Premier+ Success	204-1653PPS	$ 1,400.00	$ 1,350.49
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Premier Success	204-1642PS	$ 1,440.00	$ 1,389.07
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members (Partial Copy)	204-1648SBP	$ 1,440.00	$ 1,389.07
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Sanbox (Developer Pro)	204-1649SBD	$ 1,440.00	$ 1,389.07
Salesforce.com	Partner Community Members - 10 Members Premier+ Success	204-1612PPS	$ 1,500.00	$ 1,446.95
Salesforce.com	Customer Community Logins- 5000 Logins/Month Sanbox (Developer Pro)	204-1636SBD	$ 1,500.00	$ 1,446.95
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Premier+ Success	204-1646PPS	$ 1,500.00	$ 1,446.95
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Sanbox (Developer Pro)	204-1650SBD	$ 1,620.00	$ 1,562.71
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Government Cloud	204-1653GC	$ 1,680.00	$ 1,620.59
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Sandbox (Full Copy)	204-1653SBF	$ 1,680.00	$ 1,620.59
Salesforce.com	Partner Community Members - 10 Members Government Cloud	204-1612GC	$ 1,800.00	$ 1,736.34
Salesforce.com	Partner Community Members - 10 Members Sandbox (Full Copy)	204-1612SBF	$ 1,800.00	$ 1,736.34
Salesforce.com	Customer Community Plus- 500 Members Sanbox (Developer Pro)	204-1620SBD	$ 1,800.00	$ 1,736.34

Salesforce.com	Customer Community Logins- 1000 Logins/Month (Partial Copy)	204-1635SBP	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Government Cloud	204-1646GC	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Sandbox (Full Copy)	204-1646SBF	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Premier+ Success	204-1648PPS	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Sanbox (Developer Pro)	204-1655SBD	$ 1,800.00	$ 1,736.34
Salesforce.com	Customer Community Member (500 Members) Premier Success	204-1478PS	$ 1,800.00	$ 1,736.34
Salesforce.com	Customer Community Logins (2000 logins/month) Premier Success	204-1482PS	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members (Partial Copy)	204-1642SBP	$ 1,920.00	$ 1,852.10
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month	204-1645	$ 1,920.00	$ 1,852.10
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Government Cloud	204-1648GC	$ 2,160.00	$ 2,083.61
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Sandbox (Full Copy)	204-1648SBF	$ 2,160.00	$ 2,083.61
Salesforce.com	Customer Community Logins- 1000 Logins/Month Premier+ Success	204-1635PPS	$ 2,250.00	$ 2,170.43
Salesforce.com	Customer Community Plus- 10 Members	204-1619	$ 2,400.00	$ 2,315.12
Salesforce.com	Customer Community Members- 2500 Members Sanbox (Developer Pro)	204-1632SBD	$ 2,400.00	$ 2,315.12
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Premier+ Success	204-1642PPS	$ 2,400.00	$ 2,315.12
Salesforce.com	Public Communities Page Views (1 million/month) Sanbox (Developer Pro)	204-1656SBD	$ 2,400.00	$ 2,315.12
Salesforce.com	Pardot- Database - Automation Rules (50)	204-1670	$ 2,400.00	$ 2,315.12
Salesforce.com	Customer Community Member (500 Members) Sandbox (Partial Copy)	204-1478SBP	$ 2,400.00	$ 2,315.12
Salesforce.com	Customer Community Logins (2000 logins/month) Sandbox (Partial Copy)	204-1482SBP	$ 2,400.00	$ 2,315.12
Salesforce.com	Customer Community Logins- 1000 Logins/Month Government Cloud	204-1635GC	$ 2,700.00	$ 2,604.51
Salesforce.com	Customer Community Logins- 1000 Logins/Month Sandbox (Full Copy)	204-1635SBF	$ 2,700.00	$ 2,604.51
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Premier Success	204-1654PS	$ 2,700.00	$ 2,604.51
Salesforce.com	Customer Community Member (5000 Members) Sandbox (Developer Pro)	204-1479SBD	$ 2,700.00	$ 2,604.51
Salesforce.com	Customer Community Member (5000 Members) Sandbox (Partial Copy)	204-1479SBP	$ 2,700.00	$ 2,604.51
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Premier Success	204-1640PS	$ 2,880.00	$ 2,778.15
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Government Cloud	204-1642GC	$ 2,880.00	$ 2,778.15
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Sandbox (Full Copy)	204-1642SBF	$ 2,880.00	$ 2,778.15
Salesforce.com	Customer Community Logins- 200 Logins/Month	204-1634	$ 3,000.00	$ 2,893.90
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Sanbox (Developer Pro)	204-1651SBD	$ 3,000.00	$ 2,893.90
Salesforce.com	Customer Community Member (500 Members) Premier+ Success	204-1478PPS	$ 3,000.00	$ 2,893.90
Salesforce.com	Customer Community Logins (2000 logins/month) Premier+ Success	204-1482PPS	$ 3,000.00	$ 2,893.90
Salesforce.com	Customer Community Logins (20000 logins/month) Sandbox (Developer Pro)	204-1483SBD	$ 3,000.00	$ 2,893.90
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Premier Success	204-1643PS	$ 3,060.00	$ 2,951.78
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month (Partial Copy)	204-1654SBP	$ 3,600.00	$ 3,472.69
Salesforce.com	Customer Community Member (500 Members) Sandbox (Full Copy)	204-1478SBF	$ 3,600.00	$ 3,472.69
Salesforce.com	Customer Community Logins (2000 logins/month) Sandbox (Full Copy)	204-1482SBF	$ 3,600.00	$ 3,472.69
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Sandbox (Partial Copy)	204-1640SBP	$ 3,840.00	$ 3,704.20
Salesforce.com	Pardot- Database - Quick Start (one time fee)	204-1671	$ 4,000.00	$ 3,858.54
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members (Partial Copy)	204-1643SBP	$ 4,080.00	$ 3,935.71
Salesforce.com	Customer Community Plus- 1000 Logins/Month Premier Success	204-1626PS	$ 4,200.00	$ 4,051.47
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Sanbox (Developer Pro)	204-1638SBD	$ 4,320.00	$ 4,167.22
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Premier Success	204-1649PS	$ 4,320.00	$ 4,167.22
Salesforce.com	Customer Community Plus- 5000 Logins/Month Sanbox (Developer Pro)	204-1627SBD	$ 4,500.00	$ 4,340.86
Salesforce.com	Customer Community Logins- 5000 Logins/Month Premier Success	204-1636PS	$ 4,500.00	$ 4,340.86
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Sanbox (Developer Pro)	204-1652SBD	$ 4,500.00	$ 4,340.86
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Premier+ Success	204-1654PPS	$ 4,500.00	$ 4,340.86
Salesforce.com	Partner Community Logins- 2000 Logins/Month Sandbox (Developer Pro)	204-1616SBD	$ 4,800.00	$ 4,630.25
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Premier+ Success	204-1640PPS	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Custom Object Intergration (4)	204-1658	$ 4,800.00	$ 4,630.25

Salesforce.com	Pardot- Database - API Access (100000/day)	204-1659	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Advanced Email Analytics	204-1660	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Advanced Dynamic Content	204-1662	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Google Adwords Integration	204-1665	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Social Profiles & Lookups	204-1667	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Expansion Pack	204-1669	$ 4,800.00	$ 4,630.25
Salesforce.com	BCC Email Compliance	204-1672	$ 4,800.00	$ 4,630.25
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Premier Success	204-1650PS	$ 4,860.00	$ 4,688.12
Salesforce.com	Customer Community Members- 10000 Members Sanbox (Developer Pro)	204-1633SBD	$ 5,100.00	$ 4,919.64
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Premier+ Success	204-1643PPS	$ 5,100.00	$ 4,919.64
Salesforce.com	Customer Community Plus- 500 Members Premier Success	204-1620PS	$ 5,400.00	$ 5,209.03
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Government Cloud	204-1654GC	$ 5,400.00	$ 5,209.03
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Sandbox (Full Copy)	204-1654SBF	$ 5,400.00	$ 5,209.03
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Premier Success	204-1655PS	$ 5,400.00	$ 5,209.03
Salesforce.com	Customer Community Plus- 1000 Logins/Month (Partial Copy)	204-1626SBP	$ 5,600.00	$ 5,401.95
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month	204-1653	$ 5,600.00	$ 5,401.95
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Government Cloud	204-1640GC	$ 5,760.00	$ 5,556.30
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Sandbox (Full Copy)	204-1640SBF	$ 5,760.00	$ 5,556.30
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members (Partial Copy)	204-1649SBP	$ 5,760.00	$ 5,556.30
Salesforce.com	Partner Community Members - 10 Members	204-1612	$ 6,000.00	$ 5,787.81
Salesforce.com	Customer Community Logins- 5000 Logins/Month (Partial Copy)	204-1636SBP	$ 6,000.00	$ 5,787.81
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month	204-1646	$ 6,000.00	$ 5,787.81
Salesforce.com	Pardot- Database - Dedicated IP	204-1663	$ 6,000.00	$ 5,787.81
Salesforce.com	Pardot- Database - Custom User Roles (Unlimited)	204-1666	$ 6,000.00	$ 5,787.81
Salesforce.com	Customer Community Logins (100000 logins/month) Sandbox (Developer Pro)	204-1484SBD	$ 6,000.00	$ 5,787.81
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Government Cloud	204-1643GC	$ 6,120.00	$ 5,903.56
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Sandbox (Full Copy)	204-1643SBF	$ 6,120.00	$ 5,903.56
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members (Partial Copy)	204-1650SBP	$ 6,480.00	$ 6,250.83
Salesforce.com	Customer Community Plus- 1000 Logins/Month Premier+ Success	204-1626PPS	$ 7,000.00	$ 6,752.44
Salesforce.com	Customer Community Plus- 500 Members (Partial Copy)	204-1620SBP	$ 7,200.00	$ 6,945.37
Salesforce.com	Customer Community Plus- 2500 Members Sanbox (Developer Pro)	204-1621SBD	$ 7,200.00	$ 6,945.37
Salesforce.com	Customer Community Members- 2500 Members Premier Success	204-1632PS	$ 7,200.00	$ 6,945.37
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members	204-1648	$ 7,200.00	$ 6,945.37
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Premier+ Success	204-1649PPS	$ 7,200.00	$ 6,945.37
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month (Partial Copy)	204-1655SBP	$ 7,200.00	$ 6,945.37
Salesforce.com	Public Communities Page Views (1 million/month) Premier Success	204-1656PS	$ 7,200.00	$ 6,945.37
Salesforce.com	Customer Community Logins- 5000 Logins/Month Premier+ Success	204-1636PPS	$ 7,500.00	$ 7,234.76
Salesforce.com	Customer Community Member (25000 Members) Sandbox (Developer Pro)	204-1480SBD	$ 7,500.00	$ 7,234.76
Salesforce.com	Customer Community Plus- 5000 Members Sanbox (Developer Pro)	204-1622SBD	$ 8,100.00	$ 7,813.54
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Premier+ Success	204-1650PPS	$ 8,100.00	$ 7,813.54
Salesforce.com	Customer Community Member (5000 Members) Premier Success	204-1479PS	$ 8,100.00	$ 7,813.54
Salesforce.com	Customer Community Plus- 1000 Logins/Month Government Cloud	204-1626GC	$ 8,400.00	$ 8,102.93
Salesforce.com	Customer Community Plus- 1000 Logins/Month Sandbox (Full Copy)	204-1626SBF	$ 8,400.00	$ 8,102.93
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Government Cloud	204-1649GC	$ 8,640.00	$ 8,334.44
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Sandbox (Full Copy)	204-1649SBF	$ 8,640.00	$ 8,334.44
Salesforce.com	Customer Community Plus- 500 Members Premier+ Success	204-1620PPS	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Plus- 20000 Logins/Month Sanbox (Developer Pro)	204-1628SBD	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Logins- 1000 Logins/Month	204-1635	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Logins- 5000 Logins/Month Government Cloud	204-1636GC	$ 9,000.00	$ 8,681.71

Salesforce.com	Customer Community Logins- 5000 Logins/Month Sandbox (Full Copy)	204-1636SBF	$ 9,000.00	$ 8,681.71
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Premier Success	204-1651PS	$ 9,000.00	$ 8,681.71
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Premier+ Success	204-1655PPS	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Logins (20000 logins/month) Premier Success	204-1483PS	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Members- 2500 Members (Partial Copy)	204-1632SBP	$ 9,600.00	$ 9,260.49
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members	204-1642	$ 9,600.00	$ 9,260.49
Salesforce.com	Public Communities Page Views (1 million/month) (Partial Copy)	204-1656SBP	$ 9,600.00	$ 9,260.49
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Government Cloud	204-1650GC	$ 9,720.00	$ 9,376.25
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Sandbox (Full Copy)	204-1650SBF	$ 9,720.00	$ 9,376.25
Salesforce.com	Customer Community Plus- 500 Members Government Cloud	204-1620GC	$ 10,800.00	$ 10,418.06
Salesforce.com	Customer Community Plus- 500 Members Sandbox (Full Copy)	204-1620SBF	$ 10,800.00	$ 10,418.06
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Government Cloud	204-1655GC	$ 10,800.00	$ 10,418.06
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Sandbox (Full Copy)	204-1655SBF	$ 10,800.00	$ 10,418.06
Salesforce.com	Customer Community Members- 2500 Members Premier+ Success	204-1632PPS	$ 12,000.00	$ 11,575.62
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Sanbox (Developer Pro)	204-1639SBD	$ 12,000.00	$ 11,575.62
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members (Partial Copy)	204-1651SBP	$ 12,000.00	$ 11,575.62
Salesforce.com	Public Communities Page Views (1 million/month) Premier+ Success	204-1656PPS	$ 12,000.00	$ 11,575.62
Salesforce.com	Pardot- Database - Phone Support	204-1668	$ 12,000.00	$ 11,575.62
Salesforce.com	Customer Community Logins (20000 logins/month) Sandbox (Partial Copy)	204-1483SBP	$ 12,000.00	$ 11,575.62
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Premier Success	204-1638PS	$ 12,960.00	$ 12,501.67
Salesforce.com	Customer Community Plus- 5000 Logins/Month Premier Success	204-1627PS	$ 13,500.00	$ 13,022.57
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Premier Success	204-1652PS	$ 13,500.00	$ 13,022.57
Salesforce.com	Customer Community Member (5000 Members) Premier+ Success	204-1479PPS	$ 13,500.00	$ 13,022.57
Salesforce.com	Heroku - 1000 Add On Credit	204-1611	$ 14,400.00	$ 13,890.74
Salesforce.com	Partner Community Logins- 2000 Logins/Month Premier Success	204-1616PS	$ 14,400.00	$ 13,890.74
Salesforce.com	Customer Community Members- 2500 Members Government Cloud	204-1632GC	$ 14,400.00	$ 13,890.74
Salesforce.com	Customer Community Members- 2500 Members Sandbox (Full Copy)	204-1632SBF	$ 14,400.00	$ 13,890.74
Salesforce.com	Public Communities Page Views (1 million/month) Government Cloud	204-1656GC	$ 14,400.00	$ 13,890.74
Salesforce.com	Public Communities Page Views (1 million/month) Sandbox (Full Copy)	204-1656SBF	$ 14,400.00	$ 13,890.74
Salesforce.com	Customer Community Plus- 10000 Members Sanbox (Developer Pro)	204-1623SBD	$ 15,000.00	$ 14,469.52
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Premier+ Success	204-1651PPS	$ 15,000.00	$ 14,469.52
Salesforce.com	Customer Community Logins (20000 logins/month) Premier+ Success	204-1483PPS	$ 15,000.00	$ 14,469.52
Salesforce.com	Customer Community Members- 10000 Members Premier Success	204-1633PS	$ 15,300.00	$ 14,758.91
Salesforce.com	Customer Community Member (5000 Members) Sandbox (Full Copy)	204-1479SBF	$ 16,200.00	$ 15,627.08
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) (Partial Copy)	204-1638SBP	$ 17,280.00	$ 16,668.89
Salesforce.com	Customer Community Plus- 5000 Logins/Month (Partial Copy)	204-1627SBP	$ 18,000.00	$ 17,363.43
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Government Cloud	204-1651GC	$ 18,000.00	$ 17,363.43
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Sandbox (Full Copy)	204-1651SBF	$ 18,000.00	$ 17,363.43
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members (Partial Copy)	204-1652SBP	$ 18,000.00	$ 17,363.43
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month	204-1654	$ 18,000.00	$ 17,363.43
Salesforce.com	Customer Community Logins (20000 logins/month) Sandbox (Full Copy)	204-1483SBF	$ 18,000.00	$ 17,363.43
Salesforce.com	Customer Community Plus- 5000 Members Premier Success	204-1622PS	$ 24,300.00	$ 23,440.62
Salesforce.com	Customer Community Members- 10000 Members Premier+ Success	204-1633PPS	$ 25,500.00	$ 24,598.19
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Government Cloud	204-1638GC	$ 25,920.00	$ 25,003.33
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Sandbox (Full Copy)	204-1638SBF	$ 25,920.00	$ 25,003.33
Salesforce.com	Customer Community Plus- 5000 Logins/Month Government Cloud	204-1627GC	$ 27,000.00	$ 26,045.14
Salesforce.com	Customer Community Plus- 5000 Logins/Month Sandbox (Full Copy)	204-1627SBF	$ 27,000.00	$ 26,045.14
Salesforce.com	Customer Community Plus- 20000 Logins/Month Premier Success	204-1628PS	$ 27,000.00	$ 26,045.14
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Government Cloud	204-1652GC	$ 27,000.00	$ 26,045.14

Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Sandbox (Full Copy)	204-1652SBF	$ 27,000.00	$ 26,045.14
Salesforce.com	Customer Community Plus- 1000 Logins/Month	204-1626	$ 28,000.00	$ 27,009.77
Salesforce.com	Partner Community Logins- 2000 Logins/Month Government Cloud	204-1616GC	$ 28,800.00	$ 27,781.48
Salesforce.com	Partner Community Logins- 2000 Logins/Month Sandbox (Full Copy)	204-1616SBF	$ 28,800.00	$ 27,781.48
Salesforce.com	Customer Community Plus- 2500 Members (Partial Copy)	204-1621SBP	$ 28,800.00	$ 27,781.48
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members	204-1649	$ 28,800.00	$ 27,781.48
Salesforce.com	Customer Community Logins- 5000 Logins/Month	204-1636	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Member (25000 Members) Sandbox (Partial Copy)	204-1480SBP	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Member (250000 Members) Sandbox (Developer Pro)	204-1481SBD	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Logins (100000 logins/month) Premier+ Success	204-1484PPS	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Logins (1000000 logins/month) Sandbox (Developer Pro)	204-1485SBD	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Members- 10000 Members Government Cloud	204-1633GC	$ 30,600.00	$ 29,517.82
Salesforce.com	Customer Community Members- 10000 Members Sandbox (Full Copy)	204-1633SBF	$ 30,600.00	$ 29,517.82
Salesforce.com	Customer Community Plus- 5000 Members (Partial Copy)	204-1622SBP	$ 32,400.00	$ 31,254.17
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members	204-1650	$ 32,400.00	$ 31,254.17
Salesforce.com	Customer Community Plus- 500 Members	204-1620	$ 36,000.00	$ 34,726.85
Salesforce.com	Customer Community Plus- 2500 Members Premier+ Success	204-1621PPS	$ 36,000.00	$ 34,726.85
Salesforce.com	Customer Community Plus- 20000 Logins/Month (Partial Copy)	204-1628SBP	$ 36,000.00	$ 34,726.85
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Premier Success	204-1639PS	$ 36,000.00	$ 34,726.85
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month	204-1655	$ 36,000.00	$ 34,726.85
Salesforce.com	Customer Community Logins (100000 logins/month) Sandbox (Full Copy)	204-1484SBF	$ 36,000.00	$ 34,726.85
Salesforce.com	Customer Community Member (25000 Members) Premier+ Success	204-1480PPS	$ 37,500.00	$ 36,173.80
Salesforce.com	Customer Community Plus- 5000 Members Premier+ Success	204-1622PPS	$ 40,500.00	$ 39,067.71
Salesforce.com	Customer Community Plus- 2500 Members Government Cloud	204-1621GC	$ 43,200.00	$ 41,672.22
Salesforce.com	Customer Community Plus- 2500 Members Sandbox (Full Copy)	204-1621SBF	$ 43,200.00	$ 41,672.22
Salesforce.com	Customer Community Plus- 10000 Members Premier Success	204-1623PS	$ 45,000.00	$ 43,408.56
Salesforce.com	Customer Community Plus- 20000 Logins/Month Premier+ Success	204-1628PPS	$ 45,000.00	$ 43,408.56
Salesforce.com	Customer Community Member (25000 Members) Sandbox (Full Copy)	204-1480SBF	$ 45,000.00	$ 43,408.56
Salesforce.com	Customer Community Members- 2500 Members	204-1632	$ 48,000.00	$ 46,302.47
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) (Partial Copy)	204-1639SBP	$ 48,000.00	$ 46,302.47
Salesforce.com	Public Communities Page Views (1 million/month)	204-1656	$ 48,000.00	$ 46,302.47
Salesforce.com	Customer Community Plus- 5000 Members Government Cloud	204-1622GC	$ 48,600.00	$ 46,881.25
Salesforce.com	Customer Community Plus- 5000 Members Sandbox (Full Copy)	204-1622SBF	$ 48,600.00	$ 46,881.25
Salesforce.com	Customer Community Plus- 20000 Logins/Month Government Cloud	204-1628GC	$ 54,000.00	$ 52,090.28
Salesforce.com	Customer Community Plus- 20000 Logins/Month Sandbox (Full Copy)	204-1628SBF	$ 54,000.00	$ 52,090.28
Salesforce.com	Partner Community Members- 25000 Members Sandbox (Developer Pro)	204-1614SBD	$ 60,000.00	$ 57,878.09
Salesforce.com	Customer Community Plus- 10000 Members (Partial Copy)	204-1623SBP	$ 60,000.00	$ 57,878.09
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Premier+ Success	204-1639PPS	$ 60,000.00	$ 57,878.09
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members	204-1651	$ 60,000.00	$ 57,878.09
Salesforce.com	Partner Community Members- 5000 Members Premier Success	204-1613PS	$ 64,800.00	$ 62,508.33
Salesforce.com	Customer Community Plus- 25000 Members Premier Success	204-1624PS	$ 67,500.00	$ 65,112.85
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Government Cloud	204-1639GC	$ 72,000.00	$ 69,453.70
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Sandbox (Full Copy)	204-1639SBF	$ 72,000.00	$ 69,453.70
Salesforce.com	Customer Community Plus- 10000 Members Premier+ Success	204-1623PPS	$ 75,000.00	$ 72,347.61
Salesforce.com	Partner Community Members- 5000 Members Sandbox (Partial Copy)	204-1613SBP	$ 86,400.00	$ 83,344.44
Salesforce.com	Additional 10 Objects for Partner Community Members (5000 Members)	204-1638	$ 86,400.00	$ 83,344.44
Salesforce.com	Customer Community Plus- 10000 Members Government Cloud	204-1623GC	$ 90,000.00	$ 86,817.13
Salesforce.com	Customer Community Plus- 10000 Members Sandbox (Full Copy)	204-1623SBF	$ 90,000.00	$ 86,817.13
Salesforce.com	Customer Community Plus- 25000 Members (Partial Copy)	204-1624SBP	$ 90,000.00	$ 86,817.13

Salesforce.com	Customer Community Plus- 5000 Logins/Month	204-1627	$ 90,000.00	$ 86,817.13
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members	204-1652	$ 90,000.00	$ 86,817.13
Salesforce.com	Customer Community Member (250000 Members) Premier Success	204-1481PS	$ 90,000.00	$ 86,817.13
Salesforce.com	Customer Community Logins (1000000 logins/month) Premier Success	204-1485PS	$ 90,000.00	$ 86,817.13
Salesforce.com	Partner Community Logins- 2000 Logins/Month	204-1616	$ 96,000.00	$ 92,604.94
Salesforce.com	Customer Community Members- 10000 Members	204-1633	$ 102,000.00	$ 98,392.75
Salesforce.com	Partner Community Members- 5000 Members Premier+ Success	204-1613PPS	$ 108,000.00	$ 104,180.55
Salesforce.com	Customer Community Plus- 25000 Members Premier+ Success	204-1624PPS	$ 112,500.00	$ 108,521.41
Salesforce.com	Customer Community Member (250000 Members) Sandbox (Partial Copy)	204-1481SBP	$ 120,000.00	$ 115,756.17
Salesforce.com	Customer Community Logins (1000000 logins/month) Sandbox (Partial Copy)	204-1485SBP	$ 120,000.00	$ 115,756.17
Salesforce.com	Partner Community Members- 5000 Members Government Cloud	204-1613GC	$ 129,600.00	$ 125,016.66
Salesforce.com	Partner Community Members- 5000 Members Sandbox (Full Copy)	204-1613SBF	$ 129,600.00	$ 125,016.66
Salesforce.com	Customer Community Plus- 25000 Members Government Cloud	204-1624GC	$ 135,000.00	$ 130,225.69
Salesforce.com	Customer Community Plus- 25000 Members Sandbox (Full Copy)	204-1624SBF	$ 135,000.00	$ 130,225.69
Salesforce.com	Customer Community Plus- 2500 Members	204-1621	$ 144,000.00	$ 138,907.41
Salesforce.com	Customer Community Member (250000 Members) Premier+ Success	204-1481PPS	$ 150,000.00	$ 144,695.21
Salesforce.com	Customer Community Logins (1000000 logins/month) Premier+ Success	204-1485PPS	$ 150,000.00	$ 144,695.21
Salesforce.com	Customer Community Plus- 5000 Members	204-1622	$ 162,000.00	$ 156,270.83
Salesforce.com	Partner Community Members- 25000 Members Premier Success	204-1614PS	$ 180,000.00	$ 173,634.26
Salesforce.com	Customer Community Plus- 20000 Logins/Month	204-1628	$ 180,000.00	$ 173,634.26
Salesforce.com	Customer Community Member (250000 Members) Sandbox (Full Copy)	204-1481SBF	$ 180,000.00	$ 173,634.26
Salesforce.com	Customer Community Logins (1000000 logins/month) Sandbox (Full Copy)	204-1485SBF	$ 180,000.00	$ 173,634.26
Salesforce.com	Partner Community Members- 25000 Members Sandbox (Partial Copy)	204-1614SBP	$ 240,000.00	$ 231,512.34
Salesforce.com	Additional 10 Objects for Partner Community Members (25000 Members)	204-1639	$ 240,000.00	$ 231,512.34
Salesforce.com	Partner Community Members- 25000 Members Premier+ Success	204-1614PPS	$ 300,000.00	$ 289,390.43
Salesforce.com	Partner Community Members Sandbox (20 Members)	204-1468SB	$ 2,520.00	$ 2,413.11
Salesforce.com	Partner Community Members Sandbox (100 Members)	204-1469SB	$ 9,000.00	$ 8,618.24
Salesforce.com	Partner Community Members Sandbox (500 Members)	204-1470SB	$ 28,800.00	$ 27,578.36
Salesforce.com	Partner Community Members Sandbox (10000 Members)	204-1472SB	$ 450,000.00	$ 430,911.84
Salesforce.com	Partner Community Members Premier Support (20 Members)	204-1468PS	$ 1,260.00	$ 1,206.55
Salesforce.com	Partner Community Members Premier Support (100 Members)	204-1469PS	$ 4,500.00	$ 4,309.12
Salesforce.com	Partner Community Members Premier Support (500 Members)	204-1470PS	$ 14,400.00	$ 13,789.18
Salesforce.com	Partner Community Members Premier Support+ (20 Members)	204-1468PPS	$ 2,100.00	$ 2,010.92
Salesforce.com	Partner Community Members Premier Support+ (100 Members)	204-1469PPS	$ 7,500.00	$ 7,181.86
Salesforce.com	Partner Community Members Premier Support+ (500 Members)	204-1470PPS	$ 24,000.00	$ 22,981.96
Salesforce.com	Customer Community Members Sandbox (500 Members)	204-1478SB	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Members Sandbox (5000 Members)	204-1479SB	$ 14,400.00	$ 13,783.38
Salesforce.com	Customer Community Plus (20 Members) Premier Support	204-1563PS	$ 540.00	$ 516.88
Salesforce.com	Customer Community Plus (100 Members) Premier Support	204-1564PS	$ 1,800.00	$ 1,722.92
Salesforce.com	Customer Community Plus (200 Logins/Month) Premier Support	204-1565PS	$ 1,260.00	$ 1,206.05
Salesforce.com	Customer Community Plus (2000 Logins/Month) Premier Support	204-1566PS	$ 7,200.00	$ 6,891.69
Salesforce.com	Customer Community Plus (20 Members) Premier+ Support	204-1563PPS	$ 900.00	$ 861.46
Salesforce.com	Customer Community Plus (100 Members) Premier+ Support	204-1564PPS	$ 3,000.00	$ 2,871.54
Salesforce.com	Customer Community Plus (200 Logins/Month) Premier+ Support	204-1565PPS	$ 2,100.00	$ 2,010.08
Salesforce.com	Customer Community Plus (2000 Logins/Month) Premier+ Support	204-1566PPS	$ 12,000.00	$ 11,486.15
Salesforce.com	Customer Community Plus (20 Members) Sandbox	204-1563SB	$ 1,080.00	$ 1,033.75
Salesforce.com	Customer Community Plus (100 Members) Sandbox	204-1564SB	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Plus (200 Logins/Month) Sandbox	204-1565SB	$ 2,520.00	$ 2,412.09
Salesforce.com	Customer Community Plus (2000 Logins/Month) Sandbox	204-1566SB	$ 14,400.00	$ 13,783.38

Salesforce.com	Lightning Connect (Price is per connection)	204-1674	$ 48,000.00	$ 46,302.47
Salesforce.com	Analytics Cloud - Additional Data Rows (100 Million)	204-1675	$ 48,000.00	$ 46,302.47
Salesforce.com	Analytics Cloud - Additional Data Rows (100 Million) Government Cloud	204-1675GC	$ 14,400.00	$ 13,890.74
Salesforce.com	Analytics Cloud - Sales Wave Analytics App	204-1676	$ 900.00	$ 868.17
Salesforce.com	Customer Community Plus- 10000 Members	204-1623	$ 300,000.00	$ 289,390.43
Salesforce.com	Partner Community Members- 25000 Members Government Cloud	204-1614GC	$ 360,000.00	$ 347,268.51
Salesforce.com	Partner Community Members- 25000 Members Sandbox (Full Copy)	204-1614SBF	$ 360,000.00	$ 347,268.51
Salesforce.com	Partner Community Members- 5000 Members	204-1613	$ 432,000.00	$ 416,722.22
Salesforce.com	Customer Community Plus- 25000 Members	204-1624	$ 450,000.00	$ 434,085.64
Salesforce.com	Partner Community Members- 25000 Members	204-1614	$ 1,200,000.00	$ 1,157,561.71
Salesforce.com	Customer Community Logins (100000 logins/month) Premier Success	204-1484PS	$ 18,000.00	$ 17,363.43
Salesforce.com	Partner Community Logins- 2000 Logins/Month Sandbox (Partial Copy)	204-1616SBP	$ 19,200.00	$ 18,520.99
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month	204-1640	$ 19,200.00	$ 18,520.99
Salesforce.com	Customer Community Members- 10000 Members (Partial Copy)	204-1633SBP	$ 20,400.00	$ 19,678.55
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members	204-1643	$ 20,400.00	$ 19,678.55
Salesforce.com	Partner Community Members- 5000 Members Sandbox (Developer Pro)	204-1613SBD	$ 21,600.00	$ 20,836.11
Salesforce.com	Customer Community Plus- 2500 Members Premier Success	204-1621PS	$ 21,600.00	$ 20,836.11
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Premier+ Success	204-1638PPS	$ 21,600.00	$ 20,836.11
Salesforce.com	Customer Community Plus- 25000 Members Sanbox (Developer Pro)	204-1624SBD	$ 22,500.00	$ 21,704.28
Salesforce.com	Customer Community Plus- 5000 Logins/Month Premier+ Success	204-1627PPS	$ 22,500.00	$ 21,704.28
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Premier+ Success	204-1652PPS	$ 22,500.00	$ 21,704.28
Salesforce.com	Customer Community Member (25000 Members) Premier Success	204-1480PS	$ 22,500.00	$ 21,704.28
Salesforce.com	Partner Community Logins- 2000 Logins/Month Premier+ Success	204-1616PPS	$ 24,000.00	$ 23,151.23
Salesforce.com	Customer Community Logins (100000 logins/month) Sandbox (Partial Copy)	204-1484SBP	$ 24,000.00	$ 23,151.23
Salesforce.com	Partner Community Logins Premier Support (5000 Logins/Month)	204-1475PS	$ 36,000.00	$ 34,458.44
Salesforce.com	Partner Community Logins Sandbox (5000 Logins/Month)	204-1475SB	$ 72,000.00	$ 68,916.88
Salesforce.com	Partner Community Logins (20000 Logins/Month)	204-1476	$ 480,000.00	$ 459,445.84
Salesforce.com	Partner Community Logins (20000 Logins/Month) Government Cloud	204-1476GC	$ 144,000.00	$ 137,833.75
Salesforce.com	Partner Community Logins Premier Support (20000 Logins/Month)	204-1476PS	$ 72,000.00	$ 68,916.88
Salesforce.com	Partner Community Logins Sandbox (20000 Logins/Month)	204-1476SB	$ 144,000.00	$ 137,833.75
Salesforce.com	Customer Community Members (100 Members)	204-1477	$ 4,200.00	$ 4,020.15
Salesforce.com	Customer Community Members (100 Members) Government Cloud	204-1477GC	$ 1,260.00	$ 1,206.05
Salesforce.com	Customer Community Members Sandbox (100 Members)	204-1477SB	$ 1,260.00	$ 1,206.05
Salesforce.com	Customer Community Logins (100000 Logins/Month) Government Cloud	204-1484GC	$ 36,000.00	$ 34,458.44
Salesforce.com	Analytics Cloud - Sales Wave Analytics App Government Cloud	204-1676GC	$ 270.00	$ 260.45
Salesforce.com	Apex Debugger	204-1677	$ 18,000.00	$ 17,363.43
Salesforce.com	Apex Debugger	204-1677GC	$ 5,400.00	$ 5,209.03
Salesforce.com	Platform Cache	204-1678	$ 3,600.00	$ 3,472.69
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition	204-1679	$ 3,600.00	$ 3,472.69
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition Government Cloud	204-1679GC	$ 1,080.00	$ 1,041.81
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition Premier Success	204-1679PS	$ 540.00	$ 520.90
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition Premier + Success	204-1679PPS	$ 900.00	$ 868.17
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition Sandbox (Developer Pro)	204-1679SBD	$ 180.00	$ 173.63
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition (Sandbox Full Copy)	204-1679SBF	$ 1,080.00	$ 1,041.81
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition (Sandbox Partial Copy)	204-1679SBP	$ 720.00	$ 694.54
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition	204-1680	$ 5,400.00	$ 5,209.03
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition Government Cloud	204-1680GC	$ 270.00	$ 260.45
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition Premier Success	204-1680PS	$ 810.00	$ 781.35
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition Premier + Success	204-1680PPS	$ 1,350.00	$ 1,302.26

Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition Sandbox (Developer Pro)	204-1680SBD	$ 270.00	$ 260.45
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition (Sandbox Full Copy)	204-1680SBF	$ 1,620.00	$ 1,562.71
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition (Sandbox Partial Copy)	204-1680SBP	$ 270.00	$ 260.45
Salesforce.com	SOS	204-1681	$ 1,800.00	$ 1,736.34
Salesforce.com	Force.com App Bundle PXE	204-1529	$ 960.00	$ 919.28
Salesforce.com	Force.com App Bundle UE	204-1530	$ 960.00	$ 919.28
Salesforce.com	Force.com App Bundle UE Government Cloud	204-1530GC	$ 48.00	$ 45.94
Salesforce.com	Force.com Admin PXE	204-1531	$ 900.00	$ 861.82
Salesforce.com	Additional Scheduled Analytics Bundle (price is per org)	204-1532	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 5 Additional Dynamic Dashboards (price is per org)	204-1533	$ 3,000.00	$ 2,872.75
Salesforce.com	Company Community (add on for Force.com)	204-1534	$ 240.00	$ 229.82
Salesforce.com	Customer Community Plus (200 Logins/Month) Government Cloud	204-1565GC	$ 2,520.00	$ 2,412.09
Salesforce.com	Customer Community Plus (2000 Logins/Month)	204-1566	$ 48,000.00	$ 45,944.58
Salesforce.com	Customer Community Plus (2000 Logins/Month) Government Cloud	204-1566GC	$ 14,400.00	$ 13,783.38
Salesforce.com	Customer Community Plus (20 Members) Premier Support	204-1567	$ 540.00	$ 516.88
Salesforce.com	Customer Community Plus (100 Members) Premier Support	204-1568	$ 1,800.00	$ 1,722.92
Salesforce.com	Customer Community Plus (200 Logins/Month) Premier Support	204-1569	$ 1,260.00	$ 1,206.05
Salesforce.com	Customer Community Plus (2000 Logins/Month) Premier Support	204-1570	$ 7,200.00	$ 6,891.69
Salesforce.com	Customer Community Plus (20 Members) Premier+ Support	204-1571	$ 900.00	$ 861.46
Salesforce.com	Customer Community Plus (100 Members) Premier+ Support	204-1572	$ 3,000.00	$ 2,871.54
Salesforce.com	Customer Community Plus (200 Logins/Month) Premier+ Support	204-1573	$ 2,100.00	$ 2,010.08
Salesforce.com	Customer Community Plus (2000 Logins/Month) Premier+ Support	204-1574	$ 12,000.00	$ 11,486.15
Salesforce.com	Customer Community Plus (20 Members) Sandbox	204-1575	$ 1,080.00	$ 1,033.75
Salesforce.com	Customer Community Plus (100 Members) Sandbox	204-1576	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Plus (200 Logins/Month) Sandbox	204-1577	$ 2,520.00	$ 2,412.09
Salesforce.com	Customer Community Plus (2000 Logins/Month) Sandbox	204-1578	$ 14,400.00	$ 13,783.38
Salesforce.com	Employee Community only	204-1579	$ 240.00	$ 229.72
Salesforce.com	Employee Community only Government Cloud	204-1579GC	$ 72.00	$ 68.92
Salesforce.com	Employee Help Desk only	204-1580	$ 60.00	$ 57.43
Salesforce.com	Employee Help Desk only Government Cloud	204-1580GC	$ 18.00	$ 17.23
Salesforce.com	Files Connect	204-1590	$ 84.00	$ 80.44
Salesforce.com	Sites Pageviews (1 Million/month) - (price is per org)	204-1591	$ 24,000.00	$ 22,981.96
Salesforce.com	Unlimited Apps Pack	204-1592	$ 900.00	$ 861.82
Salesforce.com	Desk.com - Standard	204-1593	$ 420.00	$ 402.18
Salesforce.com	Desk.com - Pro	204-1594	$ 840.00	$ 804.37
Salesforce.com	Desk.com - Business	204-1595	$ 1,320.00	$ 1,264.01
Salesforce.com	Desk.com - Flex Bundle 1 (20 hours)	204-1596	$ 360.00	$ 344.73
Salesforce.com	Desk.com - Flex Bundle 2 (50 hours)	204-1597	$ 780.00	$ 746.91
Salesforce.com	Desk.com - Flex Bundle 3 (100 hours)	204-1598	$ 1,380.00	$ 1,321.46
Salesforce.com	Desk.com - Flex Bundle 4 (250 hours)	204-1599	$ 3,000.00	$ 2,872.75
Salesforce.com	Desk.com - Flex Bundle 5 (500 hours)	204-1600	$ 5,100.00	$ 4,883.67
Salesforce.com	Desk.com - Portal SSL	204-1601	$ 348.00	$ 333.24
Salesforce.com	Desk - Configuration +	204-1602	$ 3,000.00	$ 2,872.75
Salesforce.com	Desk - Advanced	204-1603	$ 3,500.00	$ 3,351.54
Salesforce.com	Desk - Data Import	204-1604	$ 1,500.00	$ 1,436.37
Salesforce.com	External Identity (25000 Unique Users/month) 5	204-1605	$ 24,000.00	$ 22,981.96
Salesforce.com	External Identity (250000 Unique Users/month) 5	204-1606	$ 120,000.00	$ 114,909.82
Salesforce.com	External Identity (1000000 Unique Users/month) 5	204-1607	$ 200,000.00	$ 191,516.37
Salesforce.com	External Identity (5000000 Unique Users/month) 5	204-1608	$ 500,000.00	$ 478,790.93

SAP	SAP ByDesign Base Fee	8000340	$ 1,650.00	$ 1,468.50
SAP	SAP ByDesign Enterprise Private Edition	8000274	$ 16,500.00	$ 14,685.00
SAP	SAP ByDesign CRM Sales Team User	8000046	$ 87.00	$ 77.43
SAP	SAP ByDesign Project Management Team User	8002711	$ 87.00	$ 77.43
SAP	SAP By Design Standard Enterprise User	8000045	$ 146.00	$ 129.94
SAP	SAP ByDesign SCM Enterprise User	8000044	$ 197.00	$ 175.33
SAP	SAP ByDesign Standard Self-Service User	8000049	$ 17.00	$ 15.13
SAP	SAP ByDesign SCM Self-Service User	8000048	$ 24.00	$ 21.36
SAP	SAP ByDesign Project Mgt Self Service User	8000047	$ 24.00	$ 21.36
SAP	SAP ByDesign Localization Fee	8002712	$ 880.00	$ 783.20
SAP	SAP ByDesign Test Tenant	8002713	$ 1,155.00	$ 1,027.95
SAP	SAP ByDesign Additional Productive Tenant	8000275	$ 1,155.00	$ 1,027.95
SAP	SAP Cloud Applications Studio	8000570	$ 184.00	$ 163.76
SAP	SAP Communication Center by ANCILE, base	8002954	$ 18,370.00	$ 16,349.30
SAP	SAP Communication Center by ANCILE, user	8002955	$ 26.00	$ 23.14
SAP	SAP Assessment Mgmt by Questionmark	8002535-1	$ 2.67	$ 2.38
SAP	SAP Assessment Mgmt by Questionmark	8002535-2	$ 2.58	$ 2.30
SAP	SAP Assessment Mgmt by Questionmark	8002535-3	$ 2.48	$ 2.21
SAP	SAP Assessment Mgmt by Questionmark	8002535-4	$ 2.39	$ 2.13
SAP	SAP Assessment Mgmt by Questionmark	8002535-5	$ 2.29	$ 2.04
SAP	SAP Assessment Mgmt by Questionmark	8002535-6	$ 2.20	$ 1.96
SAP	SAP Assessment Mgmt by Questionmark	8002535-7	$ 2.10	$ 1.87
SAP	SAP Assessment Mgmt by Questionmark	8002535-8	$ 2.01	$ 1.79
SAP	SAP Assessment Mgmt by Questionmark	8002535-9	$ 1.91	$ 1.70
SAP	SAP Assessment Mgmt by Questionmark	8002535-10	$ 1.52	$ 1.35
SAP	SAP Assessment Mgmt by Questionmark	8002535-11	$ 1.44	$ 1.28
SAP	SAP SuccessFactors Perform & Reward Package	8003753-1	$ 107.00	$ 95.23
SAP	SAP SuccessFactors Perform & Reward Package	8003753-2	$ 96.00	$ 85.44
SAP	SAP SuccessFactors Perform & Reward Package	8003753-3	$ 79.00	$ 70.31
SAP	SAP SuccessFactors Perform & Reward Package	8003753-4	$ 67.00	$ 59.63
SAP	SAP SuccessFactors Perform & Reward Package	8003753-5	$ 58.00	$ 51.62
SAP	SAP SuccessFactors Perform & Reward Package	8003753-6	$ 52.00	$ 46.28
SAP	SAP SuccessFactors Perform & Reward Package	8003753-7	$ 49.00	$ 43.61
SAP	SAP SuccessFactors Perform & Reward Package	8003753-8	$ 47.00	$ 41.83
SAP	SAP SuccessFactors Perform & Reward Package	8003753-9	$ 45.00	$ 40.05
SAP	SAP SuccessFactors Perform & Reward Package	8003753-10	$ 43.00	$ 38.27
SAP	SAP SuccessFactors Talent Management Package	8003754-1	$ 239.00	$ 212.71
SAP	SAP SuccessFactors Talent Management Package	8003754-2	$ 219.00	$ 194.91
SAP	SAP SuccessFactors Talent Management Package	8003754-3	$ 191.00	$ 169.99
SAP	SAP SuccessFactors Talent Management Package	8003754-4	$ 190.00	$ 169.10
SAP	SAP SuccessFactors Talent Management Package	8003754-5	$ 169.00	$ 150.41
SAP	SAP SuccessFactors Talent Management Package	8003754-6	$ 148.00	$ 131.72
SAP	SAP SuccessFactors Talent Management Package	8003754-7	$ 135.00	$ 120.15
SAP	SAP SuccessFactors Talent Management Package	8003754-8	$ 123.00	$ 109.47
SAP	SAP SuccessFactors Talent Management Package	8003754-9	$ 113.00	$ 100.57
SAP	SAP SuccessFactors Talent Management Package	8003754-10	$ 103.00	$ 91.67
SAP	SAP SuccessFactors Talent Management Package	8003754-11	$ 95.00	$ 84.55
SAP	SAP SuccessFactors Advanced Learning Package	8003754-12	$ 95.00	$ 84.55
SAP	SAP SuccessFactors Advanced Learning Package	8003754-13	$ 86.00	$ 76.54

SAP	SAP SuccessFactors Advanced Learning Package	8003754-14	$ 77.00	$ 68.53
SAP	SAP SuccessFactors Advanced Learning Package	8003754-15	$ 69.00	$ 61.41
SAP	SAP SuccessFactors Advanced Learning Package	8003754-16	$ 60.00	$ 53.40
SAP	SAP SuccessFactors Advanced Learning Package	8003754-17	$ 53.00	$ 47.17
SAP	SAP SuccessFactors Advanced Learning Package	8003754-18	$ 48.00	$ 42.72
SAP	SAP SuccessFactors Advanced Learning Package	8003754-19	$ 44.00	$ 39.16
SAP	SAP SuccessFactors Advanced Learning Package	8003754-20	$ 40.00	$ 35.60
SAP	SAP SuccessFactors Advanced Learning Package	8003754-21	$ 38.00	$ 33.82
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-1	$ 527.00	$ 469.03
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-2	$ 497.00	$ 442.33
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-3	$ 433.00	$ 385.37
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-4	$ 415.00	$ 369.35
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-5	$ 367.00	$ 326.63
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-6	$ 323.00	$ 287.47
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-7	$ 292.00	$ 259.88
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-8	$ 263.00	$ 234.07
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-9	$ 245.00	$ 218.05
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-10	$ 226.00	$ 201.14
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-11	$ 211.00	$ 187.79
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-1	$ 543.00	$ 483.27
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-2	$ 511.00	$ 454.79
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-3	$ 445.00	$ 396.05
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-4	$ 427.00	$ 380.03
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-5	$ 377.00	$ 335.53
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-6	$ 333.00	$ 296.37
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-7	$ 300.00	$ 267.00
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-8	$ 270.00	$ 240.30
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-9	$ 252.00	$ 224.28
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-10	$ 232.00	$ 206.48
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-11	$ 217.00	$ 193.13
SAP	SF-Perform & Reward Bundle for Small Business	8000720-1	$ 85.00	$ 75.65
SAP	SF-Perform & Reward Bundle for Small Business	8000720-2	$ 66.00	$ 58.74
SAP	SF-Perform & Reward Bundle for Small Business	8000720-3	$ 56.00	$ 49.84
SAP	SF-Perform & Reward Bundle for Small Business	8000720-4	$ 47.00	$ 41.83
SAP	SF-Perform & Reward Bundle for Small Business	8000720-5	$ 33.00	$ 29.37
SAP	SF-Perform & Reward Bundle for Small Business	8000720-6	$ 33.00	$ 29.37
SAP	SAP SuccessFactors Performance & Goals	8003776-1	$ 68.00	$ 60.52
SAP	SAP SuccessFactors Performance & Goals	8003776-2	$ 61.00	$ 54.29
SAP	SAP SuccessFactors Performance & Goals	8003776-3	$ 50.00	$ 44.50
SAP	SAP SuccessFactors Performance & Goals	8003776-4	$ 43.00	$ 38.27
SAP	SAP SuccessFactors Performance & Goals	8003776-5	$ 37.00	$ 32.93
SAP	SAP SuccessFactors Performance & Goals	8003776-6	$ 33.00	$ 29.37
SAP	SAP SuccessFactors Performance & Goals	8003776-7	$ 31.00	$ 27.59
SAP	SAP SuccessFactors Performance & Goals	8003776-8	$ 30.00	$ 26.70
SAP	SAP SuccessFactors Performance & Goals	8003776-9	$ 29.00	$ 25.81
SAP	SAP SuccessFactors Performance & Goals	8003776-10	$ 27.00	$ 24.03
SAP	SAP SuccessFactors Compensation	8003773-1	$ 38.00	$ 33.82
SAP	SAP SuccessFactors Compensation	8003773-2	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Compensation	8003773-3	$ 28.00	$ 24.92

SAP	SAP SuccessFactors Compensation	8003773-4	$ 24.00	$ 21.36
SAP	SAP SuccessFactors Compensation	8003773-5	$ 21.00	$ 18.69
SAP	SAP SuccessFactors Compensation	8003773-6	$ 19.00	$ 16.91
SAP	SAP SuccessFactors Compensation	8003773-7	$ 18.00	$ 16.02
SAP	SAP SuccessFactors Compensation	8003773-8	$ 17.00	$ 15.13
SAP	SAP SuccessFactors Compensation	8003773-9	$ 16.00	$ 14.24
SAP	SAP SuccessFactors Compensation	8003773-10	$ 15.00	$ 13.35
SAP	SAP SuccessFactors Succession & Development	8003774-1	$ 38.00	$ 33.82
SAP	SAP SuccessFactors Succession & Development	8003774-2	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Succession & Development	8003774-3	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Succession & Development	8003774-4	$ 24.00	$ 21.36
SAP	SAP SuccessFactors Succession & Development	8003774-5	$ 21.00	$ 18.69
SAP	SAP SuccessFactors Succession & Development	8003774-6	$ 19.00	$ 16.91
SAP	SAP SuccessFactors Succession & Development	8003774-7	$ 18.00	$ 16.02
SAP	SAP SuccessFactors Succession & Development	8003774-8	$ 17.00	$ 15.13
SAP	SAP SuccessFactors Succession & Development	8003774-9	$ 16.00	$ 14.24
SAP	SAP SuccessFactors Succession & Development	8003774-10	$ 15.00	$ 13.35
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-1	$ 112.00	$ 99.68
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-2	$ 101.00	$ 89.89
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-3	$ 83.00	$ 73.87
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-4	$ 71.00	$ 63.19
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-5	$ 61.00	$ 54.29
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-6	$ 55.00	$ 48.95
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-7	$ 52.00	$ 46.28
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-8	$ 49.00	$ 43.61
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-9	$ 47.00	$ 41.83
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-10	$ 45.00	$ 40.05
SAP	SAP SuccessFactors Workforce Analytics	8003771-1	$ 118.00	$ 105.02
SAP	SAP SuccessFactors Workforce Analytics	8003771-2	$ 106.00	$ 94.34
SAP	SAP SuccessFactors Workforce Analytics	8003771-3	$ 94.00	$ 83.66
SAP	SAP SuccessFactors Workforce Analytics	8003771-4	$ 85.00	$ 75.65
SAP	SAP SuccessFactors Workforce Analytics	8003771-5	$ 77.00	$ 68.53
SAP	SAP SuccessFactors Workforce Analytics	8003771-6	$ 68.00	$ 60.52
SAP	SAP SuccessFactors Workforce Analytics	8003771-7	$ 59.00	$ 52.51
SAP	SAP SuccessFactors Workforce Analytics	8003771-8	$ 55.00	$ 48.95
SAP	SAP SuccessFactors Workforce Analytics	8003771-9	$ 51.00	$ 45.39
SAP	SAP SuccessFactors Workforce Analytics	8003771-10	$ 47.00	$ 41.83
SAP	SAP SuccessFactors Workforce Planning	8003772-1	$ 59.00	$ 52.51
SAP	SAP SuccessFactors Workforce Planning	8003772-2	$ 53.00	$ 47.17
SAP	SAP SuccessFactors Workforce Planning	8003772-3	$ 47.00	$ 41.83
SAP	SAP SuccessFactors Workforce Planning	8003772-4	$ 42.00	$ 37.38
SAP	SAP SuccessFactors Workforce Planning	8003772-5	$ 38.00	$ 33.82
SAP	SAP SuccessFactors Workforce Planning	8003772-6	$ 34.00	$ 30.26
SAP	SAP SuccessFactors Workforce Planning	8003772-7	$ 29.00	$ 25.81
SAP	SAP SuccessFactors Workforce Planning	8003772-8	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Workforce Planning	8003772-9	$ 25.00	$ 22.25
SAP	SAP SuccessFactors Workforce Planning	8003772-10	$ 24.00	$ 21.36
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-1	$ 177.00	$ 157.53
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-2	$ 159.00	$ 141.51

SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-3	$ 141.00	$ 125.49
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-4	$ 127.00	$ 113.03
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-5	$ 115.00	$ 102.35
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-6	$ 102.00	$ 90.78
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-7	$ 88.00	$ 78.32
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-8	$ 83.00	$ 73.87
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-9	$ 76.00	$ 67.64
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-10	$ 71.00	$ 63.19
SAP	SF-Limited Active Users - Learning	8000603-1	$ 19.00	$ 16.91
SAP	SF-Limited Active Users - Learning	8000603-2	$ 18.00	$ 16.02
SAP	SF-Limited Active Users - Learning	8000603-3	$ 17.00	$ 15.13
SAP	SF-Limited Active Users - Learning	8000603-4	$ 16.00	$ 14.24
SAP	SF-Limited Active Users - Learning	8000603-5	$ 14.00	$ 12.46
SAP	SF-Limited Active Users - Learning	8000603-6	$ 13.00	$ 11.57
SAP	SF-Limited Active Users - Learning	8000603-7	$ 11.00	$ 9.79
SAP	SF-Limited Active Users - Learning	8000603-8	$ 9.30	$ 8.28
SAP	SF-Limited Active Users - Learning	8000603-9	$ 7.99	$ 7.11
SAP	SF-Limited Active Users - Learning	8000603-10	$ 7.43	$ 6.61
SAP	SAP SuccessFactors Learning	8003763-1	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Learning	8003763-2	$ 26.00	$ 23.14
SAP	SAP SuccessFactors Learning	8003763-3	$ 26.00	$ 23.14
SAP	SAP SuccessFactors Learning	8003763-4	$ 25.00	$ 22.25
SAP	SAP SuccessFactors Learning	8003763-5	$ 22.00	$ 19.58
SAP	SAP SuccessFactors Learning	8003763-6	$ 20.00	$ 17.80
SAP	SAP SuccessFactors Learning	8003763-7	$ 17.00	$ 15.13
SAP	SAP SuccessFactors Learning	8003763-8	$ 14.00	$ 12.46
SAP	SAP SuccessFactors Learning	8003763-9	$ 12.00	$ 10.68
SAP	SAP SuccessFactors Learning	8003763-10	$ 11.00	$ 9.79
SAP	SF-Transactional Active Users - Learning	8000730-1	$ 9.40	$ 8.37
SAP	SF-Transactional Active Users - Learning	8000730-2	$ 5.41	$ 4.81
SAP	SF-Transactional Active Users - Learning	8000730-3	$ 5.13	$ 4.57
SAP	SF-Transactional Active Users - Learning	8000730-4	$ 4.62	$ 4.11
SAP	SF-Transactional Active Users - Learning	8000730-5	$ 4.15	$ 3.69
SAP	SF-Transactional Active Users - Learning	8000730-6	$ 3.75	$ 3.34
SAP	SF-Transactional Active Users - Learning	8000730-7	$ 3.37	$ 3.00
SAP	SF-Transactional Active Users - Learning	8000730-8	$ 3.04	$ 2.71
SAP	SF-Transactional Active Users - Learning	8000730-9	$ 2.73	$ 2.43
SAP	SF-Transactional Active Users - Learning	8000730-10	$ 2.45	$ 2.18
SAP	SF-External Active Users - Learning	8000665-1	$ 19.00	$ 16.91
SAP	SF-External Active Users - Learning	8000665-2	$ 18.00	$ 16.02
SAP	SF-External Active Users - Learning	8000665-3	$ 17.00	$ 15.13
SAP	SF-External Active Users - Learning	8000665-4	$ 16.00	$ 14.24
SAP	SF-External Active Users - Learning	8000665-5	$ 14.00	$ 12.46
SAP	SF-External Active Users - Learning	8000665-6	$ 13.00	$ 11.57
SAP	SF-External Active Users - Learning	8000665-7	$ 11.00	$ 9.79
SAP	SF-External Active Users - Learning	8000665-8	$ 9.30	$ 8.28
SAP	SF-External Active Users - Learning	8000665-9	$ 7.99	$ 7.11
SAP	SF-External Active Users - Learning	8000665-10	$ 7.43	$ 6.61
SAP	SAP SuccessFactors Employee Central Payroll	8000773-1	$ 113.00	$ 100.57

SAP	SAP SuccessFactors Employee Central Payroll	8000773-2	$ 86.00	$ 76.54
SAP	SAP SuccessFactors Employee Central Payroll	8000773-3	$ 63.00	$ 56.07
SAP	SAP SuccessFactors Employee Central Payroll	8000773-4	$ 52.00	$ 46.28
SAP	SAP SuccessFactors Employee Central Payroll	8000773-5	$ 44.00	$ 39.16
SAP	SAP SuccessFactors Employee Central Payroll	8000773-6	$ 37.00	$ 32.93
SAP	SAP SuccessFactors Employee Central Payroll	8000773-7	$ 32.00	$ 28.48
SAP	SAP SuccessFactors Employee Central Payroll	8000773-8	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Employee Central Payroll	8000773-9	$ 23.00	$ 20.47
SAP	SAP SuccessFactors Onboarding	8003775-1	$ 15.00	$ 13.35
SAP	SAP SuccessFactors Onboarding	8003775-2	$ 14.00	$ 12.46
SAP	SAP SuccessFactors Onboarding	8003775-3	$ 12.00	$ 10.68
SAP	SAP SuccessFactors Onboarding	8003775-4	$ 11.00	$ 9.79
SAP	SAP SuccessFactors Onboarding	8003775-5	$ 9.02	$ 8.03
SAP	SAP SuccessFactors Onboarding	8003775-6	$ 7.98	$ 7.10
SAP	SAP SuccessFactors Onboarding	8003775-7	$ 7.52	$ 6.69
SAP	SAP SuccessFactors Onboarding	8003775-8	$ 7.06	$ 6.28
SAP	SAP SuccessFactors Onboarding	8003775-9	$ 6.45	$ 5.74
SAP	SAP SuccessFactors Onboarding	8003775-10	$ 6.02	$ 5.36
SAP	SAP SuccessFactors Recruiting	8003765-1	$ 36.00	$ 32.04
SAP	SAP SuccessFactors Recruiting	8003765-2	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Recruiting	8003765-3	$ 33.00	$ 29.37
SAP	SAP SuccessFactors Recruiting	8003765-4	$ 31.00	$ 27.59
SAP	SAP SuccessFactors Recruiting	8003765-5	$ 29.00	$ 25.81
SAP	SAP SuccessFactors Recruiting	8003765-6	$ 25.00	$ 22.25
SAP	SAP SuccessFactors Recruiting	8003765-7	$ 22.00	$ 19.58
SAP	SAP SuccessFactors Recruiting	8003765-8	$ 18.00	$ 16.02
SAP	SAP SuccessFactors Recruiting	8003765-9	$ 15.00	$ 13.35
SAP	SAP Success Factors Recruiting Marketing	8003766-1	$ 26.00	$ 23.14
SAP	SAP Success Factors Recruiting Marketing	8003766-2	$ 25.00	$ 22.25
SAP	SAP Success Factors Recruiting Marketing	8003766-3	$ 25.00	$ 22.25
SAP	SAP Success Factors Recruiting Marketing	8003766-4	$ 24.00	$ 21.36
SAP	SAP Success Factors Recruiting Marketing	8003766-5	$ 24.00	$ 21.36
SAP	SAP Success Factors Recruiting Marketing	8003766-6	$ 23.00	$ 20.47
SAP	SAP Success Factors Recruiting Marketing	8003766-7	$ 22.00	$ 19.58
SAP	SAP Success Factors Recruiting Marketing	8003766-8	$ 21.00	$ 18.69
SAP	SAP Success Factors Recruiting Marketing	8003766-9	$ 19.00	$ 16.91
SAP	SAP Success Factors Recruiting Marketing	8003766-10	$ 16.00	$ 14.24
SAP	SAP Success Factors Recruiting Marketing	8003766-11	$ 13.00	$ 11.57
SAP	SAP Success Factors Recruiting Marketing	8003766-12	$ 10.00	$ 8.90
SAP	SAP SuccessFactors Learning Analytics	8000986-1	$ 7.43	$ 6.61
SAP	SAP SuccessFactors Learning Analytics	8000986-2	$ 7.06	$ 6.28
SAP	SAP SuccessFactors Learning Analytics	8000986-3	$ 6.85	$ 6.10
SAP	SAP SuccessFactors Learning Analytics	8000986-4	$ 6.54	$ 5.82
SAP	SAP SuccessFactors Learning Analytics	8000986-5	$ 5.80	$ 5.16
SAP	SAP SuccessFactors Learning Analytics	8000986-6	$ 5.21	$ 4.64
SAP	SAP SuccessFactors Learning Analytics	8000986-7	$ 4.47	$ 3.98
SAP	SAP SuccessFactors Learning Analytics	8000986-8	$ 3.71	$ 3.30
SAP	SAP SuccessFactors Learning Analytics	8000986-9	$ 3.20	$ 2.85
SAP	SAP SuccessFactors Learning Analytics	8000986-10	$ 2.97	$ 2.64

SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-1	$ 56.00	$ 49.84
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-2	$ 51.00	$ 45.39
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-3	$ 42.00	$ 37.38
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-4	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-5	$ 30.00	$ 26.70
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-6	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-7	$ 26.00	$ 23.14
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-8	$ 25.00	$ 22.25
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-9	$ 24.00	$ 21.36
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-10	$ 22.00	$ 19.58
SAP	SF - Activity Based Users - Learning	8000361-1	$ 117.00	$ 104.13
SAP	SF - Activity Based Users - Learning	8000361-2	$ 59.00	$ 52.51
SAP	SF - Activity Based Users - Learning	8000361-3	$ 58.00	$ 51.62
SAP	SF - Activity Based Users - Learning	8000361-4	$ 58.00	$ 51.62
SAP	SF - Activity Based Users - Learning	8000361-5	$ 56.00	$ 49.84
SAP	SF - Activity Based Users - Learning	8000361-6	$ 53.00	$ 47.17
SAP	SF - Activity Based Users - Learning	8000361-7	$ 50.00	$ 44.50
SAP	SF - Activity Based Users - Learning	8000361-8	$ 46.00	$ 40.94
SAP	SF - Activity Based Users - Learning	8000361-9	$ 39.00	$ 34.71
SAP	SF - Activity Based Users - Learning	8000361-10	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Validated Learning	8003764-1	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Validated Learning	8003764-2	$ 33.00	$ 29.37
SAP	SAP SuccessFactors Validated Learning	8003764-3	$ 32.00	$ 28.48
SAP	SAP SuccessFactors Validated Learning	8003764-4	$ 31.00	$ 27.59
SAP	SAP SuccessFactors Validated Learning	8003764-5	$ 27.00	$ 24.03
SAP	SAP SuccessFactors Validated Learning	8003764-6	$ 24.00	$ 21.36
SAP	SAP SuccessFactors Validated Learning	8003764-7	$ 21.00	$ 18.69
SAP	SAP SuccessFactors Validated Learning	8003764-8	$ 17.00	$ 15.13
SAP	SAP SuccessFactors Validated Learning	8003764-9	$ 15.00	$ 13.35
SAP	SAP SuccessFactors Validated Learning	8003764-10	$ 14.00	$ 12.46
SAP	SAP Success Factors Recruiting Management	8003767-1	$ 24.00	$ 21.36
SAP	SAP Success Factors Recruiting Management	8003767-2	$ 23.00	$ 20.47
SAP	SAP Success Factors Recruiting Management	8003767-3	$ 22.00	$ 19.58
SAP	SAP Success Factors Recruiting Management	8003767-4	$ 21.00	$ 18.69
SAP	SAP Success Factors Recruiting Management	8003767-5	$ 20.00	$ 17.80
SAP	SAP Success Factors Recruiting Management	8003767-6	$ 19.00	$ 16.91
SAP	SAP Success Factors Recruiting Management	8003767-7	$ 18.00	$ 16.02
SAP	SAP Success Factors Recruiting Management	8003767-8	$ 17.00	$ 15.13
SAP	SAP Success Factors Recruiting Management	8003767-9	$ 15.00	$ 13.35
SAP	SAP Success Factors Recruiting Management	8003767-10	$ 13.00	$ 11.57
SAP	SAP Success Factors Recruiting Management	8003767-11	$ 11.00	$ 9.79
SAP	SAP Success Factors Recruiting Management	8003767-12	$ 9.40	$ 8.37
SAP	SF-Foundation Product	8000368-1	$ 18.00	$ 16.02
SAP	SF-Foundation Product	8000368-2	$ 16.00	$ 14.24
SAP	SF-Foundation Product	8000368-3	$ 13.00	$ 11.57
SAP	SF-Foundation Product	8000368-4	$ 11.00	$ 9.79
SAP	SF-Foundation Product	8000368-5	$ 9.49	$ 8.45
SAP	SF-Foundation Product	8000368-6	$ 8.61	$ 7.66
SAP	SF-Foundation Product	8000368-7	$ 8.08	$ 7.19

SAP	SF-Foundation Product	8000368-8	$ 7.73	$ 6.88
SAP	SF-Foundation Product	8000368-9	$ 7.38	$ 6.57
SAP	SF-Foundation Product	8000368-10	$ 7.02	$ 6.25
SAP	SF-Skills Content Library	8000728-1	$ 19.00	$ 16.91
SAP	SF-Skills Content Library	8000728-2	$ 19.00	$ 16.91
SAP	SF-Skills Content Library	8000728-3	$ 19.00	$ 16.91
SAP	SF-Skills Content Library	8000728-4	$ 13.00	$ 11.57
SAP	SF-Skills Content Library	8000728-5	$ 12.00	$ 10.68
SAP	SF-Skills Content Library	8000728-6	$ 12.00	$ 10.68
SAP	SF-Skills Content Library	8000728-7	$ 8.81	$ 7.84
SAP	SF-Skills Content Library	8000728-8	$ 7.05	$ 6.27
SAP	SF-Skills Content Library	8000728-9	$ 6.26	$ 5.57
SAP	SF-Skills Content Library	8000728-10	$ 3.76	$ 3.35
SAP	SF-Skills Content Library	8000728-11	$ 2.35	$ 2.09
SAP	SF-Skills Content Library	8000728-12	$ 2.12	$ 1.89
SAP	SF-Additional Instances-Test	8003622	$ 9,398.00	$ 8,364.22
SAP	SF-Additional Instances-Production	8003623	$ 9,398.00	$ 8,364.22
SAP	BOOMI - Integration for Recruiting	8000943	$ 7,049.00	$ 6,273.61
SAP	Data Center Migration	8000988	$ 9,398.00	$ 8,364.22
SAP	SF-Attachment Storage Fee	8000374	$ 1.88	$ 1.67
SAP	SF-Visual Publisher	8000725	$ 14,097.00	$ 12,546.33
SAP	SF-BOOMI : Professional Edition Package	8000513	$ 12,405.00	$ 11,040.45
SAP	SAP HANA Cloud Platform, extension package for SAP SuccessFactors, base edition	8003951	$ 1.10	$ 0.98
SAP	SAP HANA Cloud Platform, extension package for SAP SuccessFactors, standard edition	8003952	$ 3.30	$ 2.94
SAP	SAP HANA Cloud Platform, extension package for SAP SuccessFactors, enterprise edition	8003953	$ 11.00	$ 9.79
SAP	SAP SuccessFactors Disaster Recovery, enhanced option	8003778	$ 0.24	$ 0.24
SAP	SAP Jam Collaboration, advanced edition	8004154-1	$ 2.35	$ 2.09
SAP	SAP Jam Collaboration, advanced edition	8004154-2	$ 2.11	$ 1.88
SAP	SAP Jam Collaboration, advanced edition	8004154-3	$ 1.88	$ 1.67
SAP	SAP Jam Collaboration, advanced edition	8004154-4	$ 1.66	$ 1.48
SAP	SAP Jam Collaboration, advanced edition	8004154-5	$ 1.42	$ 1.26
SAP	SAP Jam Collaboration, advanced edition	8004154-6	$ 1.24	$ 1.10
SAP	SAP Jam Collaboration, advanced edition	8004154-7	$ 1.17	$ 1.04
SAP	SAP Jam Collaboration, advanced edition	8004154-8	$ 1.10	$ 0.98
SAP	SAP Jam Collaboration, advanced edition	8004154-9	$ 1.00	$ 0.89
SAP	SAP Jam Collaboration, advanced edition	8004154-10	$ 0.94	$ 0.84
SAP	SAP Jam Collaboration, advanced plus edition	8004155-1	$ 5.64	$ 5.02
SAP	SAP Jam Collaboration, advanced plus edition	8004155-2	$ 4.51	$ 4.01
SAP	SAP Jam Collaboration, advanced plus edition	8004155-3	$ 3.95	$ 3.52
SAP	SAP Jam Collaboration, advanced plus edition	8004155-4	$ 3.38	$ 3.01
SAP	SAP Jam Collaboration, advanced plus edition	8004155-5	$ 2.82	$ 2.51
SAP	SAP Jam Collaboration, advanced plus edition	8004155-6	$ 2.26	$ 2.01
SAP	SAP Jam Collaboration, advanced plus edition	8004155-7	$ 1.69	$ 1.50
SAP	SAP Jam Collaboration, advanced plus edition	8004155-8	$ 1.41	$ 1.25
SAP	SAP Jam Collaboration, enterprise edition	8004156-1	$ 14.00	$ 12.46
SAP	SAP Jam Collaboration, enterprise edition	8004156-2	$ 11.00	$ 9.79
SAP	SAP Jam Collaboration, enterprise edition	8004156-3	$ 9.87	$ 8.78
SAP	SAP Jam Collaboration, enterprise edition	8004156-4	$ 8.46	$ 7.53
SAP	SAP Jam Collaboration, enterprise edition	8004156-5	$ 7.05	$ 6.27

SAP	SAP Jam Collaboration, enterprise edition	8004156-6	$ 5.64	$ 5.02
SAP	SAP Jam Collaboration, enterprise edition	8004156-7	$ 4.23	$ 3.76
SAP	SAP Jam Collaboration, enterprise edition	8004156-8	$ 3.53	$ 3.14
SAP	SAP Jam Collaboration, external user	8000653-1	$ 3.76	$ 3.35
SAP	SAP Jam Collaboration, external user	8000653-2	$ 3.01	$ 2.68
SAP	SAP Jam Collaboration, external user	8000653-3	$ 2.63	$ 2.34
SAP	SAP Jam Collaboration, external user	8000653-4	$ 2.26	$ 2.01
SAP	SAP Jam Collaboration, external user	8000653-5	$ 1.88	$ 1.67
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-1	$ 4.45	$ 3.96
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-2	$ 3.56	$ 3.17
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-3	$ 3.11	$ 2.77
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-4	$ 2.67	$ 2.38
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-5	$ 2.22	$ 1.98
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-6	$ 1.78	$ 1.58
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-7	$ 1.33	$ 1.18
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-8	$ 1.12	$ 1.00
SAP	SAP Jam Collaboration, data storage add-on	8000654	$ 235.00	$ 209.15
SAP	SAP SuccessFactors Learning, content storage add-on	8003445	$ 1,400.00	$ 1,246.00
SAP	SAP SuccessFactors Learning, content bandwidth add-on	8003446	$ 570.00	$ 507.30
SAP	SF-Addit'l ATS To Extract For Analytics	8000381	$ 6,000.00	$ 5,340.00
SAP	SF-Site Scrape for Addit'l ATS Instances	8000382	$ 6,000.00	$ 5,340.00
SAP	SF-BOOMI: Add On Prod Use Connection	8000768	$ 3,000.00	$ 2,670.00
SAP	SF-BOOMI: Add On Test Use Connection	8000769	$ 1,500.00	$ 1,335.00
SAP	SAP US Benefits Eligible User	8003532-1	$ 152.00	$ 135.28
SAP	SAP US Benefits Eligible User	8003532-2	$ 138.00	$ 122.82
SAP	SAP US Benefits Eligible User	8003532-3	$ 132.00	$ 117.48
SAP	SAP US Benefits Eligible User	8003532-4	$ 126.00	$ 112.14
SAP	SAP US Benefits Eligible User	8003532-5	$ 113.00	$ 100.57
SAP	SAP US Benefits Eligible User	8003532-6	$ 99.00	$ 88.11
SAP	SAP US Benefits Non-Eligible User	8003533	$ 41.00	$ 36.49
SAP	SAP US Benefits Non-Std Interface User	8003534	$ 27.00	$ 24.03
SAP	SAP Time & Attendance Management by WFS	8003956-1	$ 115.50	$ 102.80
SAP	SAP Time & Attendance Management by WFS	8003956-2	$ 99.00	$ 88.11
SAP	SAP Time & Attendance Management by WFS	8003956-3	$ 88.00	$ 78.32
SAP	SAP Time & Attendance Management by WFS	8003956-4	$ 82.50	$ 73.43
SAP	SAP Time & Attendance Management by WFS	8003956-5	$ 77.00	$ 68.53
SAP	SAP Time & Attendance Management by WFS	8003956-6	$ 55.00	$ 48.95
SAP	SAP Time & Attendance Mgmt. for SME by WFS	8003956-7	$ 121,000.00	$ 107,690.00
SAP	SAP Time & Attendance by WFS Adnl Instance	8003958	$ 22.00	$ 19.58
SAP	SAP Product Stewardship Network - product compliance	8003360-1	$ 2,750.00	$ 2,447.50
SAP	SAP Product Stewardship Network - product compliance	8003360-2	$ 2,200.00	$ 1,958.00
SAP	SAP Product Stewardship Network - product compliance	8003360-3	$ 1,760.00	$ 1,566.40
SAP	SAP Product Stewardship Network - product compliance	8003360-4	$ 1,375.00	$ 1,223.75
SAP	SAP Product Stewardship Network - sustainability assessment	8003362-1	$ 2,750.00	$ 2,447.50
SAP	SAP Product Stewardship Network - sustainability assessment	8003362-2	$ 2,200.00	$ 1,958.00
SAP	SAP Product Stewardship Network - sustainability assessment	8003362-3	$ 1,760.00	$ 1,566.40
SAP	SAP Product Stewardship Network - sustainability assessment	8003362-4	$ 1,375.00	$ 1,223.75
SAP	SAP Product Stewardship Network - conflict minerals	8003361-1	$ 2,750.00	$ 2,447.50
SAP	SAP Product Stewardship Network - conflict minerals	8003361-2	$ 2,200.00	$ 1,958.00

SAP	SAP Product Stewardship Network - conflict minerals	8003361-3	$ 1,760.00	$ 1,566.40
SAP	SAP Product Stewardship Network - conflict minerals	8003361-4	$ 1,375.00	$ 1,223.75
SAP	Ariba Sourcing Professional	8000641-1	$ 630.00	$ 560.70
SAP	Ariba Sourcing Professional	8000641-2	$ 430.00	$ 382.70
SAP	Ariba Sourcing Professional	8000641-3	$ 270.00	$ 240.30
SAP	Ariba Sourcing Professional	8000641-4	$ 250.00	$ 222.50
SAP	Ariba Sourcing Professional	8000641-5	$ 230.00	$ 204.70
SAP	Ariba Contract Management Professional	8000625-1	$ 520.00	$ 462.80
SAP	Ariba Contract Management Professional	8000625-2	$ 400.00	$ 356.00
SAP	Ariba Contract Management Professional	8000625-3	$ 270.00	$ 240.30
SAP	Ariba Contract Management Professional	8000625-4	$ 200.00	$ 178.00
SAP	Ariba Contract Management Professional	8000625-5	$ 170.00	$ 151.30
SAP	Ariba Open Invoice Conversion Services	8002538	$ 0.30	$ 0.27
SAP	Ariba Additional Storage	8003324	$ 100.00	$ 89.00
SAP	SAP Predictive Maintenance and Service, measurements	8003165-1	$ 275.00	$ 244.75
SAP	SAP Predictive Maintenance and Service, measurements	8003165-2	$ 165.00	$ 146.85
SAP	SAP Predictive Maintenance and Service, measurements	8003165-3	$ 132.00	$ 117.48
SAP	SAP Predictive Maintenance and Service, measurements	8003165-4	$ 99.00	$ 88.11
SAP	SAP Predictive Maintenance and Service, measurements	8003165-5	$ 77.00	$ 68.53
SAP	SAP Predictive Maintenance and Service, devices	8003166	$ 33.00	$ 29.37
SAP	SAP Predictive Maintenance and Service, historic storage provisioning	8003167	$ 6,160.00	$ 5,482.40
SAP	SAP Predictive Maintenance and Service, additional historic measurements	8003168	$ 5.50	$ 4.90
SAP	SAP Predictive Maintenance and Service, Vibration Analysis add-on	8004025	$ 1.65	$ 1.47
SAP	SAP Innovation Management, cloud edition - Base Package	8003962	$ 55,000.00	$ 48,950.00
SAP	SAP Innovation Management, cloud edition	8003960-1	$ 39.00	$ 34.71
SAP	SAP Innovation Management, cloud edition	8003960-2	$ 28.00	$ 24.92
SAP	SAP Innovation Management, cloud edition	8003960-3	$ 11.00	$ 9.79
SAP	SAP Innovation Management, cloud edition - Additional Storage	8003963	$ 11.00	$ 9.79
SAP	Cloud for Product Stewardship: Basic Layer	8003959-1	$ 9,900.00	$ 8,811.00
SAP	Cloud for Product Stewardship: Basic Layer	8003959-2	$ 44,000.00	$ 39,160.00
SAP	Cloud for Product Stewardship: Basic Layer	8003959-3	$ 82,500.00	$ 73,425.00
SAP	Cloud for Product Stewardship: Basic Layer	8003959-4	$ 132,000.00	$ 117,480.00
SAP	Cloud for Product Stewardship: Basic Layer	8003959-5	$ 275,000.00	$ 244,750.00
SAP	SAP Cloud for Sales, User	8001003	$ 105.00	$ 93.45
SAP	SAP Cloud for Sales, service option	8003187	$ 55.00	$ 48.95
SAP	SAP Cloud for Service, User	8001004	$ 105.00	$ 93.45
SAP	SAP Cloud for Service, sales option	8003188	$ 55.00	$ 48.95
SAP	SAP Cloud for Social Engagement, User	8001005	$ 165.00	$ 146.85
SAP	SAP Cloud for Customer, Advanced User Option	8001006	$ 17.00	$ 15.13
SAP	SAP Cloud for Customer, B2B Industry User Option	8001007	$ 17.00	$ 15.13
SAP	SAP Cloud for Customer, Test Tenant	8000567	$ 11,000.00	$ 9,790.00
SAP	SAP Cloud for Customer, Additional Storage	8000568	$ 5.50	$ 4.90
SAP	SAP Cloud for Customer, Private Edition	8000981	$ 16,500.00	$ 14,685.00
SAP	SAP Cloud for Customer, enhanced package	8003185	$ 176.00	$ 156.64
SAP	SAP Cloud for Customer, limited package	8003186	$ 55.00	$ 48.95
SAP	SAP Cloud for Customer, Edge edition	8003938	$ 32.00	$ 28.48
SAP	SAP Cloud for Customer, enterprise edition	8003948	$ 219.00	$ 194.91
SAP	SAP Contact Center, e-channel, cloud ed.	8001016	$ 66.00	$ 58.74
SAP	SAP Contact Center, voice, cloud ed.	8001017	$ 121.00	$ 107.69

SAP	SAP Knowledge Central by Mindtouch-User	8003084	$ 17.00	$ 15.13
SAP	SAP Knowledge Central by Mindtouch-Ext Srv	8003085	$ 16,500.00	$ 14,685.00
SAP	SAP Knowledge Central by Mindtouch-Base	8003086	$ 4,400.00	$ 3,916.00
SAP	SAP Real-Time Communicator by GENBAND	8004033	$ 6.60	$ 5.87
SAP	SAP HANA Cloud Portal, Cloud for Customer Edition	8000793	$ 0.20	$ 0.20
SAP	SAP HANA Cloud Platform, extension package for SAP Cloud for Customer, standard edition	8003949	$ 17.00	$ 15.13
SAP	SAP HANA Cloud Platform, extension package for SAP Cloud for Customer, premium edition	8003950	$ 28.00	$ 24.92
SAP	SAP Workforce Performance Builder, Cloud	8003509-1	$ 109.00	$ 97.01
SAP	SAP Workforce Performance Builder, Cloud	8003509-2	$ 76.00	$ 67.64
SAP	SAP Workforce Performance Builder, Cloud	8003509-3	$ 64.00	$ 56.96
SAP	SAP Workforce Performance Builder, Cloud	8003509-4	$ 52.00	$ 46.28
SAP	SAP Workforce Performance Builder, Cloud	8003509-5	$ 43.00	$ 38.27
SAP	SAP Workforce Performance Builder, Cloud	8003509-6	$ 35.00	$ 31.15
SAP	SAP Workforce Performance Builder, Cloud	8003509-7	$ 29.00	$ 25.81
SAP	SAP Anywhere, starter bundle	8004078	$ 549.00	$ 488.61
SAP	SAP Anywhere, plus bundle	8004079	$ 934.00	$ 831.26
SAP	SAP Anywhere, premium bundle	8004080	$ 1,869.00	$ 1,663.41
SAP	SAP Anywhere, incremental user	8004084	$ 54.00	$ 48.06
SAP	SAP Anywhere, incremental channel	8004085	$ 109.00	$ 97.01
SAP	SAP HANA AppServices Compute Unit - Pro	8000348	$ 142.00	$ 126.38
SAP	SAP HANA AppServices Compute Unit - Prem	8000349	$ 208.00	$ 185.12
SAP	SAP HANA AppServices, Unstructured Storage	8000571	$ 11.00	$ 9.79
SAP	SAP HANA AppServices, Bandwidth	8000351	$ 4.40	$ 3.92
SAP	SAP HANA AppServices, 3rd Party Connect	8000573	$ 110.00	$ 97.90
SAP	SAP HANA AppServices, Administrator	8004159	$ 39.00	$ 34.71
SAP	SAP HANA AppServices, Cloud Portal	8004158	$ 193.00	$ 171.77
SAP	SAP HCP Starter Edition 32 GB	8001020	$ 439.00	$ 390.71
SAP	SAP HCP Starter Edition 64 GB	8001021	$ 549.00	$ 488.61
SAP	SAP HANA AppServices Custom Domains	8001022	$ 110.00	$ 97.90
SAP	SAP HANA Infrastructure Services 64 GB	8003366	$ 952.00	$ 847.28
SAP	SAP HANA Infrastructure Services 128 GB	8003367	$ 1,472.00	$ 1,310.08
SAP	SAP HANA Infrastructure Services 256 GB	8003368	$ 2,338.00	$ 2,080.82
SAP	SAP HANA Infrastructure Services 512 GB	8003369	$ 4,503.00	$ 4,007.67
SAP	SAP HANA Infrastructure Services 1024 GB	8003370	$ 6,668.00	$ 5,934.52
SAP	SAP HANA DBServices, base edition 32 GB	8003545	$ 1,375.00	$ 1,223.75
SAP	SAP HANA DBServices, base edition 64 GB	8003371	$ 2,602.00	$ 2,315.78
SAP	SAP HANA DBServices, base edition 128 GB	8003372	$ 4,772.00	$ 4,247.08
SAP	SAP HANA DBServices, base edition 256 GB	8003374	$ 8,938.00	$ 7,954.82
SAP	SAP HANA DBServices, base edition 512 GB	8003375	$ 17,703.00	$ 15,755.67
SAP	SAP HANA DBServices, base edition 1024 GB	8003376	$ 31,418.00	$ 27,962.02
SAP	SAP HANA DBServices, non-prod. base ed. 32 GB	8003547	$ 1,375.00	$ 1,223.75
SAP	SAP HANA DBServices, non-prod. base ed. 64 GB	8003377	$ 2,602.00	$ 2,315.78
SAP	SAP HANA DBServices, non-prod. base ed. 128 GB	8003378	$ 4,772.00	$ 4,247.08
SAP	SAP HANA DBServices, non-prod. base ed. 256 GB	8003379	$ 8,938.00	$ 7,954.82
SAP	SAP HANA DBServices, non-prod. base ed. 512 GB	8003380	$ 17,703.00	$ 15,755.67
SAP	SAP HANA DBServices, non-prod. base ed. 1024 GB	8003381	$ 31,418.00	$ 27,962.02
SAP	SAP HANA DBServices, platform edition 32 GB	8003546	$ 3,300.00	$ 2,937.00
SAP	SAP HANA DBServices, platform edition 64 GB	8003382	$ 6,232.00	$ 5,546.48
SAP	SAP HANA DBServices, platform edition 128 GB	8003383	$ 12,032.00	$ 10,708.48

SAP	SAP HANA DBServices, platform edition 256 GB	8003384	$ 23,458.00	$ 20,877.62
SAP	SAP HANA DBServices, platform edition 512 GB	8003385	$ 46,743.00	$ 41,601.27
SAP	SAP HANA DBServices, platform edition 1024 GB	8003386	$ 85,868.00	$ 76,422.52
SAP	SAP HANA DBServices, non-prod platform ed 32 GB	8003548	$ 3,300.00	$ 2,937.00
SAP	SAP HANA DBServices, non-prod platform ed 64 GB	8003387	$ 6,232.00	$ 5,546.48
SAP	SAP HANA DBServices, non-prod platform ed 128 GB	8003388	$ 12,032.00	$ 10,708.48
SAP	SAP HANA DBServices, non-prod. platform ed. 256 GB	8003389	$ 23,458.00	$ 20,877.62
SAP	SAP HANA DBServices, non-prod platform ed 512 GB	8003390	$ 46,743.00	$ 41,601.27
SAP	SAP HANA DBServices, non-prod platform ed 1024 GB	8003391	$ 85,868.00	$ 76,422.52
SAP	SAP HANA DBServices, ASE x-small	8003540	$ 550.00	$ 489.50
SAP	SAP HANA DBServices, ASE small	8003541	$ 770.00	$ 685.30
SAP	SAP HANA DBServices, ASE medium	8003542	$ 1,100.00	$ 979.00
SAP	SAP HANA DBServices, ASE large	8003543	$ 2,090.00	$ 1,860.10
SAP	SAP HANA DBServices, ASE x-large	8003544	$ 3,850.00	$ 3,426.50
SAP	SAP HANA DBServices, ASE non-production x-small	8003535	$ 550.00	$ 489.50
SAP	SAP HANA DBServices, ASE non-production small	8003536	$ 770.00	$ 685.30
SAP	SAP HANA DBServices, ASE non-production medium	8003537	$ 1,100.00	$ 979.00
SAP	SAP HANA DBServices, ASE non-production large	8003538	$ 2,090.00	$ 1,860.10
SAP	SAP HANA DBServices, ASE non-production x-large	8003539	$ 3,850.00	$ 3,426.50
SAP	SAP HANA Cloud Platform, professional edition	8003513	$ 22.00	$ 19.58
SAP	SAP HANA Cloud Platform, single application edition	8003514	$ 43.00	$ 38.27
SAP	SAP HANA Cloud Platform, multiple application edition	8003515	$ 130.00	$ 115.70
SAP	SAP HANA Cloud Platform gamification service	8004046	$ 1,100.00	$ 979.00
SAP	SAP HANA AppServices, standard edition	8003516	$ 1,089.00	$ 969.21
SAP	SAP HANA AppServices, premium edition	8003517	$ 3,619.00	$ 3,220.91
SAP	HANA Cloud Integration - Application Ed	8000800	$ 0.08	$ 0.08
SAP	HANA Cloud Integration Standard Edition	8002949	$ 2,200.00	$ 1,958.00
SAP	HANA Cloud Integration Professional Edition	8002951	$ 5,500.00	$ 4,895.00
SAP	HANA Cloud Integration, add'l connection	8002952	$ 385.00	$ 342.65
SAP	SAP HANA AppServices, Cloud Identity	8003511	$ 5.50	$ 4.90
SAP	SAP HANA AppServices, Web IDE Edition	8003103	$ 54.00	$ 48.06
SAP	SAP HCP, Remote Data Sync Service, standard edition	8003943	$ 587.00	$ 522.43
SAP	SAP HCP, Remote Data Sync Service, premium edition	8003944	$ 1,099.00	$ 978.11
SAP	SAP HCP Internet of Things Services	8003929	$ 2.20	$ 1.96
SAP	SAP TwoGo Location	8000776	$ 11.00	$ 9.79
SAP	SAP Mobile Documents Cloud, User	8000761	$ 4.40	$ 3.92
SAP	SAP Mobile Docs Cloud, Storage	8003298	$ 2.20	$ 1.96
SAP	SAP Mobile Secure, cloud edition	8004160	$ 1.65	$ 1.47
SAP	SAP Mobile App Protection by Mocana, cloud	8004161	$ 2.20	$ 1.96
SAP	SAP HCP Mobile Services, user	8003145	$ 5.50	$ 4.90
SAP	SAP HCP Mobile Services, consumer edition	8004024	$ 8,250.00	$ 7,342.50
SAP	SAP Forms as a Service	8003528	$ 4,400.00	$ 3,916.00
SAP	SAP Lumira Cloud, Professional Ed (GB)	8000782-1	$ 147.00	$ 130.83
SAP	SAP Lumira Cloud, Professional Ed (GB)	8000782-2	$ 246.00	$ 218.94
SAP	SAP Lumira Cloud, Professional Ed (GB)	8000782-3	$ 494.00	$ 439.66
SAP	SAP Lumira Cloud, Enterprise Ed, User	8000783	$ 24.00	$ 21.36
SAP	SAP Lumira Cloud,Ent Ed,Storage (per GB)	8000784	$ 24.00	$ 21.36
SAP	SAP Cloud for Analytics, Analytics Std User Public Ed.	8004104	$ 127.00	$ 113.03
SAP	SAP Cloud for Analytics, Planning Prof User Public Ed.	8004105	$ 1,733.00	$ 1,542.37

SAP	SAP Cloud for Analytics, Planning Std User Public Ed.	8004106	$ 121.00	$ 107.69
SAP	SAP Cloud for Analytics, BI User Public Ed.	8004107	$ 22.00	$ 19.58
SAP	SAP Digital Boardroom, Public Ed.	8004108	$ 11,000.00	$ 9,790.00
SAP	SAP Cloud for Analytics, Analytics Std User Private Ed.	8004099	$ 198.00	$ 176.22
SAP	SAP Cloud for Analytics, Planning Prof User Private Ed.	8004100	$ 2,200.00	$ 1,958.00
SAP	SAP Cloud for Analytics, Planning Std User Private Ed.	8004101	$ 165.00	$ 146.85
SAP	SAP Cloud for Analytics, BI User Private Ed.	8004102	$ 66.00	$ 58.74
SAP	SAP Digital Boardroom, Private Ed.	8004103	$ 16,500.00	$ 14,685.00
SAP	SAP Cloud for Analytics, BI Extension Public Ed.	8004110	$ 22.00	$ 19.58
SAP	SAP Cloud for Analytics, storage add-on (per 10 GB)	8003359	$ 11.00	$ 9.79
SAP	SAP Cloud for Analytics test tenant 32 GB Private Ed.	8003351	$ 2,567.00	$ 2,284.63
SAP	SAP Cloud for Analytics test tenant 64 GB Private Ed.	8003352	$ 2,842.00	$ 2,529.38
SAP	SAP Cloud for Analytics test tenant 128 GB Private Ed.	8003353	$ 3,392.00	$ 3,018.88
SAP	SAP Cloud for Analytics test tenant 256 GB Private Ed.	8003354	$ 6,783.00	$ 6,036.87
SAP	SAP Cloud for Analytics 64 GB HANA upgrade, Private Ed.	8003614	$ 642.00	$ 571.38
SAP	SAP Cloud for Analytics 128 GB HANA upgrade, Private Ed.	8003355	$ 642.00	$ 571.38
SAP	SAP Cloud for Analytics 256 GB HANA upgrade, Private Ed.	8003356	$ 1,100.00	$ 979.00
SAP	SAP Cloud for Analytics 512 GB HANA upgrade, Private Ed.	8003357	$ 2,200.00	$ 1,958.00
SAP	SAP Cloud for Analytics 1024 GB HANA upgrade, Private Ed.	8003358	$ 2,750.00	$ 2,447.50
SAP	SAP Agile Data Preparation, cloud edition, technology foundation	8004122	$ 35,200.00	$ 31,328.00
SAP	SAP Agile Data Preparation, cloud edition, analyst option	8004123	$ 550.00	$ 489.50
SAP	SAP API Mgmt, standard cloud edition	8003674	$ 8,250.00	$ 7,342.50
SAP	SAP API Mgmt, premier cloud edition	8003676	$ 11,000.00	$ 9,790.00
SAP	SAP API Mgmt, enterprise cloud edition	8003677	$ 16,500.00	$ 14,685.00
SAP	Preferred Care, SuccessFactors	8003322	$ 0.20	
SAP	Preferred Care, SAP	8003430	$ 0.20	
SAP	Expert Care, Ariba	8002441	$ 0.30	
ServiceNow	ServiceNow® Additional Non-Production Instance - US Data Center (Monthly)	VOPADDINSTDC-US	$ 1,250.00	$ 1,240.55
ServiceNow	ServiceNow® Additional Production Environment - US Data Center (Monthly)	ADDPRODENVRNMTUS	$ 3,750.00	$ 3,721.66
ServiceNow	ServiceNow® Approver User (Monthly)	SNCAPPROVER-36	$ 25.00	$ 24.81
ServiceNow	ServiceNow® Cloud Management - Node (250 Node Minimum Quantity)	SNCPROD90874	$ 7.00	$ 6.95
ServiceNow	ServiceNow® Customer Service Management - Fulfiller User (Monthly)	SNCPROD103484	$ 125.00	$ 124.06
ServiceNow	ServiceNow® Discovery - Node (250 Node Minimum Quantity)	SNCPROD90840	$ 6.00	$ 5.95
ServiceNow	ServiceNow® Event Management - Node (250 Node Minimum Quantity)	SNCPROD90854	$ 7.00	$ 6.95
ServiceNow	ServiceNow® Express Discovery (100 Pack) - Devices (Monthly)	SNCPROD01057	$ 20.00	$ 19.85
ServiceNow	ServiceNow® Express Discovery (1000 Pack - 500 Included at No Charge) - Devices (Monthly)	SNCPROD01056	$ 100.00	$ 99.24
ServiceNow	ServiceNow® Express Fulfiller User (Monthly)	SNCEXPRESS	$ 50.00	$ 49.62
ServiceNow	ServiceNow® Facilities Service Automation - Unrestricted User (1000 Unrestricted User Minimum Quantity)	SNFACILITIESSVC	$ 7.00	$ 6.95
ServiceNow	ServiceNow® Financial Management - Fulfiller User (Monthly)	SNCFINMGMT	$ 1,250.00	$ 1,240.55
ServiceNow	ServiceNow® Governance, Risk and Compliance Suite - Fulfiller User	SNCPROD90746	$ 125.00	$ 124.06
ServiceNow	ServiceNow® IT Financial Management - Unrestricted User (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCFINMGMTUN	$ 1.00	$ 0.99
ServiceNow	ServiceNow® IT Service Automation Suite - Unrestricted User (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCSVCSAUTSTEGVT-UR	$ 10.00	$ 9.92
ServiceNow	ServiceNow® ITSA Unlimited - Fulfiller User (Monthly)	SNITSAUNLTD	$ 350.00	$ 347.36
ServiceNow	ServiceNow® ITSA Unlimited (Including Platform Runtime) - Fulfiller User	SNCPROD90795	$ 200.00	$ 198.49
ServiceNow	ServiceNow® Notify (All users) - User (Monthly)	SNCNOTIFYAL	$ 1.25	$ 1.24
ServiceNow	ServiceNow® Orchestration Client Software Distribution Application - Client Node (250 Node Minimum Quantity)	SNCPROD90836	$ 1.00	$ 0.99
ServiceNow	ServiceNow® Orchestration Core (10,000 Password Users and 1000 Client SW Dist. Client Nodes included) - Node (250 Node Minimum Quantity)	SNCPROD90863	$ 6.00	$ 5.95
ServiceNow	ServiceNow® Orchestration Password Reset Application - User (Monthly)	SNCORCHPASSWORD	$ 0.50	$ 0.50
ServiceNow	ServiceNow® Performance Analytics - Application (per $1000 Subscription) (Monthly)	SNCPERFANAUSER	$ 200.00	$ 198.49

ServiceNow	ServiceNow® Performance Analytics For IT Service Automation Suite - Application (per $1000 Subscription) (Monthly)	SNCPERFANAITSA	$ 200.00	$ 198.49
ServiceNow	ServiceNow® Performance Analytics For Service Management Suite - Application (per $1000 Subscription) (Monthly)	SNCPERFANASERVMGMT	$ 200.00	$ 198.49
ServiceNow	ServiceNow® Performance Analytics For Service Management Suite With Platform Runtime - Application (per $1000 Subscription) (Monthly)	SNCPROD90797	$ 200.00	$ 198.49
ServiceNow	ServiceNow® Platform Runtime - Fulfiller User	SNCPROD90781	$ 35.00	$ 34.74
ServiceNow	ServiceNow® Project Portfolio Suite - Fulfiller User (Monthly)	SNCPROJPORTUF	$ 75.00	$ 74.43
ServiceNow	ServiceNow® Project Portfolio Suite - Unrestricted User (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCPROJPORTU-UR	$ 8.00	$ 7.94
ServiceNow	ServiceNow® Public Catalog - Requests (Additonal Requests) (Monthly)	SNCPUBCATADD-36	$ 0.42	$ 0.42
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 1) (Monthly)	SNCPUBCAT1-36	$ 8,333.33	$ 8,270.36
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 2) (Monthly)	SNCPUBCAT2-36	$ 10,416.67	$ 10,337.95
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 3) (Monthly)	SNCPUBCAT3-36	$ 12,500.00	$ 12,405.54
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 4) (Monthly)	SNCPUBCAT4-36	$ 16,666.67	$ 16,540.72
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 5) (Monthly)	SNCPUBCAT5-36	$ 20,833.33	$ 20,675.90
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 1 to Tier 2 (Up to 19999 Requests) (Monthly)	SNCPUBCAT1-2	$ 2,083.34	$ 2,067.60
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 1 to Tier 3 (Up to 99999 Requests) (Monthly)	SNCPUBCAT1-3	$ 4,166.67	$ 4,135.18
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 1 to Tier 4 (Up to 299999 Requests) (Monthly)	SNCPUBCAT1-4	$ 8,333.34	$ 8,270.37
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 1 to Tier 5 (Up to 599999 Requests) (Monthly)	SNCPUBCAT1-5	$ 12,500.00	$ 12,405.54
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 2 to Tier 3 (Up to 99999 Requests) (Monthly)	SNCPUBCAT2-3	$ 2,083.33	$ 2,067.59
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 2 to Tier 4 (Up to 299999 Requests) (Monthly)	SNCPUBCAT2-4	$ 6,250.00	$ 6,202.77
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 2 to Tier 5 (Up to 599999 Requests) (Monthly)	SNCPUBCAT2-5	$ 10,416.66	$ 10,337.94
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 3 to Tier 4 (Up to 299999 Requests) (Monthly)	SNCPUBCAT3-4	$ 4,166.67	$ 4,135.18
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 3 to Tier 5 (Up to 599999 Requests) (Monthly)	SNCPUBCAT3-5	$ 8,333.33	$ 8,270.36
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 4 to Tier 5 (Up to 599999 Requests) (Monthly)	SNCPUBCAT4-5	$ 4,166.66	$ 4,135.17
ServiceNow	ServiceNow® Security Operations - Devices (250 Device Minimum Quantity) (Monthly)	SNCPROD104598	$ 0.75	$ 0.74
ServiceNow	ServiceNow® Security Operations (1,000 Devices Included) - Module (Monthly)	SNCPROD104565	$ 6,250.00	$ 6,202.77
ServiceNow	ServiceNow® Service Automation Platform Suite - Process User (Monthly)	SNCSVCSAUTPLT	$ 100.00	$ 99.24
ServiceNow	ServiceNow® Service Catalog With Request Management - Unrestricted Users (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCSERVCATREQMG	$ 3.00	$ 2.98
ServiceNow	ServiceNow® Service Management Suite - Fulfiller User (Monthly)	SNCSERVMGMT	$ 100.00	$ 99.24
ServiceNow	ServiceNow® Service Management Suite - Unrestricted User (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCSERVMGMTUN	$ 20.00	$ 19.85
ServiceNow	ServiceNow® Service Management Suite With Platform Runtime - Fulfiller User	SNCPROD90798	$ 125.00	$ 124.06
ServiceNow	ServiceNow® ServiceWatch (Eureka and Fuji Only) - Nodes (250 Node Minimum Quantity) (Monthly)	SNCPROD125784	$ 17.00	$ 16.87
ServiceNow	ServiceNow® ServiceWatch Insight (Discovery, Service Mapping and Event Management included) - Node (250 Node Minimum Quantity)	SNCPROD90862	$ 17.00	$ 16.87
ServiceNow	ServiceNow® ServiceWatch Mapping (Discovery and Service Mapping included) - Node (250 Node Minimum Quantity)	SNCPROD90845	$ 14.00	$ 13.89
ServiceNow	ServiceNow® ServiceWatch Suite - Node (250 Node Minimum Quantity)	SNCPROD90911	$ 26.00	$ 25.80
ServiceNow	ServiceNow® Time Card User - Time Card User (Monthly)	SNCTIMECARD	$ 15.00	$ 14.89
ServiceNow	ServiceNow® Field Service Automation - Unrestricted User (1000 Unrestricted User Minimum Quantity)	SNFIELDSVCAUTU	$ 7.00	$ 6.95
ServiceNow	ServiceNow® HR Service Automation - Unrestricted User (1000 Unrestricted User Minimum Quantity)	SNCHRSERVICEU	$ 7.00	$ 6.95
ServiceNow	ServiceNow® Edge Encryption - Application (per $1000 Subscription) User (Monthly)	SNCPROD01054	$ 200.00	$ 198.49
ServiceNow	ServiceNow® HR Service Management - Unrestricted User (1000 Unrestricted User Minimum Quantity)	SNCHRSERVICE	$ 5.00	$ 4.96
ServiceNow	ServiceNow® Service Management Suite v2 - Fulfiller User	SNCSERVMGMTV2	$ 100.00	$ 99.24
ServiceNow	ServiceNow® Service Management Suite v2 With Platform Runtime - Fulfiller User	SNCSERVPLATRTV2	$ 125.00	$ 124.06
ServiceNow	ServiceNow® Service Strategy - Worker	SNCSERVSTRAT	$ 30.00	$ 29.77
ServiceNow	ServiceNow® Service Strategy - Planner	SNCSERVSTRAT	$ 75.00	$ 74.43
ServiceNow	ServiceNow® Service Strategy - Analyst	SNCSERVSTRAT	$ 1,250.00	$ 1,240.55
ServiceNow	ServiceNow® Reporting and Performance Analytics (2 days) - Public (per attendee)	PROD00975	$ 1,595.00	$ 1,582.95
ServiceNow	ServiceNow® Reporting and Performance Analytics (2 days) - On-Site Class (per attendee, minimum 5 attendees)	PROD00981	$ 1,595.00	$ 1,582.95
ServiceNow	ServiceNow® Reporting and Performance Analytics (2 days) - On-Site Class (additional attendee)	PROD00982	$ 1,595.00	$ 1,582.95
Virtru	VTRUEMAIL001	Virtru email encryption licen	$ 60.00	$ 58.65
Virtru	VTRUDRIVE002	Virtru Google Drive encryptic	$ 60.00	$ 58.65
Virtru	VTRUHIPAA003	Preconfigured DLP rules that	$ 499.00	$ 487.77

Virtru	VTRUTEMP004	Customer's logo added to the	$ 499.00	$ 487.77
Virtru	VTRUGTWY005	Server-side gateway that sca	$ 30,000.00	$ 29,325.00
Virtru	VTRUSR006	Customer's branding added t	$ 9,999.00	$ 9,774.02
Virtru	VTRUCLI007	Command line interace (CLI)	$ 1,999.00	$ 1,954.02
Virtustream	System Backup Setup	IC-DP-BU-1T	$ 500.00	$ 465.00
Virtustream	vHANA Installation and Setup Charge - Virtual Appliance	HM-HA-VIR-1T	$ 1,000.00	$ 930.00
Virtustream	Policy Auditor Service Setup	CS-VS-PSVC-1T	$ 62.50	$ 58.13
Virtustream	Policy Auditor System Setup	CS-VS-PSYS-1T	$ 1,500.00	$ 1,395.00
Virtustream	1 TB HANA Managed Appliance (Single Node/Scale-Up) - Primary	HM-HA1-SN-1TB	$ 6,924.60	$ 6,439.88
Virtustream	1 TB HANA Managed Appliance (Single Node/Scale-Up) - Secondary	HM-HA2-SN-1TB	$ 6,924.60	$ 6,439.88
Virtustream	1 TB HANA Managed Appliance for BW (Scale-Out) - Primary	HM-HA1-SO-1TB	$ 7,883.96	$ 7,332.08
Virtustream	1 TB HANA Managed Appliance for BW (Scale-Out) - Secondary	HM-HA2-SO-1TB	$ 7,883.96	$ 7,332.08
Virtustream	1 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-1TB	$ 7,049.50	$ 6,556.03
Virtustream	1 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-1TB	$ 7,049.50	$ 6,556.03
Virtustream	1.5 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-15	$ 7,889.70	$ 7,337.43
Virtustream	1.5 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-15	$ 7,889.70	$ 7,337.43
Virtustream	2 TB HANA Managed Appliance (Single Node/Scale-Up) - Primary	HM-HA1-SN-2TB	$ 16,353.69	$ 15,208.93
Virtustream	2 TB HANA Managed Appliance (Single Node/Scale-Up) - Secondary	HM-HA2-SN-2TB	$ 16,353.69	$ 15,208.93
Virtustream	2 TB HANA Managed Appliance for BW (Scale-Out) - Primary	HM-HA1-SO-2TB	$ 15,978.11	$ 14,859.65
Virtustream	2 TB HANA Managed Appliance for BW (Scale-Out) - Secondary	HM-HA2-SO-2TB	$ 15,978.11	$ 14,859.65
Virtustream	2 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-2TB	$ 8,438.34	$ 7,847.65
Virtustream	2 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-2TB	$ 8,438.34	$ 7,847.65
Virtustream	2FA Dedicated Base Fee	CS-2F-D1-SYS	$ 150.00	$ 139.50
Virtustream	2FA Dedicated DR Base Fee	CS-2F-D2-SYS	$ 45.00	$ 41.85
Virtustream	2FA Dedicated Token Fee	CS-2F-DT-MF	$ 9.00	$ 8.37
Virtustream	2FA Shared Token Fee	CS-2F-ST-MF	$ 11.00	$ 10.23
Virtustream	2FA Virtustream Portal Token Fee	CS-2F-VPT-MF	$ 9.00	$ 8.37
Virtustream	3 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-3TB	$ 9,613.54	$ 8,940.59
Virtustream	3 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-3TB	$ 9,613.54	$ 8,940.59
Virtustream	512 GB HANA Managed Appliance (Single Node/Scale-Up) - Primary	HM-HA1-SN-512	$ 5,472.60	$ 5,089.52
Virtustream	512 GB HANA Managed Appliance (Single Node/Scale-Up) - Secondary	HM-HA2-SN-512	$ 5,472.60	$ 5,089.52
Virtustream	512 GB HANA Managed Appliance for BW (Scale-Out) - Primary	HM-HA1-SO-512	$ 6,533.21	$ 6,075.89
Virtustream	512 GB HANA Managed Appliance for BW (Scale-Out) - Secondary	HM-HA2-SO-512	$ 6,533.21	$ 6,075.89
Virtustream	6 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-6TB	$ 25,124.52	$ 23,365.81
Virtustream	6 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-6TB	$ 25,124.52	$ 23,365.81
Virtustream	Encryption Non-Production Agent per vCPU Fee	CS-ENC-AGTC-NP	$ 30.00	$ 27.90
Virtustream	Encryption Production Agent per vCPU Fee	CS-ENC-AGTC-PR	$ 60.00	$ 55.80
Virtustream	HANA Encryption Agent Fee (Non-Production)	CS-ENC-AGTH-NP	$ 125.00	$ 116.25
Virtustream	HANA Encryption Agent Fee (Production)	CS-ENC-AGTH-PR	$ 250.00	$ 232.50
Virtustream	Enterprise Basic Plus µVM	IC-UVM-BASP-ENT	$ 66.00	$ 61.38
Virtustream	Enterprise Reserve µVM	IC-UVM-RESV-ENT	$ 10.00	$ 9.30
Virtustream	Encryption Management System Fee	CS-ENC-SYS-SYS	$ 850.00	$ 790.50
Virtustream	Firewall Audit System	CS-FA-FA-SYS	$ 675.00	$ 627.75
Virtustream	Managed Firewall Auditing Service	CS-FA-MFA-SVC	$ 270.00	$ 251.10
Virtustream	Anti-Virus Primary System	CS-TM-AV1-SYS	$ 25.00	$ 23.25
Virtustream	Anti-Virus Secondary System	CS-TM-AV2-SYS	$ 25.00	$ 23.25
Virtustream	Anti-Virus Managed Service	CS-TM-AV-SVC	$ 24.99	$ 23.24
Virtustream	File Integrity Monitoring Primary System	CS-TM-FIM1-SYS	$ 25.00	$ 23.25
Virtustream	File Integrity Monitoring Secondary System	CS-TM-FIM2-SYS	$ 25.00	$ 23.25

Virtustream	High Memory Enterprise Basic Plus µVM	IC-UHV-BASP-ENT	$ 24.00	$ 22.32
Virtustream	High Memory Enterprise Basic Plus VM Fee	IC-HVM-BASP-ENT	$ 1,275.00	$ 1,185.75
Virtustream	High Memory Enterprise Reserve µVM	IC-UHV-RESV-ENT	$ 6.50	$ 6.05
Virtustream	Intrusion Detection and Firewall Primary System	CS-TM-IDFW1-SYS	$ 203.57	$ 189.32
Virtustream	Intrusion Detection and Firewall Secondary System	CS-TM-IDFW2-SYS	$ 25.00	$ 23.25
Virtustream	IPSec VPN Bandwidth Fee - USDC1	CS-VPN-U1-NET	$ 31.25	$ 29.06
Virtustream	IPSec VPN Bandwidth Fee - USDC2	CS-VPN-U2-NET	$ 31.25	$ 29.06
Virtustream	IPSec VPN Tunnel Managed Service	CS-VPN-T-SVC	$ 50.00	$ 46.50
Virtustream	Load Balancing Bandwidth Fee (Additional to Network Bandwidth)	IC-NW-LBM-NET	$ 22.50	$ 20.93
Virtustream	Intrusion Detection and Firewall Managed Service	CS-TM-IDFW-SVC	$ 73.74	$ 68.57
Virtustream	VM-Level Security Bundle Primary System fee	CS-TM-VLSB1-SYS	$ 190.18	$ 176.87
Virtustream	Managed Load Balancer Services (Per Server)	IC-NW-LBM-LB	$ 100.00	$ 93.00
Virtustream	VM-Level Security Bundle Secondary System fee	CS-TM-VLSB2-SYS	$ 56.25	$ 52.31
Virtustream	Managed Perimeter Firewall	CS-FW-MPF-SVC	$ 25.00	$ 23.25
Virtustream	Microsoft OS	IC-SW-MSS-WIN	$ 50.00	$ 46.50
Virtustream	Microsoft SQL Enterprise (Per 2 cores)	IC-SW-MQL-ENT	$ 575.00	$ 534.75
Virtustream	Microsoft SQL Standard (Per 2 cores)	IC-SW-MQL-STD	$ 150.00	$ 139.50
Virtustream	Network Bandwidth Fee - USDC1	CS-NW-BWU1-NET	$ 28.75	$ 26.74
Virtustream	Network Bandwidth Fee - USDC2	CS-NW-BWU2-NET	$ 28.75	$ 26.74
Virtustream	Network Based Intrusion Detection System and Managed Service - Secondary	CS-IDS-NB2-SYS	$ 477.00	$ 443.61
Virtustream	Network Based Intrusion Detection System and Managed Service - Primary	CS-IDS-NB1-SYS	$ 957.00	$ 890.01
Virtustream	VM-Level Security Bundle Service Fee (<101 VMs)	CS-TM-VLSBA-SVC	$ 116.14	$ 108.01
Virtustream	VM-Level Security Bundle Service Fee (<1001 VMs)	CS-TM-VLSBB-SVC	$ 105.92	$ 98.50
Virtustream	Public IP Address (IPv4)	IC-NW-IPAD-V4	$ 25.00	$ 23.25
Virtustream	Public IP Address (IPv6)	IC-NW-IPAD-V6	$ 5.00	$ 4.65
Virtustream	Red Hat Enterprise Linux - Enterprise (Per OS)	IC-SW-RHL-ENT	$ 100.00	$ 93.00
Virtustream	Red Hat Enterprise Linux - Standard (Per OS)	IC-SW-RHL-STD	$ 50.00	$ 46.50
Virtustream	Remote Desktop Services (Per User)	IC-SW-RDS-IF	$ 7.50	$ 6.98
Virtustream	SUSE Linux Enterprise <=2 vCPU & <=2GB RAM	IC-SW-SLES-2C	$ 110.00	$ 102.30
Virtustream	SUSE Linux Enterprise <=4 vCPU & <=8GB RAM	IC-SW-SLES-4C	$ 150.00	$ 139.50
Virtustream	SUSE Linux Enterprise <=8 vCPU & >8GB RAM	IC-SW-SLES-8C	$ 250.00	$ 232.50
Virtustream	SUSE Linux Enterprise > 8 vCPU & >8GB RAM	IC-SW-SLES-VCPU	$ 32.00	$ 29.76
Virtustream	SUSE Linux Enterprise for Physical HANA	IC-SW-SLES-PH	$ 200.00	$ 186.00
Virtustream	SUSE Linux Enterprise for SAP <=2 vCPU & <=2GB RAM	IC-SW-SLES-S2C	$ 200.00	$ 186.00
Virtustream	SUSE Linux Enterprise for SAP <=4 vCPU & <=8GB RAM	IC-SW-SLES-S4C	$ 275.00	$ 255.75
Virtustream	SUSE Linux Enterprise for SAP >4 vCPU or >8GB RAM	IC-SW-SLES-SVM	$ 325.00	$ 302.25
Virtustream	SUSE Linux Enterprise for Virtual HANA	IC-SW-SLES-VH	$ 73.00	$ 67.89
Virtustream	STABDARD System Backup (PROTECTED)- Local Only	IC-DP-BUP-LOC	$ 0.30	$ 0.28
Virtustream	STANDARD System Backup (PROTECTED) - Replicated	IC-DP-BUP-REP	$ 0.40	$ 0.37
Virtustream	HANA System Backup (Protected Data) - Local Only	IC-DP-BUPH-LOC	$ 1.35	$ 1.26
Virtustream	HANA System Backup (Protected Data) - Replicated	IC-DP-BUPH-REP	$ 1.80	$ 1.67
Virtustream	Tier 0 Block Storage - Local Only	IC-STO-T0A-LOC	$ 0.99	$ 0.92
Virtustream	Tier 0 Block Storage - Replicated	IC-STO-T0A-REP	$ 2.23	$ 2.07
Virtustream	Tier I Block Storage - Local Only	IC-STO-T1A-LOC	$ 0.53	$ 0.49
Virtustream	Tier I Block Storage - Replicated	IC-STO-T1A-REP	$ 1.16	$ 1.07
Virtustream	Tier II Block Storage - Local Only	IC-STO-T2A-LOC	$ 0.37	$ 0.34
Virtustream	Tier II Block Storage - Replicated	IC-STO-T2A-REP	$ 0.84	$ 0.78
Virtustream	Tier III Block Storage - Local Only	IC-STO-T3A-LOC	$ 0.16	$ 0.15
Virtustream	Tier III Block Storage – Replicated	IC-STO-T3A-REP	$ 0.42	$ 0.39

Virtustream	VM-Level Security Bundle Service Fee (<10,001 VMs)	CS-TM-VLSBC-SVC	$ 99.00	$ 92.07
Virtustream	VM-Level Security Bundle Service Fee (10,000+ VMs)	CS-TM-VLSBD-SVC	$ 88.72	$ 82.51
Virtustream	Log Management System Fee	CS-VS-LM-SYS	$ 2,000.00	$ 1,860.00
Virtustream	Managed Log Management Service	CS-VS-MLM-SVC	$ 60.00	$ 55.80
Virtustream	Policy Auditor Service Fee	CS-VS-PA-SVC	$ 73.00	$ 67.89
Virtustream	Policy Auditor System Fee	CS-VS-PA-SYS	$ 125.00	$ 116.25
Virtustream	Vulnerability Scanning Managed Service - non Public IP	CS-VS-NPIP-SVC	$ 100.00	$ 93.00
Virtustream	Vulnerability Scanning Remedial Ad Hoc Scan	CS-VS-NPIP-AH	$ 450.00	$ 418.50
Virtustream	Vulnerability Scanning Managed Service - Public IP	CS-VS-PIP-SVC	$ 500.00	$ 465.00
Virtustream	Co-Innovation Roundtables - Ad Hoc (6 months)	CC-TAM-CIR-AH	$ 5,850.00	$ 5,440.50
Virtustream	Demand Management Meetings - Ad Hoc (3 months)	CC-TAM-DMM-AH	$ 3,217.50	$ 2,992.28
Virtustream	Executive Scorecards - Ad Hoc (3 months)	CC-TAM-ES-AH	$ 3,510.00	$ 3,264.30
Virtustream	IT Resource Forecast - Ad Hoc (3 months)	CC-TAM-ITRF-AH	$ 7,020.00	$ 6,528.60
Virtustream	Reporting and Business Review - Ad Hoc (1 month)	CC-TAM-RBR-AH	$ 4,638.75	$ 4,314.04
Virtustream	Resource and Performance - Ad Hoc (1 month)	CC-TAM-RP-AH	$ 4,203.75	$ 3,909.49
Virtustream	SLA Review - Ad Hoc (1 month)	CC-TAM-SLAR-AH	$ 1,755.00	$ 1,632.15
Virtustream	Weekly Status and Incident Reporting - Ad Hoc (1 month)	CC-TAM-WSIR-AH	$ 3,330.00	$ 3,096.90
Virtustream	Cloud Cover Setup	CC-SVC-ONCC-1T	$ 155.00	$ 144.15
Virtustream	Onshore SAP User, Security, and Change Management Process Setup	CC-SAP-ONUS-1T	$ 2,750.00	$ 2,557.50
Virtustream	Onshore Business Operating System & Database Support	CC-NS-ONDB-BUS	$ 550.00	$ 511.50
Virtustream	Onshore Business Operating System Support	CC-NS-ONOS-BUS	$ 312.50	$ 290.63
Virtustream	Onshore Business SAP Technical Support (Non-Prod/Basis)	CC-SAP-ONNH-BUS	$ 1,031.25	$ 959.06
Virtustream	Onshore Business SAP Technical Support (Prod/Basis)	CC-SAP-ONPH-BUS	$ 2,625.00	$ 2,441.25
Virtustream	Onshore Enterprise Operating System & Database Support	CC-NS-ONDB-ENT	$ 675.00	$ 627.75
Virtustream	Onshore Enterprise Operating System Support	CC-NS-ONOS-ENT	$ 406.25	$ 377.81
Virtustream	Onshore Enterprise SAP Technical Support (Non-Prod/Basis)	CC-SAP-ONNH-ENT	$ 2,625.00	$ 2,441.25
Virtustream	Onshore Enterprise SAP Technical Support (Prod/Basis)	CC-SAP-ONPH-ENT	$ 3,625.00	$ 3,371.25
Virtustream	Onshore Standard Operating System & Database Support	CC-NS-ONDB-STD	$ 168.75	$ 156.94
Virtustream	Onshore Standard Operating System Support	CC-NS-ONOS-STD	$ 93.75	$ 87.19
Virtustream	Onshore Standard SAP Technical Support (Non-Prod)	CC-SAP-ONNH-STD	$ 406.25	$ 377.81
Virtustream	Onshore Standard SAP Technical Support (Prod)	CC-SAP-ONPH-STD	$ 687.50	$ 639.38
Virtustream	Operational Integration - 1 Year	CC-TAM-OPIN-1Y	$ 1,950.00	$ 1,813.50
Virtustream	Reporting and Business Review - 1 Year	CC-TAM-RBR-1Y	$ 3,092.50	$ 2,876.03
Virtustream	Resource and Performance - 1 Year	CC-TAM-RP-1Y	$ 2,802.50	$ 2,606.33
Virtustream	SLA Review - 1 Year	CC-TAM-SLAR-1Y	$ 1,170.00	$ 1,088.10
Virtustream	Technical Account Management (TAM) - Gold	CC-TAM-TAM-GOLD	$ 12,000.00	$ 11,160.00
Virtustream	Technical Account Management (TAM) - Silver	CC-TAM-TAM-SILV	$ 6,000.00	$ 5,580.00
Virtustream	Technical Account Manager (TAM) - Platinum	CC-TAM-TAM-PLAT	$ 24,000.00	$ 22,320.00
Virtustream	Technical Account Management (TAM) - Per Instance	CC-TAM-TAM-INST	$ 400.00	$ 372.00
Virtustream	Weekly Status and Incident Reporting - 1 Year	CC-TAM-WSIR-1Y	$ 2,220.00	$ 2,064.60
Virtustream	Rack & Stack (Full Cab) - USDC2	DC-RKU2-RS-1T	$ 1,562.50	$ 1,453.13
Virtustream	Rack & Stack (Full Cab) - USDC1	DC-RKU1-RS-1T	$ 1,562.50	$ 1,453.13
Virtustream	Remote Eyes & Hands (US) - Bronze/Silver Ad Hoc (1 Hour)	DC-SVC-REU-SAH1	$ 150.00	$ 139.50
Virtustream	Remote Eyes & Hands (US) - Bronze/Silver Ad Hoc (15 Minutes)	DC-SVC-REU-SAHQ	$ 37.50	$ 34.88
Virtustream	Remote Eyes & Hands (US) - Gold Ad Hoc (1 Hour)	DC-SVC-REU-GAH1	$ 175.00	$ 162.75
Virtustream	Remote Eyes & Hands (US) - Gold Ad Hoc (15 Minutes)	DC-SVC-REU-GAHQ	$ 43.75	$ 40.69
Virtustream	Cloud Connect - HA (48 ports available) - Setup - USDC1	DC-NWU1-XCH-1T	$ 650.00	$ 604.50
Virtustream	Cloud Connect - HA (48 ports available) - Setup - USDC2	DC-NWU2-XCH-1T	$ 650.00	$ 604.50
Virtustream	Cloud Connect - Standard (24 Ports Available) - Setup - USDC1	DC-NWU1-XCS-1T	$ 450.00	$ 418.50

Virtustream	Cloud Connect - Standard (24 Ports Available) - Setup - USDC2	DC-NWU2-XCS-1T	$ 450.00	$ 418.50
Virtustream	Coax Cross Connect - USDC1 - Installation	DC-NWU1-XCCX-1T	$ 200.00	$ 186.00
Virtustream	Coax Cross Connect - USDC2 - Installation	DC-NWU2-XCCX-1T	$ 200.00	$ 186.00
Virtustream	Copper Cross Connect - USDC1 - Installation	DC-NWU1-XCC-1T	$ 250.00	$ 232.50
Virtustream	Copper Cross Connect - USDC2 - Installation	DC-NWU2-XCC-1T	$ 250.00	$ 232.50
Virtustream	Fiber Cross Connect - USDC1 - Installation	DC-NWU1-XCF-1T	$ 500.00	$ 465.00
Virtustream	Fiber Cross Connect - USDC2 - Installation	DC-NWU2-XCF-1T	$ 500.00	$ 465.00
Virtustream	20 A / 120 V Power Strip - USDC1	DC-PWU1-21S-1T	$ 1,125.00	$ 1,046.25
Virtustream	20 A / 120 V Power Strip - USDC2	DC-PWU2-21S-1T	$ 1,125.00	$ 1,046.25
Virtustream	20 A / 120 V Primary / Redundant Power - USDC1 - Installation	DC-PWU1-21R-1T	$ 3,020.84	$ 2,809.38
Virtustream	20 A / 120 V Primary / Redundant Power - USDC2 - Installation	DC-PWU2-21R-1T	$ 4,479.16	$ 4,165.62
Virtustream	20 A / 120 V Primary Power - USDC1 - Installation	DC-PWU1-21P-1T	$ 1,979.16	$ 1,840.62
Virtustream	20 A / 120 V Primary Power - USDC2 - Installation	DC-PWU2-21P-1T	$ 2,916.66	$ 2,712.49
Virtustream	20 A / 208 V Power Strip - USDC1	DC-PWU1-22S-1T	$ 1,375.00	$ 1,278.75
Virtustream	20 A / 208 V Power Strip - USDC2	DC-PWU2-22S-1T	$ 1,375.00	$ 1,278.75
Virtustream	20 A / 208 V Primary / Redundant Power - USDC1 - Installation	DC-PWU1-22R-1T	$ 3,125.00	$ 2,906.25
Virtustream	20 A / 208 V Primary / Redundant Power - USDC2 - Installation	DC-PWU2-22R-1T	$ 4,687.50	$ 4,359.38
Virtustream	20 A / 208 V Primary Power - USDC1 - Installation	DC-PWU1-22P-1T	$ 2,083.34	$ 1,937.51
Virtustream	20 A / 208 V Primary Power - USDC2 - Installation	DC-PWU2-22P-1T	$ 3,229.16	$ 3,003.12
Virtustream	30 A / 120 V Power Strip - USDC1	DC-PWU1-31S-1T	$ 1,375.00	$ 1,278.75
Virtustream	30 A / 120 V Power Strip - USDC2	DC-PWU2-31S-1T	$ 1,375.00	$ 1,278.75
Virtustream	30 A / 120 V Primary / Redundant Power - USDC1 - Installation	DC-PWU1-31R-1T	$ 4,583.34	$ 4,262.51
Virtustream	30 A / 120 V Primary / Redundant Power - USDC2 - Installation	DC-PWU2-31R-1T	$ 7,291.66	$ 6,781.24
Virtustream	30 A / 120 V Primary Power - USDC1 - Installation	DC-PWU1-31P-1T	$ 3,125.00	$ 2,906.25
Virtustream	30 A / 120 V Primary Power - USDC2 - Installation	DC-PWU2-31P-1T	$ 5,000.00	$ 4,650.00
Virtustream	30 A / 208 V Power Strip - USDC1	DC-PWU1-32S-1T	$ 1,375.00	$ 1,278.75
Virtustream	30 A / 208 V Power Strip - USDC2	DC-PWU2-32S-1T	$ 1,375.00	$ 1,278.75
Virtustream	30 A / 208 V Primary / Redundant Power - USDC1 - Installation	DC-PWU1-32R-1T	$ 4,583.34	$ 4,262.51
Virtustream	30 A / 208 V Primary / Redundant Power - USDC2 - Installation	DC-PWU2-32R-1T	$ 7,708.34	$ 7,168.76
Virtustream	30 A / 208 V Primary Power - USDC1 - Installation	DC-PWU1-32P-1T	$ 3,333.34	$ 3,100.01
Virtustream	30 A / 208 V Primary Power - USDC2 - Installation	DC-PWU2-32P-1T	$ 5,625.00	$ 5,231.25
Virtustream	Rack Installation - USDC1	DC-RKU1-RK-1T	$ 5,000.00	$ 4,650.00
Virtustream	Rack Installation - USDC2	DC-RKU2-RK-1T	$ 5,000.00	$ 4,650.00
Virtustream	20 A / 120 V Primary / Redundant Power - USDC1	DC-PWU1-21R-PF	$ 534.06	$ 496.68
Virtustream	20 A / 120 V Primary / Redundant Power - USDC2	DC-PWU2-21R-PF	$ 576.89	$ 536.51
Virtustream	20 A / 120 V Primary Power - USDC1	DC-PWU1-21P-PF	$ 418.43	$ 389.14
Virtustream	20 A / 120 V Primary Power - USDC2	DC-PWU2-21P-PF	$ 463.76	$ 431.30
Virtustream	20 A / 208 V Primary / Redundant Power - USDC1	DC-PWU1-22R-PF	$ 823.85	$ 766.18
Virtustream	20 A / 208 V Primary / Redundant Power - USDC2	DC-PWU2-22R-PF	$ 898.09	$ 835.22
Virtustream	20 A / 208 V Primary Power - USDC1	DC-PWU1-22P-PF	$ 684.96	$ 637.01
Virtustream	20 A / 208 V Primary Power - USDC2	DC-PWU2-22P-PF	$ 759.20	$ 706.06
Virtustream	30 A / 120 V Primary / Redundant Power - USDC1	DC-PWU1-31R-PF	$ 731.65	$ 680.43
Virtustream	30 A / 120 V Primary / Redundant Power - USDC2	DC-PWU2-31R-PF	$ 795.89	$ 740.18
Virtustream	30 A / 120 V Primary Power - USDC1	DC-PWU1-31P-PF	$ 627.63	$ 583.70
Virtustream	30 A / 120 V Primary Power - USDC2	DC-PWU2-31P-PF	$ 695.65	$ 646.95
Virtustream	30 A / 208 V Primary / Redundant Power - USDC1	DC-PWU1-32R-PF	$ 1,166.34	$ 1,084.70
Virtustream	30 A / 208 V Primary / Redundant Power - USDC2	DC-PWU2-32R-PF	$ 1,277.69	$ 1,188.25
Virtustream	30 A / 208 V Primary Power - USDC1	DC-PWU1-32P-PF	$ 1,027.45	$ 955.53
Virtustream	30 A / 208 V Primary Power - USDC2	DC-PWU2-32P-PF	$ 1,138.80	$ 1,059.08

Virtustream	Cloud Connect - HA (48 ports available)	DC-NWU3-XCH-HA	$ 531.25	$ 494.06
Virtustream	Cloud Connect - HA (48 ports available) - USDC1	DC-NWU1-XCH-HA	$ 531.25	$ 494.06
Virtustream	Cloud Connect - HA (48 ports available) - USDC2	DC-NWU2-XCH-HA	$ 531.25	$ 494.06
Virtustream	Cloud Connect - Standard (24 ports available)	DC-NWU3-XCS-STD	$ 250.00	$ 232.50
Virtustream	Cloud Connect - Standard (24 ports available) - USDC1	DC-NWU1-XCS-STD	$ 250.00	$ 232.50
Virtustream	Cloud Connect - Standard (24 ports available) - USDC2	DC-NWU2-XCS-STD	$ 250.00	$ 232.50
Virtustream	Coax DS-3 Cross Connect - USDC1	DC-NWU1-XCCX-MF	$ 175.00	$ 162.75
Virtustream	Coax DS-3 Cross Connect - USDC2	DC-NWU2-XCCX-MF	$ 175.00	$ 162.75
Virtustream	Copper Cross Connect - USDC1	DC-NWU1-XCC-MF	$ 187.50	$ 174.38
Virtustream	Copper Cross Connect - USDC2	DC-NWU2-XCC-MF	$ 187.50	$ 174.38
Virtustream	Fiber Cross Connect - USDC1	DC-NWU1-XCF-MF	$ 343.75	$ 319.69
Virtustream	Fiber Cross Connect - USDC2	DC-NWU2-XCF-MF	$ 343.75	$ 319.69
Virtustream	Hotel Rack (1U) - Managed Colo - USDC1	DC-RKU1-RK-HR	$ 125.00	$ 116.25
Virtustream	Hotel Rack (1U) - Managed Colo - USDC2	DC-RKU2-RK-HR	$ 125.00	$ 116.25
Virtustream	kW Primary Power Charge - USDC1	DC-PWU1-P-PF	$ 217.93	$ 202.67
Virtustream	kW Primary Power Charge - USDC2	DC-PWU2-P-PF	$ 217.93	$ 202.67
Virtustream	Remote Eyes & Hands (US) - Bronze	DC-SVC-REU-B	$ 300.00	$ 279.00
Virtustream	Remote Eyes & Hands (US) - Gold	DC-SVC-REU-G	$ 1,500.00	$ 1,395.00
Virtustream	Co-Innovation Roundtables - Ad Hoc (6 months)	CC-TAM-CIR-AH	$ 5,850.00	$ 5,265.00
Virtustream	Demand Management Meetings - Ad Hoc (3 months)	CC-TAM-DMM-AH	$ 3,217.50	$ 2,895.75
Virtustream	Executive Scorecards - Ad Hoc (3 months)	CC-TAM-ES-AH	$ 3,510.00	$ 3,159.00
Virtustream	IT Resource Forecast - Ad Hoc (3 months)	CC-TAM-ITRF-AH	$ 7,020.00	$ 6,318.00
Virtustream	Reporting and Business Review - Ad Hoc (1 month)	CC-TAM-RBR-AH	$ 4,638.75	$ 4,174.88
Virtustream	Resource and Performance - Ad Hoc (1 month)	CC-TAM-RP-AH	$ 4,203.75	$ 3,783.38
Virtustream	SLA Review - Ad Hoc (1 month)	CC-TAM-SLAR-AH	$ 1,755.00	$ 1,579.50
Virtustream	Weekly Status and Incident Reporting - Ad Hoc (1 month)	CC-TAM-WSIR-AH	$ 3,330.00	$ 2,997.00
Virtustream	Cloud Cover Setup	CC-SVC-ONCC-1T	$ 155.00	$ 139.50
Virtustream	Onshore SAP User, Security, and Change Management Process Setup	CC-SAP-ONUS-1T	$ 2,750.00	$ 2,475.00
Virtustream	Onshore Business Operating System & Database Support	CC-NS-ONDB-BUS	$ 550.00	$ 495.00
Virtustream	Onshore Business Operating System Support	CC-NS-ONOS-BUS	$ 312.50	$ 281.25
Virtustream	Onshore Business SAP Technical Support (Non-Prod/Basis)	CC-SAP-ONNH-BUS	$ 1,031.25	$ 928.13
Virtustream	Onshore Business SAP Technical Support (Prod/Basis)	CC-SAP-ONPH-BUS	$ 2,625.00	$ 2,362.50
Virtustream	Onshore Enterprise Operating System & Database Support	CC-NS-ONDB-ENT	$ 675.00	$ 607.50
Virtustream	Onshore Enterprise Operating System Support	CC-NS-ONOS-ENT	$ 406.25	$ 365.63
Virtustream	Onshore Enterprise SAP Technical Support (Non-Prod/Basis)	CC-SAP-ONNH-ENT	$ 2,625.00	$ 2,362.50
Virtustream	Onshore Enterprise SAP Technical Support (Prod/Basis)	CC-SAP-ONPH-ENT	$ 3,625.00	$ 3,262.50
Virtustream	Onshore Standard Operating System & Database Support	CC-NS-ONDB-STD	$ 168.75	$ 151.88
Virtustream	Onshore Standard Operating System Support	CC-NS-ONOS-STD	$ 93.75	$ 84.38
Virtustream	Onshore Standard SAP Technical Support (Non-Prod)	CC-SAP-ONNH-STD	$ 406.25	$ 365.63
Virtustream	Onshore Standard SAP Technical Support (Prod)	CC-SAP-ONPH-STD	$ 687.50	$ 618.75
Virtustream	Operational Integration - 1 Year	CC-TAM-OPIN-1Y	$ 1,950.00	$ 1,755.00
Virtustream	Reporting and Business Review - 1 Year	CC-TAM-RBR-1Y	$ 3,092.50	$ 2,783.25
Virtustream	Resource and Performance - 1 Year	CC-TAM-RP-1Y	$ 2,802.50	$ 2,522.25
Virtustream	SLA Review - 1 Year	CC-TAM-SLAR-1Y	$ 1,170.00	$ 1,053.00
Virtustream	Technical Account Management (TAM) - Gold	CC-TAM-TAM-GOLD	$ 12,000.00	$ 10,800.00
Virtustream	Technical Account Management (TAM) - Silver	CC-TAM-TAM-SILV	$ 6,000.00	$ 5,400.00
Virtustream	Technical Account Manager (TAM) - Platinum	CC-TAM-TAM-PLAT	$ 24,000.00	$ 21,600.00
Virtustream	Technical Account Management (TAM) - Per Instance	CC-TAM-TAM-INST	$ 400.00	$ 360.00
Virtustream	Weekly Status and Incident Reporting - 1 Year	CC-TAM-WSIR-1Y	$ 2,220.00	$ 1,998.00

VMware	U.S. Federal Socialcast Configuration and Integration Design - On Premise Platform	CON-HZ-SC-CIDOP-FF	$ 7,500.00	$ 7,329.97
VMware	U.S. Federal Socialcast Assigned Client Account Representative	CON-HZ-SC-ACAR-FF	$ 30,000.00	$ 29,319.90
VMware	U.S. Federal Socialcast Reach System Integration	CON-HZ-SC-RSI-FF	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal Socialcast Single Sign On Configuration	CON-HZ-SC-SSOC-FF	$ 5,000.00	$ 4,886.65
VMware	U.S. Federal Socialcast Custom Theme Integration	CON-HZ-SC-CTI-FF	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.8] - Open Enrollment	EDU-SRMICM58-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.8] - Onsite	EDU-SRMICM58-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.8] - Extra Person	EDU-SRMICM58-XP-F	$ 1,376.00	$ 1,344.81
VMware	U.S. Federal VMware vSphere: Design Workshop [V5.5] - Open Enrollment	EDU-VSDW55-OE-F	$ 2,695.00	$ 2,633.90
VMware	U.S. Federal VMware vSphere: Design Workshop [V5.5] - On Site	EDU-VSDW55-OS-F	$ 22,650.00	$ 22,136.52
VMware	U.S. Federal VMware vSphere: Design Workshop [V5.5] - Extra Person	EDU-VSDW55-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware SDDC Intensive Workshop [V3.0] - Open Enrollment	EDU-SDDC3-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware SDDC Intensive Workshop [V3.0] - On Site	EDU-SDDC3-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware SDDC Intensive Workshop [V3.0] - Extra Person	EDU-SDDC3-XP-F	$ 5,285.00	$ 5,165.19
VMware	VMware NSX for Internetworking Experts Fast Track [V6.0] - Open Enrollment	EDU-NSXFT6-OE-F	$ 6,265.00	$ 6,122.97
VMware	VMware NSX for Internetworking Experts Fast Track [V6.0] - On Site	EDU-NSXFT6-OS-F	$ 52,850.00	$ 51,651.89
VMware	VMware NSX for Internetworking Experts Fast Track [V6.0] - Extra Person	EDU-NSXFT6-XP-F	$ 5,285.00	$ 5,165.19
VMware	VMware Mirage: Install Configure Manage [V5.0] - Open Enrollment	EDU-MICM5-OE-F	$ 2,250.00	$ 2,198.99
VMware	VMware Mirage: Install Configure Manage [V5.0] - Onsite	EDU-MICM5-OS-F	$ 18,750.00	$ 18,324.94
VMware	VMware Mirage: Install Configure Manage [V5.0] - Extra Person	EDU-MICM5-XP-F	$ 1,875.00	$ 1,832.49
VMware	U.S. Federal VMware vSphere: Optimize and Scale [V6.0] - Open Enrollment	EDU-VSOS6-OE-F	$ 4,475.00	$ 4,373.55
VMware	U.S. Federal VMware vSphere: Optimize and Scale [V6.0] - On Site	EDU-VSOS6-OS-F	$ 37,750.00	$ 36,894.21
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V6.0] - Open Enrollment	EDU-VSICM6-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V6.0] - On Site	EDU-VSICM6-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V 6.0] - Extra Person	EDU-VSICM6-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal VMware vFabric tcServer Jumpstart	CON-S2-TCSERVER-JS-F	$ 5,495.00	$ 5,370.43
VMware	U.S. Federal VMware vFabric Hyperic Jumpstart	CON-S2-HYPERIC-JS-F	$ 8,195.00	$ 8,009.22
VMware	U.S. Federal VMware vFabric Hyperic and tcServer Jumpstart	CON-S2-HYPR-TCS-JS-F	$ 12,795.00	$ 12,504.94
VMware	U.S. Federal VMware vFabric PaaS Planning Service	CON-S2-PAAS-PLN-F	$ 25,595.00	$ 25,014.76
VMware	U.S. Federal GemFire Architectural Accelerator Service	CON-S2-GEMFIRE-ACL-F	$ 25,595.00	$ 25,014.76
VMware	U.S. Federal VMware Hyperic and vCenter Operations Enterprise Standalone Jumpstart	CON-S2-HYPR-VCO-JS-F	$ 18,995.00	$ 18,564.38
VMware	U.S. Federal VMware Advanced Technical Account Manager for NSX	TAM-NSX-ADV-F	$ 174,995.00	$ 171,027.86
VMware	U.S. Federal VMware Basic Technical Account Manager for NSX	TAM-NSX-BSC-F	$ 89,995.00	$ 87,954.81
VMware	U.S. Federal VMware Dedicated Technical Account Manager for NSX	TAM-NSX-DED-F	$ 324,995.00	$ 317,627.36
VMware	U.S. Federal VMware Infrastructure Health Check	CON-ESX-HC-AW-F	$ 9,000.00	$ 8,795.97
VMware	U.S. Federal VMware Physical to Virtual Migration Jumpstart	CON-ESX-P2V-F	$ 6,000.00	$ 5,863.98
VMware	U.S. Federal VMware Infrastructure with vCenter Lab Manager Jumpstart	CON-ESXVC-LM-JS-F	$ 13,500.00	$ 13,193.95
VMware	U.S. Federal VMware Infrastructure with Physical to Virtual Migration Jumpstart	CON-ESXVCP2V-JS-F	$ 13,500.00	$ 13,193.95
VMware	U.S. Federal VMware Infrastructure Jumpstart with vCenter Stage Manager	CON-ESXVCSM-JS-F	$ 13,500.00	$ 13,193.95
VMware	U.S. Federal Consulting Expense Reimbursement (T&E)	CON-EXP-F	$ 2,200.00	$ 2,150.13
VMware	U.S. Federal Vmware 1-day Jumpstart Add-on	CON-GC-JSAO-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal VMware vCenter Lab Manager Jumpstart	CON-LM-JS-F	$ 6,000.00	$ 5,863.98
VMware	U.S. Federal VMware ThinApp Application Virtualization Jumpstart	CON-THIN-JS-F	$ 6,000.00	$ 5,863.98
VMware	U.S. Federal VMware View Manager Jumpstart	CON-VIEW-JS-F	$ 9,000.00	$ 8,795.97
VMware	U.S. Federal UPGRADE: VMware Technical Account Manager Tier 1 to Tier 2 per Month	TAM-UG-TIER-1-2-F	$ 7,500.00	$ 7,329.97
VMware	U.S. Federal UPGRADE: VMware Technical Account Manager Tier 1 to Tier 3 per Month	TAM-UG-TIER-1-3-F	$ 19,583.33	$ 19,139.38
VMware	U.S. Federal UPGRADE: VMware Technical Account Manager Tier 2 to Tier 3 per Month	TAM-UG-TIER-2-3-F	$ 12,083.33	$ 11,809.40
VMware	U.S. Federal VMware View 4: Install Configure Manage - Open Enrollment	EDU-VMVICM-OE-F	$ 2,475.00	$ 2,418.89
VMware	U.S. Federal VMware View 4: Install Configure Manage - Onsite	EDU-VMVICM-OS-F	$ 20,625.00	$ 20,157.43

VMware	U.S. Federal VMware View 4: Install Configure Manage - Extra Person	EDU-VMVICM-XP-F	$ 2,063.00	$ 2,016.23
VMware	U.S. Federal VMware vSphere 4: Manage for Performance - Extra Person	EDU-VS4DMP-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware vSphere 4: Design Workshop - Open Enrollment	EDU-VS4DW-OE-F	$ 2,475.00	$ 2,418.89
VMware	U.S. Federal VMware vSphere 4: Design Workshop - On Site	EDU-VS4DW-OS-F	$ 20,625.00	$ 20,157.43
VMware	U.S. Federal VMware vSphere 4: Design Workshop - Extra Person	EDU-VS4DW-XP-F	$ 2,063.00	$ 2,016.23
VMware	U.S. Federal VMware vSphere 4: Manage Availability - Open Enrollment	EDU-VS4MA-OE-F	$ 825.00	$ 806.30
VMware	U.S. Federal VMware vSphere 4: Manage Availability - On Site	EDU-VS4MA-OS-F	$ 6,875.00	$ 6,719.14
VMware	U.S. Federal VMware vSphere 4: Manage Availability - Extra Person	EDU-VS4MA-XP-F	$ 688.00	$ 672.40
VMware	U.S. Federal VMware vSphere 4: Manage and Design for Security - Open Enrollment	EDU-VS4MDS-OE-F	$ 2,695.00	$ 2,633.90
VMware	U.S. Federal VMware vSphere 4: Manage and Design for Security - On Site	EDU-VS4MDS-OS-F	$ 22,650.00	$ 22,136.52
VMware	U.S. Federal VMware vSphere 4: Manage and Design for Security - Extra Person	EDU-VS4MDS-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware vSphere 4: Manage for Performance - Open Enrollment	EDU-VS4MP-OE-F	$ 2,695.00	$ 2,633.90
VMware	U.S. Federal VMware vSphere 4: Manage for Performance - On Site	EDU-VS4MP-OS-F	$ 22,650.00	$ 22,136.52
VMware	U.S. Federal VMware vSphere 4: Manage Scalability - Open Enrollment	EDU-VS4MS-OE-F	$ 825.00	$ 806.30
VMware	U.S. Federal VMware vSphere 4: Manage Scalability - On Site	EDU-VS4MS-OS-F	$ 6,875.00	$ 6,719.14
VMware	U.S. Federal VMware vSphere 4: Manage Scalability - Extra Person	EDU-VS4MS-XP-F	$ 688.00	$ 672.40
VMware	U.S. Federal VMware vSphere 4: Skills for Operators - Open Enrollment	EDU-VS4SO-OE-F	$ 1,645.00	$ 1,607.71
VMware	U.S. Federal VMware vSphere 4: Skills for Operators - Onsite	EDU-VS4SO-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere 4: Skills for Operators- Extra Person	EDU-VS4SO-XP-F	$ 1,375.00	$ 1,343.83
VMware	U.S. Federal VMware vSphere 4: Troubleshooting - Open Enrollment	EDU-VS4TR-OE-F	$ 3,595.00	$ 3,513.50
VMware	U.S. Federal VMware vSphere 4: Troubleshooting - On Site	EDU-VS4TR-OS-F	$ 30,200.00	$ 29,515.37
VMware	U.S. Federal VMware vSphere 4: Troubleshooting - Extra Person	EDU-VS4TR-XP-F	$ 3,020.00	$ 2,951.54
VMware	U.S. Federal VMware vSphere 4: What's New - Open Enrollment	EDU-VS4WN-OE-F	$ 1,645.00	$ 1,607.71
VMware	U.S. Federal VMware vSphere 4: What's New-On Site	EDU-VS4WN-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere 4: What's New-Extra Person	EDU-VS4WN-XP-F	$ 1,375.00	$ 1,343.83
VMware	U.S. Federal Vmware VS4: Install Configure Manage V40b - Extra Person	EDU-VS41ICM-XP-F	$ 3,438.00	$ 3,360.06
VMware	U.S. Federal VMware View: Desktop Fast Track [V4.5] - Open Enrollment	EDU-VDFT45-OE-F	$ 4,945.00	$ 4,832.90
VMware	U.S. Federal VMware View: Desktop Fast Track [V4.5] - Onsite	EDU-VDFT45-OS-F	$ 41,580.00	$ 40,637.38
VMware	U.S. Federal VMware View: Desktop Fast Track [V4.5] - Extra Person	EDU-VDFT45-XP-F	$ 4,158.00	$ 4,063.74
VMware	U.S. Federal VMware vSphere: Advanced Fast Track [V4.x] - Open Enrollment	EDU-VS4AFT-OE-F	$ 5,600.00	$ 5,473.05
VMware	U.S. Federal VMware vSphere: Advanced Fast Track [V4.x] - Onsite	EDU-VS4AFT-OS-F	$ 47,190.00	$ 46,120.20
VMware	U.S. Federal VMware vSphere: Advanced Fast Track [V4.x] - Extra Person	EDU-VS4AFT-XP-F	$ 4,719.00	$ 4,612.02
VMware	U.S. Federal VMware vSphere: Automation Fast Track [V4.1] - Open Enrollment	EDU-VS41AUFT-OE-F	$ 5,165.00	$ 5,047.91
VMware	U.S. Federal VMware vSphere: Automation Fast Track [V4.1] - Onsite	EDU-VS41AUFT-OS-F	$ 43,450.00	$ 42,464.99
VMware	U.S. Federal VMware vSphere: Automation Fast Track [V4.1] - Extra Person	EDU-VS41AUFT-XP-F	$ 4,345.00	$ 4,246.50
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V5.0] - On Site	EDU-VSICM5-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V5.0] - Extra Person	EDU-VSICM5-XP-F	$ 3,438.00	$ 3,360.06
VMware	U.S. Federal VMware vSphere: What's New [V5.0] - Open Enrollment	EDU-VSWN5-OE-F	$ 1,645.00	$ 1,607.71
VMware	U.S. Federal VMware vSphere: What's New [V5.0] - On Site	EDU-VSWN5-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere: What's New [V5.0] - Extra Person	EDU-VSWN5-XP-F	$ 1,375.00	$ 1,343.83
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.0] - Open Enrollment	EDU-VCSRM5-OE-F	$ 1,795.00	$ 1,754.31
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.0] - On Site	EDU-VCSRM5-OS-F	$ 15,100.00	$ 14,757.68
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.0] - Extra Person	EDU-VCSRM5-XP-F	$ 1,510.00	$ 1,475.77
VMware	U.S. Federal VMware vSphere: Fast Track [V5.0] - On Site	EDU-VSFT5-OS-F	$ 55,000.00	$ 53,753.15
VMware	U.S. Federal VMware vSphere: Fast Track [V5.0] - Extra Person	EDU-VSFT5-XP-F	$ 5,500.00	$ 5,375.31
VMware	U.S. Federal VMware vCloud: Deploy and Manage the VMware Cloud [V1.5] - Open Enrollment	EDU-VC15DM-OE-F	$ 3,595.00	$ 3,513.50
VMware	U.S. Federal VMware vCloud: Deploy and Manage the VMware Cloud [V1.5] - On Site	EDU-VC15DM-OS-F	$ 30,200.00	$ 29,515.37
VMware	U.S. Federal VMware vCloud: Deploy and Manage the VMware Cloud [V1.5] - Extra Person	EDU-VC15DM-XP-F	$ 3,020.00	$ 2,951.54
VMware	U.S. Federal VMware vSphere: Optimize and Scale [V5.0] - Open Enrollment	EDU-VSOS5-OE-F	$ 4,495.00	$ 4,393.10

VMware	U.S. Federal VMware vSphere: Optimize and Scale [V5.0] - On Site	EDU-VSOS5-OS-F	$ 37,750.00	$ 36,894.21
VMware	U.S. Federal VMware vSphere: Optimize and Scale [V5.0] - Extra Person	EDU-VSOS5-XP-F	$ 3,775.00	$ 3,689.42
VMware	U.S. Federal VMware vCenter Operations Manager:Analyze and Predict [V5.0] - Open Enrollment	EDU-VCOAP5-OE-F	$ 1,645.00	$ 1,607.71
VMware	U.S. Federal VMware vCenter Operations Manager:Analyze and Predict [V5.0] - On Site	EDU-VCOAP5-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vCenter Operations Manager:Analyze and Predict [V5.0] - Extra Person	EDU-VCOAP5-XP-F	$ 1,375.00	$ 1,343.83
VMware	VMware View: Design Best Practices [V5.1] - Open Enrollment	EDU-VDBP51-OE-F	$ 2,695.00	$ 2,633.90
VMware	VMware View: Design Best Practices [V5.1] - On Site	EDU-VDBP51-OS-F	$ 22,650.00	$ 22,136.52
VMware	VMware View: Design Best Practices [V5.1] - Extra Person	EDU-VDBP51-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware View: Desktop Fast Track [V5.0] - On Site	EDU-VDFT5-OS-F	$ 37,818.00	$ 36,960.66
VMware	U.S. Federal VMware View: Desktop Fast Track [V5.0] - Extra Person	EDU-VDFT5-XP-F	$ 3,782.00	$ 3,696.26
VMware	VMware vCloud: Design Best Practices [V1.5] - Open Enrollment	EDU-VCDBP15-OE-F	$ 2,695.00	$ 2,633.90
VMware	VMware vCloud: Design Best Practices [V1.5] - On Site	EDU-VCDBP15-OS-F	$ 22,650.00	$ 22,136.52
VMware	VMware vCloud: Design Best Practices [V1.5] - Extra Person	EDU-VCDBP15-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware vFabric TAM	CON-S2-TAM-TIER-1-F	$ 64,995.00	$ 63,521.56
VMware	U.S. Federal VMware vFabric Strategic TAM	CON-S2-TAM-TIER-2-F	$ 154,995.00	$ 151,481.26
VMware	U.S. Federal VMware vFabric Dedicated Strategic TAM	CON-S2-TAM-TIER-3-F	$ 299,995.00	$ 293,194.11
VMware	U.S. Federal Spring Web [V3.1] - Onsite	EDU-S2-PRIV-SW31-OS-F	$ 2,025.00	$ 2,025.00
VMware	Groovy and Grails [V2.0] - Open Enrollment	EDU-S2-GG20-OE-F	$ 2,700.00	$ 2,638.79
VMware	Groovy and Grails [V2.0] - Onsite	EDU-S2-PRIV-GG20-OS-F	$ 2,025.00	$ 1,979.09
VMware	VMware vCloud Networking and Security for vSphere Professionals [V5.1] - Open Enrollment	EDU-VCNS51-OE-F	$ 2,695.00	$ 2,633.90
VMware	VMware vCloud Networking and Security for vSphere Professionals [V5.1] - On Site	EDU-VCNS51-OS-F	$ 22,650.00	$ 22,136.52
VMware	VMware vCloud Networking and Security for vSphere Professionals [V5.1] - Extra Person	EDU-VCNS51-XP-F	$ 2,265.00	$ 2,213.65
VMware	VMware vCloud Director: Organization Administration [V5.5] - Open Enrollment	EDU-VCOA55-OE-F	$ 1,645.00	$ 1,607.71
VMware	VMware vCloud Director: Organization Administration [V5.5] - On Site	EDU-VCOA55-OS-F	$ 13,750.00	$ 13,438.29
VMware	VMware vCloud Director: Organization Administration [V5.5] - Extra Person	EDU-VCOA55-XP-F	$ 1,375.00	$ 1,343.83
VMware	VMware vCloud Director: Install Configure Manage [V5.5] - Open Enrollment	EDU-VCICM55-OE-F	$ 2,475.00	$ 2,418.89
VMware	VMware vCloud Director: Install Configure Manage [V5.5] - On Site	EDU-VCICM55-OS-F	$ 20,625.00	$ 20,157.43
VMware	VMware vCloud Director: Install Configure Manage [V5.5] - Extra Person	EDU-VCICM55-XP-F	$ 2,063.00	$ 2,016.23
VMware	U.S. Federal VMware View: Install Configure Manage [V5.0] - Open Enrollment	EDU-VICM5-OE-F	$ 3,295.00	$ 3,220.30
VMware	U.S. Federal VMware View: Install Configure Manage [V5.0] - On Site	EDU-VICM5-OS-F	$ 27,500.00	$ 26,876.57
VMware	U.S. Federal VMware vSphere: What's New [V5.x to V6.0] - Open Enrollment	EDU-VSWN6-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal VMware vSphere: What's New [V5.x to V6.0] - On Site	EDU-VSWN6-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere: What's New [V5.x to V6.0] - Extra Person	EDU-VSWN6-XP-F	$ 1,376.00	$ 1,344.81
VMware	U.S. Federal VMware Mirage [V5.0] and Horizon with View [V6.0]: Fast Track - Open Enrollment	EDU-M5H6FT-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware Mirage [V5.0] and Horizon with View [V6.0]: Fast Track - On Site	EDU-M5H6FT-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware Mirage [V5.0] and Horizon with View [V6.0]: Fast Track - Extra Person	EDU-M5H6FT-XP-F	$ 5,285.00	$ 5,165.19
VMware	U.S. Federal VMware IT Business Management: Costing and Implementation [V8.0] - Open Enrollment	EDU-ITBM8-OE-F	$ 3,300.00	$ 3,225.19
VMware	U.S. Federal VMware IT Business Management: Costing and Implementation [V8.0] - On Site	EDU-ITBM8-OS-F	$ 27,500.00	$ 26,876.57
VMware	U.S. Federal VMware IT Business Management: Costing and Implementation [V8.0] - Extra Person	EDU-ITBM8-XP-F	$ 2,752.00	$ 2,689.61
VMware	U.S. Federal VMware vRealize Operations Manager: Install Configure Manage [V6.0] - On Site	EDU-VCOPICM6-OS-F	$ 37,750.00	$ 36,894.21
VMware	U.S. Federal VMware vRealize Operations Manager: Install Configure Manage [V6.0] - Open Enrollment	EDU-VCOPICM6-OE-F	$ 4,495.00	$ 4,393.10
VMware	U.S. Federal VMware vRealize Operations Manager: Install Configure Manage [V6.0] - Extra Person	EDU-VCOPICM6-XP-F	$ 3,775.00	$ 3,689.42
VMware	U.S. Federal VMware Horizon 6 Production Pilot	CON-HZN-PILOT-F	$ 74,380.00	$ 72,693.80
VMware	U.S. Federal AirWatch Enterprise Mobility: Bootcamp - Open Enrollment	EDU-AW-BTCMP-OE-F	$ 2,800.00	$ 2,736.52
VMware	U.S. Federal AirWatch Enterprise Mobility: Bootcamp - On Site	EDU-AW-BTCMP-OS-F	$ 16,800.00	$ 16,419.14
VMware	U.S. Federal AirWatch Enterprise Mobility: Bootcamp - Extra Person	EDU-AW-BTCMP-XP-F	$ 2,240.00	$ 2,189.22
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Deploy Integrated Solutions - Open Enrollment	EDU-AW-INTEG-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Deploy Integrated Solutions - On Site	EDU-AW-INTEG-OS-F	$ 9,900.00	$ 9,675.57
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Deploy Integrated Solutions - Extra Person	EDU-AW-INTEG-XP-F	$ 1,320.00	$ 1,290.08

VMware	U.S. Federal AirWatch Enterprise Mobility: K12 Education - Open Enrollment	EDU-AW-K12-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal AirWatch Enterprise Mobility: K12 Education - On Site	EDU-AW-K12-OS-F	$ 9,900.00	$ 9,675.57
VMware	U.S. Federal AirWatch Enterprise Mobility: K12 Education - Extra Person*	EDU-AW-K12-XP-F	$ 1,320.00	$ 1,290.08
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Manage - Open Enrollment	EDU-AW-MANAGE-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Manage - On Site	EDU-AW-MANAGE-OS-F	$ 9,900.00	$ 9,675.57
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Manage - Extra Person	EDU-AW-MANAGE-XP-F	$ 1,320.00	$ 1,290.08
VMware	U.S. Federal AirWatch by VMware Enterprise Mobility: Install and Deploy On-Premise Solutions - Open Enrollment	EDU-AW-ONPREM-OE-F	$ 895.00	$ 874.71
VMware	U.S. Federal AirWatch by VMware Enterprise Mobility: Install and Deploy On-Premise Solutions - On Site Dedicated	EDU-AW-ONPREM-OS-F	$ 5,370.00	$ 5,248.26
VMware	U.S. Federal AirWatch by VMware Enterprise Mobility: Install and Deploy On-Premise Solutionsy - Extra Person	EDU-AW-ONPREM-XP-F	$ 716.00	$ 699.77
VMware	U.S. Federal VMware vSphere: Bootcamp [V6] - Open Enrollment	EDU-BOOT6-OE-F	$ 7,145.00	$ 6,983.02
VMware	U.S. Federal VMware Horizon: Design and Deploy [v6.0] - Open Enrollment	EDU-HDD6-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware Horizon: Design and Deploy [v6.0] - On Site	EDU-HDD6-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware Horizon: Design and Deploy [v6.0] - Extra Person	EDU-HDD6-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal Horizon (with View): Install Configure Manage [V6.2] - Open Enrollment	EDU-HICM62-OE-F	$ 3,300.00	$ 3,225.19
VMware	U.S. Federal Horizon (with View): Install Configure Manage [V6.2] - On Site	EDU-HICM62-OS-F	$ 27,500.00	$ 26,876.57
VMware	U.S. Federal Horizon (with View): Install Configure Manage [V6.2] - Extra Person	EDU-HICM62-XP-F	$ 2,752.00	$ 2,689.61
VMware	U.S. Federal VMware NSX for Internetworking Experts Fast Track [V6.1] - Open Enrollment	EDU-NSXFT61-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware NSX for Internetworking Experts Fast Track [V6.1] - On Site	EDU-NSXFT61-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware NSX for Internetworking Experts Fast Track [V6.1] - Extra Person	EDU-NSXFT61-XP-F	$ 5,285.00	$ 5,165.19
VMware	U.S. Federal VMware NSX: Install Configure Manage [V6.2] - Open Enrollment	EDU-NSXICM62-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware NSX: Install Configure Manage [V6.2] - On Site	EDU-NSXICM62-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware NSX: Install Configure Manage [V6.2] - Extra Person	EDU-NSXICM62-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal VMware Site Recovery Manager: Install Configure Manage [V6.1] - Open Enrollment	EDU-SRMICM61-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. FederalVMware Site Recovery Manager: Install Configure Manage [V6.1] - On Site	EDU-SRMICM61-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware Site Recovery Manager: Install Configure Manage [V6.1] - Extra Person	EDU-SRMICM61-XP-F	$ 1,376.00	$ 1,344.81
VMware	U.S. Federal VMware Cloud Automation: Design and Deploy Fast Track [v6.0] - Open Enrollment	EDU-VCADDFT6-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware Cloud Automation: Design and Deploy Fast Track [v6.0] - On Site	EDU-VCADDFT6-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware Cloud Automation: Design and Deploy Fast Track [v6.0] - Extra Person	EDU-VCADDFT6-XP-F	$ 5,285.00	$ 5,165.19
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - On Premise (Includes Production Sup	EDU-VOSTFT6-OE-F	$ 6,265.00	$ 5,996.73
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Shared Cloud (Includes SaaS Producti	EDU-VOSTFT6-OS-F	$ 52,850.00	$ 50,586.90
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Shared Cloud (Includes SaaS Produ	EDU-VOSTFT6-XP-F	$ 5,285.00	$ 5,058.69
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V6.2] - Open Enrollment	EDU-VRAICM62-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V6.2] - On Site	EDU-VRAICM62-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V6.2] - Extra Person	EDU-VRAICM62-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V7.x] - Open Enrollment	EDU-VRAICM7-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V7.x] - On Site	EDU-VRAICM7-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V7.x] - Extra Person	EDU-VRAICM7-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Product	EDU-VROPSOP60-OE-F	$ 1,650.00	$ 1,579.35
VMware	U.S. Federal VMware Virtual SAN: Deploy and Manage [V6] - Open Enrollment	EDU-VSANDM6-OE-F	$ 2,475.00	$ 2,418.89
VMware	U.S. Federal VMware Virtual SAN: Deploy and Manage [V6] - On Site	EDU-VSANDM6-OS-F	$ 20,625.00	$ 20,157.43
VMware	U.S. Federal VMware Virtual SAN: Deploy and Manage [V6] - Extra Person	EDU-VSANDM6-XP-F	$ 2,064.00	$ 2,017.21
VMware	U.S. Federal VMware vSphere Bootcamp - Onsite	EDU-VSBC-OS-F	$ 54,600.00	$ 53,362.22
VMware	U.S. Federal VMware vSphere Bootcamp - Extra Student	EDU-VSBC-XP-F	$ 5,460.00	$ 5,336.22
VMware	U.S. Federal VMware vSphere: Design and Deploy Fast Track [V6] - Open Enrollment	EDU-VSDDFT6-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware vSphere: Design and Deploy Fast Track [V6] - On Site	EDU-VSDDFT6-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware vSphere: Design and Deploy Fast Track [V6] - Extra Person	EDU-VSDDFT6-XP-F	$ 5,285.00	$ 5,165.19
VMware	U.S. Federal VMware vSphere: Skills for Operators - Open Enrollment	EDU-VSO6-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal VMware vSphere: Skills for Operators - On Site	EDU-VSO6-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere: Skills for Operators - Extra Person	EDU-VSO6-XP-F	$ 1,376.00	$ 1,344.81

VMware	U.S. Federal VMware vSphere: Troubleshooting Workshop [V6] - Open Enrollment	EDU-VTSW6-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware vSphere: Troubleshooting Workshop [V6] - On Site	EDU-VTSW6-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vSphere: Troubleshooting Workshop [V6] - Extra Person	EDU-VTSW6-XP-F	$ 755.00	$ 737.88
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-CLD-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-CLD-D-2P-F	$ 38.00	$ 36.37
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-CLD-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-CLD-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-CLD-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-CLD-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-DLD-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-DLD-D-2P-F	$ 38.00	$ 36.37
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-DLD-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-APP-DLD-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-DLD-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-DLD-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Teacher Tools: 1 Device for 1 year	V-APP-PLL-D-F	$ 25.00	$ 23.93
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Teacher Tools: 1 Device for 3 years	V-APP-SSS-D-3G-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-SSS-D-3P-F	$ 15.84	$ 15.16
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Teacher Tools: 1 Device for 1 year	V-APP-SSS-D-G-F	$ 5.00	$ 4.79
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Teacher Tools: 1 Device for 3 years	V-APP-SSS-D-P-F	$ 6.00	$ 5.74
VMware	TPP L3 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-CLD-D-2G-F	$ 143.00	$ 136.88
VMware	U.S. Federal VMware AirWatch Blue Management Suite On-Premise - Includes 3 days On-Site	V-BMS-CLD-D-2P-F	$ 151.00	$ 144.53
VMware	TPP L4 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-CLD-D-3G-F	$ 201.00	$ 192.39
VMware	U.S. Federal VMware AirWatch Blue Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-BMS-CLD-D-3P-F	$ 212.00	$ 202.92
VMware	TPP L2 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-CLD-D-G-F	$ 76.00	$ 72.75
VMware	TPP L5 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-CLD-D-P-F	$ 80.00	$ 76.57
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-CLD-U-2G-F	$ 286.00	$ 273.75
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-BMS-CLD-U-2P-F	$ 299.00	$ 286.20
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-BMS-CLD-U-3G-F	$ 402.00	$ 384.79
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-CLD-U-3P-F	$ 420.00	$ 402.02
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-CLD-U-G-F	$ 152.00	$ 145.49
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-BMS-CLD-U-P-F	$ 159.00	$ 152.19
VMware	U.S. Federal VMware AirWatch Green Management Suite On-Premise - Includes 2 days On-Site	V-BMS-DLD-D-2G-F	$ 166.00	$ 158.89
VMware	U.S. Federal VMware AirWatch Orange Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-BMS-DLD-D-2P-F	$ 173.00	$ 165.59
VMware	U.S. Federal VMware AirWatch Green Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-BMS-DLD-D-3G-F	$ 233.00	$ 223.02
VMware	U.S. Federal VMware AirWatch On-Premise Weekend Upgrades and Off-Hours Requiring Same Region One Time Fee	V-BMS-DLD-D-3P-F	$ 243.00	$ 232.59
VMware	U.S. Federal VMware AirWatch End User On-Boarding Video	V-BMS-DLD-D-G-F	$ 88.00	$ 84.23
VMware	U.S. Federal VMware AirWatch Orange Management Suite On-Premise - Includes 2 days On-Site	V-BMS-DLD-D-P-F	$ 92.00	$ 88.06
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-DLD-U-2G-F	$ 331.00	$ 316.83
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscrip	V-BMS-DLD-U-2P-F	$ 345.00	$ 330.23
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscrip	V-BMS-DLD-U-3G-F	$ 465.00	$ 445.09
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-BMS-DLD-U-3P-F	$ 484.00	$ 463.27
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-DLD-U-G-F	$ 176.00	$ 168.46
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscrip	V-BMS-DLD-U-P-F	$ 183.00	$ 175.16
VMware	U.S. Federal VMware AirWatch SaaS SEG and MAG Upgrade	V-BMS-OPL-D-2G-F	$ 121.00	$ 115.82
VMware	U.S. Federal VMware AirWatch Yellow Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-BMS-OPL-D-2P-F	$ 128.00	$ 122.52
VMware	U.S. Federal VMware AirWatch SaaS SEG and MAG Weekend and Same Region Off-Hours Upgrade	V-BMS-OPL-D-3G-F	$ 169.00	$ 161.76
VMware	U.S. Federal VMware AirWatch Green Management Suite Perpetual: 1 Device	V-BMS-OPL-D-3P-F	$ 180.00	$ 172.29
VMware	U.S. Federal VMware AirWatch SocialCast Dedicated SaaS Setup Fee One Time Fee	V-BMS-OPL-D-G-F	$ 64.00	$ 61.26

VMware	U.S. Federal VMware AirWatch Yellow Management Suite On-Premise - Includes 3 days On-Site	V-BMS-OPL-D-P-F	$ 68.00	$ 65.09
VMware	TPP L3 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-BMS-PLL-D-F	$ 90.00	$ 86.15
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Green Management Suite: 1 Device for 1 year	V-BMS-PLL-U-F	$ 180.00	$ 172.29
VMware	U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extension (25 (	V-BMS-SSS-D-3G-F	$ 50.16	$ 48.01
VMware	TPP L1 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-SSS-D-3P-F	$ 60.72	$ 58.12
VMware	TPP L4 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-BMS-SSS-D-G-F	$ 19.00	$ 18.19
VMware	TPP L5 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-BMS-SSS-D-P-F	$ 23.00	$ 22.02
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Green Management Suite: 1 Device for 3 years	V-BMS-SSS-U-3G-F	$ 100.32	$ 96.02
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-SSS-U-3P-F	$ 118.80	$ 113.71
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Green Management Suite: 1 Device for 1 year	V-BMS-SSS-U-G-F	$ 38.00	$ 36.37
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Green Management Suite: 1 Device for 3 years	V-BMS-SSS-U-P-F	$ 45.00	$ 43.07
VMware	U.S. Federal VMware AirWatch App Catalog 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-CLD-D-2G-F	$ 93.00	$ 89.02
VMware	U.S. Federal VMware AirWatch App Catalog 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-CLD-D-2P-F	$ 96.00	$ 91.89
VMware	U.S. Federal VMware AirWatch App Catalog 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-CLD-D-3G-F	$ 130.00	$ 124.43
VMware	U.S. Federal VMware AirWatch App Catalog 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-CLD-D-3P-F	$ 135.00	$ 129.22
VMware	U.S. Federal VMware AirWatch App Catalog 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-CLD-D-G-F	$ 49.00	$ 46.90
VMware	U.S. Federal VMware AirWatch App Catalog 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-CLD-D-P-F	$ 51.00	$ 48.82
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Video: 1 Device for 1 year	V-CLC-DLD-D-2G-F	$ 115.00	$ 110.08
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Video: 1 Device for 3 years	V-CLC-DLD-D-2P-F	$ 119.00	$ 113.90
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Video: 1 Device for 1 year	V-CLC-DLD-D-3G-F	$ 162.00	$ 155.06
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-DLD-D-3P-F	$ 167.00	$ 159.85
VMware	U.S. Federal VMware AirWatch Video Perpetual: 1 Device	V-CLC-DLD-D-G-F	$ 61.00	$ 58.39
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Video: 1 Device for 3 years	V-CLC-DLD-D-P-F	$ 63.00	$ 60.30
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-OPL-D-P-F	$ 42.00	$ 40.20
VMware	U.S. Federal VMware AirWatch App Catalog 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-PLL-D-F	$ 50.00	$ 47.86
VMware	U.S. Federal VMware AirWatch App Catalog 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-SSS-D-3G-F	$ 29.04	$ 27.80
VMware	U.S. Federal VMware AirWatch App Catalog 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-SSS-D-3P-F	$ 34.32	$ 32.85
VMware	U.S. Federal VMware AirWatch App Catalog 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-SSS-D-G-F	$ 11.00	$ 10.53
VMware	U.S. Federal VMware AirWatch App Catalog 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-SSS-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Telecom: 1 Device for 1 year	V-CLV-CLD-D-2G-F	$ 57.00	$ 54.56
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Telecom: 1 Device for 3 years	V-CLV-CLD-D-2P-F	$ 59.00	$ 56.47
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Telecom: 1 Device for 1 year	V-CLV-CLD-D-3G-F	$ 80.00	$ 76.57
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-CLD-D-3P-F	$ 82.00	$ 78.49
VMware	U.S. Federal VMware AirWatch Telecom Perpetual: 1 Device	V-CLV-CLD-D-G-F	$ 30.00	$ 28.72
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Telecom: 1 Device for 3 years	V-CLV-CLD-D-P-F	$ 31.00	$ 29.67
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-DLD-D-2G-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-DLD-D-2P-F	$ 81.00	$ 77.53
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-DLD-D-3G-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-DLD-D-3P-F	$ 114.00	$ 109.12
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-DLD-D-G-F	$ 42.00	$ 40.20
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-DLD-D-P-F	$ 43.00	$ 41.16
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-OPL-D-2G-F	$ 34.00	$ 32.54
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-OPL-D-2P-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-OPL-D-3G-F	$ 48.00	$ 45.94

VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-CLV-OPL-D-3P-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-OPL-D-G-F	$ 18.00	$ 17.23
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-OPL-D-P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-CLV-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-CLV-SSS-D-3G-F	$ 10.56	$ 10.11
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-CLV-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-CLV-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-CLV-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-CLD-U-2G-F	$ 173.00	$ 165.59
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription	V-COL-CLD-U-2P-F	$ 188.00	$ 179.95
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription	V-COL-CLD-U-3G-F	$ 243.00	$ 232.59
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-CLD-U-3P-F	$ 264.00	$ 252.70
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-CLD-U-G-F	$ 92.00	$ 88.06
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription	V-COL-CLD-U-P-F	$ 100.00	$ 95.72
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-DLD-U-2G-F	$ 230.00	$ 220.15
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-COL-DLD-U-2P-F	$ 245.00	$ 234.51
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-COL-DLD-U-3G-F	$ 323.00	$ 309.17
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-COL-DLD-U-3P-F	$ 344.00	$ 329.27
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-DLD-U-G-F	$ 122.00	$ 116.78
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-COL-DLD-U-P-F	$ 130.00	$ 124.43
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Blue Management Suite: 1 Device for 1 year	V-COL-PLL-U-F	$ 200.00	$ 191.44
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Blue Management Suite: 1 Device for 3 years	V-COL-SSS-U-3G-F	$ 110.88	$ 106.13
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-SSS-U-3P-F	$ 132.00	$ 126.35
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Blue Management Suite: 1 Device for 1 year	V-COL-SSS-U-G-F	$ 42.00	$ 40.20
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Blue Management Suite: 1 Device for 3 years	V-COL-SSS-U-P-F	$ 50.00	$ 47.86
VMware	TPP L5 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-CLD-D-2G-F	$ 98.00	$ 90.84
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Business 7 Standard (25 OSI Pack) for 3 years	V-GMS-CLD-D-2P-F	$ 102.00	$ 94.55
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Business 7 Standard (25 OSI Pack) for 1 year	V-GMS-CLD-D-3G-F	$ 138.00	$ 127.92
VMware	U.S. Federal Production Support/Subscription VMware vRealize Business 7 Standard (25 OSI Pack) for 3 years	V-GMS-CLD-D-3P-F	$ 143.00	$ 132.55
VMware	TPP L4 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-CLD-D-G-F	$ 52.00	$ 48.20
VMware	U.S. Federal Production Support/Subscription VMware vRealize Business 7 Standard (25 OSI Pack) for 1 year	V-GMS-CLD-D-P-F	$ 54.00	$ 50.06
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Advanced (25 OSI Pack) for 3 years	V-GMS-CLD-U-2G-F	$ 194.00	$ 179.83
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-CLD-U-2P-F	$ 202.00	$ 187.24
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Advanced (25 OSI Pack) for 3 years	V-GMS-CLD-U-3G-F	$ 272.00	$ 252.13
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-CLD-U-3P-F	$ 283.00	$ 262.33
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Advanced (25 OSI Pack) for 1 year	V-GMS-CLD-U-G-F	$ 103.00	$ 95.48
VMware	U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-CLD-U-P-F	$ 107.00	$ 99.18
VMware	TPP L1 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-2G-F	$ 121.00	$ 112.16
VMware	TPP L4 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-2P-F	$ 125.00	$ 115.87
VMware	TPP L2 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-3G-F	$ 169.00	$ 156.65
VMware	TPP L5 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-3P-F	$ 175.00	$ 162.22
VMware	U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-G-F	$ 64.00	$ 59.32
VMware	TPP L3 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-P-F	$ 66.00	$ 61.18
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-DLD-U-2G-F	$ 239.00	$ 221.54
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 1 year	V-GMS-DLD-U-2P-F	$ 247.00	$ 228.96
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-DLD-U-3G-F	$ 336.00	$ 311.46
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 2 Months	V-GMS-DLD-U-3P-F	$ 346.00	$ 320.73
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-DLD-U-G-F	$ 127.00	$ 117.72
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 1 year	V-GMS-DLD-U-P-F	$ 131.00	$ 121.43

VMware	U.S. Federal Production Support/Subscription VMware vRealize Business 7 Standard (Per CPU) for 1 year	V-GMS-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Business 7 Standard (Per CPU) for 3 year	V-GMS-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Business 7 Standard (Per CPU) for 1 year	V-GMS-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal Production Support/Subscription VMware vRealize Business 7 Standard (Per CPU) for 3 year	V-GMS-OPL-D-P-F	$ 42.00	$ 40.20
VMware	TPP L5 U.S. Federal VMware Horizon FLEX Add-On 10 pack (Per Device)	V-GMS-PLL-D-F	$ 50.00	$ 48.87
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-PLL-U-F	$ 100.00	$ 97.73
VMware	TPP L2 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-SSS-D-3G-F	$ 29.04	$ 28.38
VMware	TPP L3 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-SSS-D-3P-F	$ 34.32	$ 33.54
VMware	U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-SSS-D-G-F	$ 11.00	$ 10.75
VMware	TPP L1 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-SSS-D-P-F	$ 13.00	$ 12.71
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-SSS-U-3G-F	$ 55.44	$ 54.18
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Advanced (25 OSI Pack) for 1 year	V-GMS-SSS-U-3P-F	$ 66.00	$ 64.50
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-SSS-U-G-F	$ 21.00	$ 20.52
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-SSS-U-P-F	$ 25.00	$ 24.43
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-HOS-CLD-D-F	$ 24.00	$ 22.97
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-HOS-DLD-D-F	$ 24.00	$ 22.97
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch App Catalog: 1 Device for 1 year	V-IDM-CLD-U-2G-F	$ 185.00	$ 177.08
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch App Catalog: 1 Device for 3 years	V-IDM-CLD-U-2P-F	$ 190.00	$ 181.86
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch App Catalog: 1 Device for 1 year	V-IDM-CLD-U-3G-F	$ 259.00	$ 247.91
VMware	U.S. Federal VMware AirWatch App Catalog 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-IDM-CLD-U-3P-F	$ 267.00	$ 255.57
VMware	U.S. Federal VMware AirWatch App Catalog Perpetual: 1 Device	V-IDM-CLD-U-G-F	$ 98.00	$ 93.80
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch App Catalog: 1 Device for 3 years	V-IDM-CLD-U-P-F	$ 101.00	$ 96.68
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-IDM-PLL-U-F	$ 96.00	$ 91.89
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-IDM-SSS-U-3G-F	$ 52.80	$ 50.54
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-IDM-SSS-U-3P-F	$ 63.36	$ 60.65
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-IDM-SSS-U-G-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-IDM-SSS-U-P-F	$ 24.00	$ 22.97
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Blue Management Suite: 1 User for 1 year	V-INB-CLD-D-2G-F	$ 46.00	$ 44.03
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Blue Management Suite: 1 User for 3 years	V-INB-CLD-D-2P-F	$ 47.00	$ 44.99
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Blue Management Suite: 1 User for 1 year	V-INB-CLD-D-3G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-CLD-D-3P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Blue Management Suite Perpetual: 1 User	V-INB-CLD-D-G-F	$ 24.00	$ 22.97
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Blue Management Suite: 1 User for 3 years	V-INB-CLD-D-P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-DLD-D-2G-F	$ 68.00	$ 65.09
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-INB-DLD-D-2P-F	$ 70.00	$ 67.00
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-INB-DLD-D-3G-F	$ 96.00	$ 91.89
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-DLD-D-3P-F	$ 98.00	$ 93.80
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-DLD-D-G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-INB-DLD-D-P-F	$ 37.00	$ 35.42
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-OPL-D-2G-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscriptior	V-INB-OPL-D-2P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscriptior	V-INB-OPL-D-3G-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Yellow Management Suite Perpetual: 1 Device	V-INB-OPL-D-3P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-OPL-D-G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscriptior	V-INB-OPL-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-INB-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-INB-SSS-D-3G-F	$ 10.56	$ 10.11

VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-INB-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-INB-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-INB-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-CLD-D-2G-F	$ 98.00	$ 93.80
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-CLD-D-2P-F	$ 102.00	$ 97.63
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-CLD-D-3G-F	$ 138.00	$ 132.09
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-CLD-D-3P-F	$ 143.00	$ 136.88
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-CLD-D-G-F	$ 52.00	$ 49.77
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-CLD-D-P-F	$ 54.00	$ 51.69
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-DLD-D-2G-F	$ 121.00	$ 115.82
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-DLD-D-2P-F	$ 125.00	$ 119.65
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-DLD-D-3G-F	$ 169.00	$ 161.76
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-LTP-DLD-D-3P-F	$ 175.00	$ 167.51
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-DLD-D-G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-DLD-D-P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-LTP-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-LTP-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-LTP-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	U.S. Federal VMware AirWatch Teacher Tools Perpetual: 1 Device	V-LTP-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-LTP-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-LTP-OPL-D-P-F	$ 42.00	$ 40.20
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Inbox: 1 Device for 1 year	V-LTP-PLL-D-F	$ 50.00	$ 47.86
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Inbox: 1 Device for 3 years	V-LTP-SSS-D-3G-F	$ 29.04	$ 27.80
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-SSS-D-3P-F	$ 34.32	$ 32.85
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Inbox: 1 Device for 1 year	V-LTP-SSS-D-G-F	$ 11.00	$ 10.53
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Inbox: 1 Device for 3 years	V-LTP-SSS-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Telecom: 1 User for 1 year	V-MAW-CLD-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Telecom: 1 User for 3 years	V-MAW-CLD-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Telecom: 1 User for 1 year	V-MAW-CLD-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MAW-CLD-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Telecom Perpetual: 1 User	V-MAW-CLD-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Telecom: 1 User for 3 years	V-MAW-CLD-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MAW-DLD-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MAW-DLD-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MAW-DLD-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MAW-DLD-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MAW-DLD-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MAW-DLD-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MAW-PLL-D-F	$ 10.00	$ 9.57
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MAW-SSS-D-3G-F	$ 5.28	$ 5.05
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MAW-SSS-D-3P-F	$ 7.92	$ 7.58
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MAW-SSS-D-G-F	$ 2.00	$ 1.91
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MAW-SSS-D-P-F	$ 3.00	$ 2.87
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Orange Management Suite: 1 User for 1 year	V-MBM-CLD-D-2G-F	$ 46.00	$ 44.03
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Orange Management Suite: 1 User for 3 years	V-MBM-CLD-D-2P-F	$ 47.00	$ 44.99
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Orange Management Suite: 1 User for 1 year	V-MBM-CLD-D-3G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-CLD-D-3P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Orange Management Suite Perpetual: 1 User	V-MBM-CLD-D-G-F	$ 24.00	$ 22.97
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Orange Management Suite: 1 User for 3 years	V-MBM-CLD-D-P-F	$ 25.00	$ 23.93

VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-DLD-D-2G-F	$ 68.00	$ 65.09
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-MBM-DLD-D-2P-F	$ 70.00	$ 67.00
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-MBM-DLD-D-3G-F	$ 96.00	$ 91.89
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-DLD-D-3P-F	$ 98.00	$ 93.80
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-DLD-D-G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-MBM-DLD-D-P-F	$ 37.00	$ 35.42
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-OPL-D-2G-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-MBM-OPL-D-2P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-MBM-OPL-D-3G-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Blue Management Suite Perpetual: 1 Device	V-MBM-OPL-D-3P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-OPL-D-G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-MBM-OPL-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MBM-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MBM-SSS-D-3G-F	$ 10.56	$ 10.11
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MBM-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MBM-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MBM-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal Basic Support/Subscription for VMware Collaboration Bundle: 1 User for 1 year	V-MDM-CLD-D-2G-F	$ 98.00	$ 93.80
VMware	U.S. Federal Production Support/Subscription for VMware Collaboration Bundle: 1 User for 3 years	V-MDM-CLD-D-2P-F	$ 102.00	$ 97.63
VMware	U.S. Federal Production Support/Subscription for VMware Collaboration Bundle: 1 User for 1 year	V-MDM-CLD-D-3G-F	$ 138.00	$ 132.09
VMware	U.S. Federal VMware Collaboration Bundle 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-CLD-D-3P-F	$ 143.00	$ 136.88
VMware	U.S. Federal VMware Collaboration Bundle Perpetual: 1 User	V-MDM-CLD-D-G-F	$ 52.00	$ 49.77
VMware	U.S. Federal Basic Support/Subscription for VMware Collaboration Bundle: 1 User for 3 years	V-MDM-CLD-D-P-F	$ 54.00	$ 51.69
VMware	U.S. Federal VMware Collaboration Bundle 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-DLD-D-2G-F	$ 121.00	$ 115.82
VMware	U.S. Federal VMware Collaboration Bundle 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-DLD-D-2P-F	$ 125.00	$ 119.65
VMware	U.S. Federal VMware Collaboration Bundle 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-DLD-D-3G-F	$ 169.00	$ 161.76
VMware	U.S. Federal VMware Collaboration Bundle 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-DLD-D-3P-F	$ 175.00	$ 167.51
VMware	U.S. Federal VMware Collaboration Bundle 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-DLD-D-G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware Collaboration Bundle 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-DLD-D-P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware Collaboration Bundle 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware Collaboration Bundle 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware Collaboration Bundle 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	U.S. Federal VMware AirWatch Inbox Perpetual: 1 Device	V-MDM-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware Collaboration Bundle 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal VMware Collaboration Bundle 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-OPL-D-P-F	$ 42.00	$ 40.20
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MDM-PLL-D-F	$ 50.00	$ 47.86
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MDM-SSS-D-3G-F	$ 29.04	$ 27.80
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MDM-SSS-D-3P-F	$ 34.32	$ 32.85
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MDM-SSS-D-G-F	$ 11.00	$ 10.53
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MDM-SSS-D-P-F	$ 13.00	$ 12.44
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-CLD-D-2G-F	$ 115.00	$ 106.60
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack) for 1 year	V-OMS-CLD-D-2P-F	$ 121.00	$ 112.16
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-CLD-D-3G-F	$ 162.00	$ 150.17
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack) for 1 year	V-OMS-CLD-D-3P-F	$ 169.00	$ 156.65
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-CLD-D-G-F	$ 61.00	$ 56.54
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-CLD-D-P-F	$ 64.00	$ 59.32
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-CLD-U-2G-F	$ 230.00	$ 220.15
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 for Desktop per CCU (25 Pack) for 1 year	V-OMS-CLD-U-2P-F	$ 239.00	$ 228.77
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-CLD-U-3G-F	$ 323.00	$ 309.17

VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 (10 Pack) for 1 year	V-OMS-CLD-U-3P-F	$ 336.00	$ 321.61
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-CLD-U-G-F	$ 122.00	$ 116.78
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 for Desktop per CCU (25 Pack) for 1 year	V-OMS-CLD-U-P-F	$ 127.00	$ 121.56
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack) for 3 years	V-OMS-DLD-D-2G-F	$ 138.00	$ 127.92
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-DLD-D-2P-F	$ 143.00	$ 132.55
VMware	U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-DLD-D-3G-F	$ 193.00	$ 178.90
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-DLD-D-3P-F	$ 201.00	$ 186.32
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack) for 3 years	V-OMS-DLD-D-G-F	$ 73.00	$ 67.67
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-DLD-D-P-F	$ 76.00	$ 70.45
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 for Desktop per CCU (25 Pack) for 3 years	V-OMS-DLD-U-2G-F	$ 275.00	$ 263.22
VMware	TPP L1 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-OMS-DLD-U-2P-F	$ 284.00	$ 271.84
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 for Desktop per CCU (25 Pack) for 3 years	V-OMS-DLD-U-3G-F	$ 386.00	$ 369.47
VMware	TPP L2 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-OMS-DLD-U-3P-F	$ 399.00	$ 381.91
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 (10 Pack) for 1 year	V-OMS-DLD-U-G-F	$ 146.00	$ 139.75
VMware	U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced to VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-OMS-DLD-U-P-F	$ 151.00	$ 144.53
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-OPL-D-2G-F	$ 93.00	$ 89.02
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 2 Months	V-OMS-OPL-D-2P-F	$ 98.00	$ 93.80
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 1 year	V-OMS-OPL-D-3G-F	$ 130.00	$ 124.43
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 2 Months	V-OMS-OPL-D-3P-F	$ 138.00	$ 132.09
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-OPL-D-G-F	$ 49.00	$ 46.90
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 1 year	V-OMS-OPL-D-P-F	$ 52.00	$ 49.77
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 2 Months	V-OMS-PLL-D-F	$ 70.00	$ 68.41
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 3 years	V-OMS-PLL-U-F	$ 140.00	$ 134.01
VMware	U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-SSS-D-3G-F	$ 39.60	$ 38.70
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-SSS-D-3P-F	$ 47.52	$ 46.44
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 3 years	V-OMS-SSS-D-G-F	$ 15.00	$ 14.66
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 3 years	V-OMS-SSS-D-P-F	$ 18.00	$ 17.59
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-SSS-U-3G-F	$ 76.56	$ 73.28
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-SSS-U-3P-F	$ 92.40	$ 88.44
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 3 years	V-OMS-SSS-U-G-F	$ 29.00	$ 27.76
VMware	U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-SSS-U-P-F	$ 35.00	$ 33.50
VMware	U.S. Federal AirWatch by VMware Accelerated Deployment Add-On One Time Fee	V-PS-ACCELERATE-F	$ 5,500.00	$ 5,375.31
VMware	U.S. Federal VMware AirWatch Per App Tunneling Configuration One Time Fee	V-PS-APP-VPN-SP-F	$ 750.00	$ 733.00
VMware	U.S. Federal VMware AirWatch Application Server Migration	V-PS-APSV-MG-SP-F	$ 1,000.00	$ 977.33
VMware	U.S. Federal VMware AirWatch Reports Server Configuration and Deployment One Time Fee	V-PS-AW-RPT-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Telecom Module Deployment One Time Fee	V-PS-AWT-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Video Deployment One Time Fee	V-PS-AWV-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Blue Management Suite Cloud Deployment Fee One Time Fee	V-PS-BMS-CLD-SP-F	$ 4,500.00	$ 4,397.98
VMware	U.S. Federal VMware AirWatch Blue Management Suite On Premise Deployment Fee One Time Fee	V-PS-BMS-OP-SP-F	$ 5,500.00	$ 5,375.31
VMware	U.S. Federal AirWatch by VMware Blue Management Suite On-Premise - Includes 3 days On-Site	V-PS-BMS-OPL-3OS-F	$ 9,800.00	$ 9,577.83
VMware	U.S. Federal AirWatch by VMware Blue Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-PS-BMS-OPL-RSS-F	$ 7,250.00	$ 7,085.64
VMware	U.S. Federal VMware AirWatch Database Server Migration	V-PS-DBSV-MG-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Device Enrollment Program (DEP) Configuration and Deployment One Time Fee	V-PS-DEP-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Cloud - Dedicated Environment Setup One Time Fee / Environment	V-PS-DHE-SET-F	$ 10,000.00	$ 9,773.30
VMware	U.S. Federal VMware AirWatch Cloud - Dedicated UAT Environment 1 Year Fee / Device	V-PS-DHE-UAT-F	$ 10,000.00	$ 9,773.30
VMware	U.S. Federal VMware AirWatch Disaster Recovery Set-up Fee	V-PS-DR-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch Cloud Connector (ACC) Configuration and Deployment - Enterprise Integration One Time Fee	V-PS-ENT-ACC-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-PS-ENT-SUP-GEO-F	$ 25,000.00	$ 23,929.47
VMware	U.S. Federal AirWatch by VMware End User On-Boarding Video	V-PS-EU-OBV-F	$ 1,200.00	$ 1,172.80

VMware	U.S. Federal VMware AirWatch Enterprise Gold SaaS Cloud Deployment up to 100000 devices One Time Fee	V-PS-GLD-CLD-SP-F	$ 37,500.00	$ 36,649.87
VMware	U.S. Federal VMware AirWatch Enterprise Gold On Premise Deployment up to 100000 devices One Time Fee	V-PS-GLD-OP-SP-F	$ 50,000.00	$ 48,866.50
VMware	U.S. Federal VMware AirWatch Green Management Suite Lite Cloud Deployment Fee One Time Fee	V-PS-GMCL-LITE-F	$ 750.00	$ 733.00
VMware	U.S. Federal VMware AirWatch Green Management Suite Lite On Premise Deployment Fee One Time Fee	V-PS-GMOP-LITE-F	$ 1,750.00	$ 1,710.33
VMware	U.S. Federal VMware AirWatch Green Management Suite Cloud Deployment Fee One Time Fee	V-PS-GMS-CLD-SP-F	$ 1,500.00	$ 1,465.99
VMware	U.S. Federal VMware AirWatch Green Management Suite On Premise Deployment Fee One Time Fee	V-PS-GMS-OP-SP-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal AirWatch by VMware Green Management Suite On-Premise - Includes 2 days On-Site	V-PS-GMS-OPL-2OS-F	$ 5,450.00	$ 5,326.45
VMware	U.S. Federal AirWatch by VMware Green Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-PS-GMS-OPL-RSS-F	$ 3,250.00	$ 3,176.32
VMware	U.S. Federal VMware AirWatch High Availability Set-up One Time Fee	V-PS-HA-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch Health Check One Time Fee	V-PS-HC-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal VMware AirWatch Professional Services - 1 hour of support services One Time Fee	V-PS-HR-PS-F	$ 150.00	$ 146.60
VMware	U.S. Federal AirWatch by VMware Browser Deployment Fee One Time Fee	V-PS-MBM-SP-F	$ 750.00	$ 733.00
VMware	U.S. Federal AirWatch by VMware AirWatch Content Locker Collaborate Add-On for K12+MAG Management Suite Deployment One Time Fee	V-PS-MCC-BMS-SP-F	$ 1,000.00	$ 977.33
VMware	U.S. Federal AirWatch by VMware AirWatch Content Collaborate Add-On for Green/Orange Deployment Fee One Time Fee	V-PS-MCC-SP-F	$ 1,500.00	$ 1,465.99
VMware	U.S. Federal VMware AirWatch Mobile Content Management Only Cloud Deployment One Time Fee	V-PS-MCM-CLD-SP-F	$ 2,000.00	$ 1,954.66
VMware	U.S. Federal VMware AirWatch Mobile Content Management Only On Premise Deployment One Time Fee	V-PS-MCM-OP-SP-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal VMware AirWatch Content View Cloud Deployment Fee One Time Fee	V-PS-MCV-SP-F	$ 750.00	$ 733.00
VMware	U.S. Federal VMware AirWatch Advanced Migration Configuration and Deployment On Premise Deployment Fee One Time Fee	V-PS-MIG-ADV-OP-F	$ 4,000.00	$ 3,909.32
VMware	U.S. Federal AirWatch by VMware Advanced Migration Configuration and Deployment Cloud One Time Fee	V-PS-MIG-ADV-SP-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal VMware AirWatch Basic Migration Configuration and Deployment On Premise Deployment Fee One Time Fee	V-PS-MIG-BASIC-OP-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal AirWatch by VMware Basic Migration Configuration and Deployment Cloud Deployment One Time Fee	V-PS-MIG-BASIC-SP-F	$ 1,500.00	$ 1,465.99
VMware	U.S. Federal VMware AirWatch Rugged Device Configuration and Deployment Add-On One Time Fee	V-PS-MS-ADDONRG-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch Rugged Device Cloud Configuration and Deployment One Time Fee	V-PS-MS-CLDSPRG-SP-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal VMware AirWatch Rugged Device On Premise Configuration and Deployment One Time Fee	V-PS-MS-OP-SPRG-SP-F	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal VMware AirWatch Orange Management Suite Cloud Deployment Fee One Time Fee	V-PS-OMS-CLD-SP-F	$ 2,000.00	$ 1,954.66
VMware	U.S. Federal VMware AirWatch Orange Management Suite On Premise Deployment Fee One Time Fee	V-PS-OMS-OP-SP-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal AirWatch by VMware Orange Management Suite On-Premise - Includes 2 days On-Site	V-PS-OMS-OPL-2OS-F	$ 6,200.00	$ 6,059.45
VMware	U.S. Federal AirWatch by VMware Orange Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-PS-OMS-OPL-RSS-F	$ 4,000.00	$ 3,909.32
VMware	U.S. Federal VMware AirWatch On Premise to Dedicated Deployment One Time Fee	V-PS-OP2-DHS-F	$ 10,000.00	$ 9,773.30
VMware	U.S. Federal AirWatch by VMware On-Premise Weekend Upgrades and Off-Hours Requiring Same Region One Time Fee	V-PS-OPL-WUOH-F	$ 3,700.00	$ 3,616.12
VMware	U.S. Federal VMware AirWatch PKI Certificate Advanced Configuration and Deployment One Time Fee	V-PS-PKI-ADV-SP-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal VMware AirWatch PKI Certificate Basic Configuration and Deployment One Time Fee	V-PS-PKI-BASIC-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch PowerShell Configuration and Deployment One Time Fee	V-PS-PWR-SHELL-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal AirWatch Socialcast Cloud Deployment One Time Fee	V-PS-SC-CLD-SP-F	$ 1,800.00	$ 1,759.19
VMware	U.S. Federal AirWatch by VMware SocialCast Dedicated SaaS Setup Fee One Time Fee	V-PS-SC-DSAAS-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal AirWatch Socialcast On Premise Deployment One Time Fee	V-PS-SC-OP-SP-F	$ 4,200.00	$ 4,104.79
VMware	U.S. Federal AirWatch by VMware SaaS SEG and MAG Upgrade	V-PS-SEG-MAG-UG-F	$ 800.00	$ 781.86
VMware	U.S. Federal AirWatch by VMware SaaS SEG and MAG Weekend and Same Region Off-Hours Upgrade	V-PS-SEG-MAG-WR-F	$ 3,300.00	$ 3,225.19
VMware	U.S. Federal VMware AirWatch Secure Email Gateway (SEG) Configuration and Deployment One Time Fee	V-PS-SEG-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Enterprise Silver SaaS Cloud Deployment up to 50000 devices One Time Fee	V-PS-SLV-CLD-SP-F	$ 20,000.00	$ 19,546.60
VMware	U.S. Federal VMware AirWatch Enterprise Silver On Premise Deployment up to 50000 devices One Time Fee	V-PS-SLV-OP-SP-F	$ 25,000.00	$ 24,433.25
VMware	U.S. Federal VMware AirWatch Professional Services - 8 hours of support services One Time Fee	V-PS-SP-DAY-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch Standby Support (Monday - Friday) One Time Fee	V-PS-STBS-WD-PS-F	$ 5,000.00	$ 4,886.65
VMware	U.S. Federal VMware AirWatch Standby Support (Weekend) One Time Fee	V-PS-STBS-WE-PS-F	$ 10,000.00	$ 9,773.30
VMware	U.S. Federal VMware AirWatch Incident Support Package 5 pack	V-PS-SUPP-INC-F	$ 1,000.00	$ 977.33
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-PS-TAM-F	$ 69,995.00	$ 66,997.73
VMware	U.S. Federal VMware AirWatch Professional Services Travel and Expense - daily One Time Fee	V-PS-TE-AW-F	$ 610.00	$ 596.17
VMware	U.S. Federal VMware AirWatch Teacher Tools Deployment One Time Fee	V-PS-TT-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Upgrade from Green Management Suite to Orange Management Suite Deployment (Cloud or On Premise) One Time Fee	V-PS-UPG-GM-OM-SP-F	$ 500.00	$ 488.66

VMware	U.S. Federal VMware AirWatch Dedicated Cloud Upgrade off-hours One Time Fee	V-PS-UPGR-OFFHOURS-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal VMware AirWatch Upgrade Services for On Premise Deployments Fee One Time Fee	V-PS-UPGR-STD-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware Collaborate Bundle Cloud Deployment One Time Fee	V-PS-VCB-CLD-SP-F	$ 4,000.00	$ 3,909.32
VMware	U.S. Federal VMware Collaborate Bundle On Premise Deployment One time Fee	V-PS-VCB-OP-SP-F	$ 7,500.00	$ 7,329.97
VMware	U.S. Federal VMware Identity Manager Shared Cloud Deployment One Time Fee	V-PS-VIDM-CLD-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware Identity Manager On Premise Deployment One Time Fee	V-PS-VIDM-OP-SP-F	$ 1,800.00	$ 1,759.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite Cloud Deployment Fee One Time Fee	V-PS-YMS-CLD-SP-F	$ 5,500.00	$ 5,375.31
VMware	U.S. Federal VMware AirWatch Yellow Management Suite On Premise Deployment Fee One Time Fee	V-PS-YMS-OP-SP-F	$ 6,500.00	$ 6,352.64
VMware	U.S. Federal AirWatch by VMware Yellow Management Suite On-Premise - Includes 3 days On-Site	V-PS-YMS-OPL-3OS-F	$ 11,050.00	$ 10,799.50
VMware	U.S. Federal AirWatch by VMware Yellow Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-PS-YMS-OPL-RSS-F	$ 8,500.00	$ 8,307.30
VMware	U.S. Federal VMware Identity Manager Advanced Edition SaaS Deployment One Time Fee	V-PSVIDM-ADVCLD-SP-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal VMware Identity Manager Advanced Edition On-Premises Deployment One Time Fee	V-PSVIDM-ADVOP-SP-F	$ 4,000.00	$ 3,909.32
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-CLD-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-CLD-D-2P-F	$ 38.00	$ 36.37
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-CLD-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-CLD-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-CLD-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-CLD-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-DLD-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-DLD-D-2P-F	$ 38.00	$ 36.37
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-DLD-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-PTR-DLD-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-DLD-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-DLD-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Browser: 1 Device for 1 year	V-PTR-PLL-D-F	$ 25.00	$ 23.93
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Browser: 1 Device for 3 years	V-PTR-SSS-D-3G-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-SSS-D-3P-F	$ 15.84	$ 15.16
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Browser: 1 Device for 1 year	V-PTR-SSS-D-G-F	$ 5.00	$ 4.79
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Browser: 1 Device for 3 years	V-PTR-SSS-D-P-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-RUG-CLD-D-2G-F	$ 98.00	$ 93.80
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-RUG-CLD-D-2P-F	$ 102.00	$ 97.63
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-RUG-CLD-D-3G-F	$ 138.00	$ 132.09
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-RUG-CLD-D-3P-F	$ 143.00	$ 136.88
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-RUG-CLD-D-G-F	$ 52.00	$ 49.77
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-RUG-CLD-D-P-F	$ 54.00	$ 51.69
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Video: 1 User for 1 year	V-RUG-DLD-D-2G-F	$ 121.00	$ 115.82
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Video: 1 User for 3 years	V-RUG-DLD-D-2P-F	$ 125.00	$ 119.65
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Video: 1 User for 1 year	V-RUG-DLD-D-3G-F	$ 169.00	$ 161.76
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-RUG-DLD-D-3P-F	$ 175.00	$ 167.51
VMware	U.S. Federal VMware AirWatch Video Perpetual: 1 User	V-RUG-DLD-D-G-F	$ 64.00	$ 61.26
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Video: 1 User for 3 years	V-RUG-DLD-D-P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-RUG-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-RUG-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-RUG-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-RUG-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-RUG-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-RUG-OPL-D-P-F	$ 42.00	$ 40.20
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-RUG-PLL-D-F	$ 50.00	$ 47.86
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-RUG-SSS-D-3G-F	$ 29.04	$ 27.80

VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-RUG-SSS-D-3P-F	$ 34.32	$ 32.85
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-RUG-SSS-D-G-F	$ 11.00	$ 10.53
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-RUG-SSS-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-CLD-U-2G-F	$ 59.00	$ 56.47
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-SCT-CLD-U-2P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-SCT-CLD-U-3G-F	$ 82.00	$ 78.49
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-CLD-U-3P-F	$ 93.00	$ 89.02
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-CLD-U-G-F	$ 31.00	$ 29.67
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-SCT-CLD-U-P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-DLD-U-2G-F	$ 81.00	$ 77.53
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-SCT-DLD-U-2P-F	$ 89.00	$ 85.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-SCT-DLD-U-3G-F	$ 114.00	$ 109.12
VMware	U.S. Federal VMware AirWatch Mobile Browser Perpetual: 1 Device	V-SCT-DLD-U-3P-F	$ 125.00	$ 119.65
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-DLD-U-G-F	$ 43.00	$ 41.16
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-SCT-DLD-U-P-F	$ 47.00	$ 44.99
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Yellow Management Suite: 1 User for 1 year	V-SCT-PLL-U-F	$ 90.00	$ 86.15
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Yellow Management Suite: 1 User for 3 years	V-SCT-SSS-U-3G-F	$ 50.16	$ 48.01
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-SSS-U-3P-F	$ 60.72	$ 58.12
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Yellow Management Suite: 1 User for 1 year	V-SCT-SSS-U-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Yellow Management Suite: 1 User for 3 years	V-SCT-SSS-U-P-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-CLD-D-2G-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-CLD-D-2P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-CLD-D-3G-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-CLD-D-3P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-CLD-D-G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-CLD-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-TEL-CLD-U-2G-F	$ 47.00	$ 44.99
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-TEL-CLD-U-2P-F	$ 49.00	$ 46.90
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-TEL-CLD-U-3G-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscript	V-TEL-CLD-U-3P-F	$ 69.00	$ 66.05
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-TEL-CLD-U-G-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-TEL-CLD-U-P-F	$ 26.00	$ 24.89
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-DLD-D-2G-F	$ 46.00	$ 44.03
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-DLD-D-2P-F	$ 47.00	$ 44.99
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-DLD-D-3G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TEL-DLD-D-3P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-DLD-D-G-F	$ 24.00	$ 22.97
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-DLD-D-P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscript	V-TEL-DLD-U-2G-F	$ 93.00	$ 89.02
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Sub	V-TEL-DLD-U-2P-F	$ 94.00	$ 89.97
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Sub	V-TEL-DLD-U-3G-F	$ 130.00	$ 124.43
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TEL-DLD-U-3P-F	$ 132.00	$ 126.35
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscript	V-TEL-DLD-U-G-F	$ 49.00	$ 46.90
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Sub	V-TEL-DLD-U-P-F	$ 50.00	$ 47.86
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TEL-OPL-D-2G-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TEL-OPL-D-2P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TEL-OPL-D-3G-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Laptop Management Suite Perpetual: 1 Device	V-TEL-OPL-D-3P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TEL-OPL-D-G-F	$ 12.00	$ 11.49

VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TEL-OPL-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Device: 1 Device for 1 year	V-TEL-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch for Laptop Management Suite: 1 Device for 1 year	V-TEL-PLL-U-F	$ 40.00	$ 38.29
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Device: 1 Device for 3 years	V-TEL-SSS-D-3G-F	$ 10.56	$ 10.11
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Device: 1 Device for 1 year	V-TEL-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Device: 1 Device for 3 years	V-TEL-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch for Laptop Management Suite: 1 Device for 3 years	V-TEL-SSS-U-3G-F	$ 21.12	$ 20.22
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-TEL-SSS-U-3P-F	$ 26.40	$ 25.27
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch for Laptop Management Suite: 1 Device for 1 year	V-TEL-SSS-U-G-F	$ 8.00	$ 7.66
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch for Laptop Management Suite: 1 Device for 3 years	V-TEL-SSS-U-P-F	$ 10.00	$ 9.57
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-CLD-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-TTS-CLD-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-TTS-CLD-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-CLD-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-CLD-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-TTS-CLD-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-DLD-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-TTS-DLD-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-TTS-DLD-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TTS-DLD-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-DLD-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-TTS-DLD-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TTS-OPL-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TTS-OPL-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TTS-OPL-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Yellow Management Suite Perpetual: 1 User	V-TTS-OPL-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TTS-OPL-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TTS-OPL-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Yellow Management Suite: 1 Device for 1 year	V-TTS-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Yellow Management Suite: 1 Device for 3 years	V-TTS-SSS-D-3G-F	$ 10.56	$ 10.11
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Yellow Management Suite: 1 Device for 1 year	V-TTS-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Yellow Management Suite: 1 Device for 3 years	V-TTS-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-BU-CLD-U-G-F	$ 83.50	$ 77.40
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Application Wrapping: 1 Device for 3 years	V-UG-BU-CLD-U-P-F	$ 87.00	$ 80.64
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-BU-DLD-U-G-F	$ 97.00	$ 89.91
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Application Wrapping: 1 Device for 3 years	V-UG-BU-DLD-U-P-F	$ 100.00	$ 92.70
VMware	U.S. Federal VMware AirWatch Enterprise Support 1 Year Fee per Geography or Business Unit	V-UG-BU-PLL-U-F	$ 99.00	$ 96.76
VMware	U.S. Federal VMware AirWatch Technical Account Manager can be purchased by AirWatch Production or Enterprise Customers	V-UG-BU-SSS-U-G-F	$ 21.00	$ 20.52
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic Su	V-UG-BU-SSS-U-P-F	$ 25.00	$ 24.43
VMware	U.S. Federal VMware Identity Manager Advanced Edition Perpetual: 1 User	V-UG-BY-CLD-D-G-F	$ 39.50	$ 37.81
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-BY-CLD-D-P-F	$ 40.50	$ 38.77
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-UG-BY-CLD-U-G-F	$ 78.00	$ 74.66
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-BY-CLD-U-P-F	$ 81.50	$ 78.01
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-UG-BY-DLD-D-G-F	$ 39.50	$ 37.81
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscriptio	V-UG-BY-DLD-D-P-F	$ 40.50	$ 37.54
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-UG-BY-DLD-U-G-F	$ 78.00	$ 74.66
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscriptio	V-UG-BY-DLD-U-P-F	$ 81.50	$ 75.55

VMware	U.S. Federal Basic Support/Subscription for VMware Identity Manager Advanced Edition: 1 User for 1 year	V-UG-BY-OPL-D-G-F	$ 39.50	$ 37.81
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices Perpetual: 1 Device	V-UG-BY-OPL-D-P-F	$ 40.50	$ 38.77
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic	V-UG-BY-PLL-D-F	$ 44.00	$ 43.00
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite Subscription - On Premise (Includes Basic Support/	V-UG-BY-SSS-D-G-F	$ 9.00	$ 8.80
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Yellow Management Suite Subscription - On Premise (Includes Basic Suppo	V-UG-BY-SSS-D-P-F	$ 11.00	$ 10.75
VMware	U.S. Federal Production Support/Subscription for VMware Identity Manager Advanced Edition: 1 User for 1 year	V-UG-GB-CLD-D-G-F	$ 26.50	$ 25.37
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Management Suite for Rugged Devices: 1 Device for 1 year	V-UG-GB-CLD-D-P-F	$ 28.50	$ 27.28
VMware	U.S. Federal VMware Identity Manager Advanced Edition 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-UG-GB-CLD-U-G-F	$ 54.00	$ 51.69
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subs	V-UG-GB-CLD-U-P-F	$ 57.00	$ 54.56
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-UG-GB-DLD-D-G-F	$ 26.50	$ 25.37
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subsc	V-UG-GB-DLD-D-P-F	$ 28.50	$ 26.42
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-UG-GB-DLD-U-G-F	$ 54.00	$ 51.69
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subsc	V-UG-GB-DLD-U-P-F	$ 57.00	$ 52.84
VMware	U.S. Federal VMware Identity Manager Advanced Edition 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-UG-GB-OPL-D-G-F	$ 26.50	$ 25.37
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Management Suite for Rugged Devices: 1 Device for 3 years	V-UG-GB-OPL-D-P-F	$ 28.50	$ 27.28
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite Subscription - Shared Cloud (Includes SaaS Basic Su	V-UG-GB-PLL-D-F	$ 44.00	$ 43.00
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic	V-UG-GB-SSS-D-G-F	$ 9.00	$ 8.80
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic	V-UG-GB-SSS-D-P-F	$ 11.00	$ 10.75
VMware	U.S. Federal Basic Support/Subscription for VMware Identity Manager Advanced Edition: 1 User for 3 years	V-UG-GO-CLD-D-G-F	$ 10.00	$ 9.57
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Management Suite for Rugged Devices: 1 Device for 1 year	V-UG-GO-CLD-D-P-F	$ 11.00	$ 10.53
VMware	U.S. Federal VMware Identity Manager Advanced Edition 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-UG-GO-CLD-U-G-F	$ 21.00	$ 20.10
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Suppor	V-UG-GO-CLD-U-P-F	$ 22.00	$ 21.06
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-UG-GO-DLD-D-G-F	$ 10.00	$ 9.57
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subsc	V-UG-GO-DLD-D-P-F	$ 11.00	$ 10.20
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-UG-GO-DLD-U-G-F	$ 21.00	$ 20.10
VMware	U.S. Federal VMware AirWatch Content Locker View Perpetual: 1 Device	V-UG-GO-DLD-U-P-F	$ 22.00	$ 20.39
VMware	U.S. Federal VMware Identity Manager Advanced Edition 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-UG-GO-OPL-D-G-F	$ 10.00	$ 9.57
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subs	V-UG-GO-OPL-D-P-F	$ 11.00	$ 10.53
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic	V-UG-GO-PLL-D-F	$ 22.00	$ 21.50
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic	V-UG-GO-SSS-D-G-F	$ 5.00	$ 4.89
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic	V-UG-GO-SSS-D-P-F	$ 6.00	$ 5.86
VMware	U.S. Federal Production Support/Subscription for VMware Identity Manager Advanced Edition: 1 User for 3 years	V-UG-GY-CLD-D-G-F	$ 66.00	$ 63.17
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Management Suite for Rugged Devices: 1 Device for 3 years	V-UG-GY-CLD-D-P-F	$ 69.50	$ 66.52
VMware	U.S. Federal VMware Identity Manager Advanced Edition 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-UG-GY-CLD-U-G-F	$ 132.00	$ 126.35
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Suppor	V-UG-GY-CLD-U-P-F	$ 138.50	$ 132.57
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-GY-DLD-D-G-F	$ 64.00	$ 59.32
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-GY-DLD-D-P-F	$ 69.50	$ 64.42
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-GY-DLD-U-G-F	$ 132.00	$ 122.36
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-GY-DLD-U-P-F	$ 138.50	$ 128.38
VMware	U.S. Federal VMware Identity Manager Advanced Edition 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-UG-GY-OPL-D-G-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subs	V-UG-GY-OPL-D-P-F	$ 69.50	$ 66.52
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Dedicated Cloud (Includes SaaS Ba	V-UG-GY-PLL-D-F	$ 88.00	$ 86.01
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Dedicated Cloud (Includes SaaS Ba	V-UG-GY-SSS-D-G-F	$ 18.00	$ 17.59
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - Dedicated Clo	V-UG-GY-SSS-D-P-F	$ 22.00	$ 21.50
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-MU-CLD-U-G-F	$ 56.00	$ 51.91
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-MU-CLD-U-P-F	$ 58.50	$ 54.23
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-MU-DLD-U-G-F	$ 69.50	$ 64.42
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-MU-DLD-U-P-F	$ 71.50	$ 66.28
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic Su	V-UG-MU-PLL-U-F	$ 55.00	$ 53.75

VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - On Premise (Includes Basic Support/S	V-UG-MU-SSS-U-G-F	$ 12.00	$ 11.73
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Shared Cloud (Includes SaaS Basic Sup	V-UG-MU-SSS-U-P-F	$ 14.00	$ 13.68
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Content Locker Collaborate: 1 Device for 1 year	V-UG-MY-CLD-D-G-F	$ 33.00	$ 31.59
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/S	V-UG-MY-CLD-D-P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-UG-MY-DLD-D-G-F	$ 20.00	$ 19.14
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Content Locker View: 1 Device for 1 year	V-UG-MY-DLD-D-P-F	$ 22.00	$ 20.39
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Content Locker Collaborate: 1 Device for 1 year	V-UG-MY-OPL-D-G-F	$ 46.00	$ 44.03
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/S	V-UG-MY-OPL-D-P-F	$ 48.50	$ 46.42
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - On Premise (Includes Basic Suppor	V-UG-MY-PLL-D-F	$ 66.00	$ 64.50
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Yellow Management Suite Subscription - On Premise (Includes Basic Support	V-UG-MY-SSS-D-G-F	$ 14.00	$ 13.68
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Shared Cloud (Includes SaaS Basic Sup	V-UG-MY-SSS-D-P-F	$ 17.00	$ 16.61
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Content Locker Collaborate: 1 Device for 3 years	V-UG-OB-CLD-D-G-F	$ 16.50	$ 15.79
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/S	V-UG-OB-CLD-D-P-F	$ 17.50	$ 16.75
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OB-CLD-U-G-F	$ 33.00	$ 31.59
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Sup	V-UG-OB-CLD-U-P-F	$ 35.00	$ 32.44
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-UG-OB-DLD-D-G-F	$ 16.50	$ 15.79
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Content Locker View: 1 Device for 1 year	V-UG-OB-DLD-D-P-F	$ 17.50	$ 16.22
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-OB-DLD-U-G-F	$ 33.00	$ 31.59
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Content Locker View: 1 Device for 3 years	V-UG-OB-DLD-U-P-F	$ 35.00	$ 32.44
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OB-OPL-D-G-F	$ 16.50	$ 15.79
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Sup	V-UG-OB-OPL-D-P-F	$ 17.50	$ 16.75
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite Subscription - Dedicated Cloud (Includes SaaS Basi	V-UG-OB-PLL-D-F	$ 22.00	$ 21.50
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite Subscription - Dedicated Cloud (Includes SaaS Basi	V-UG-OB-SSS-D-G-F	$ 5.00	$ 4.89
VMware	U.S. Federal Upgrade: VMware AirWatch Orange Management Suite to Yellow Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic Su	V-UG-OB-SSS-D-P-F	$ 6.00	$ 5.86
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-OU-CLD-U-G-F	$ 67.00	$ 62.11
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-UG-OU-CLD-U-P-F	$ 69.50	$ 64.42
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-OU-DLD-U-G-F	$ 80.50	$ 74.62
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OU-DLD-U-P-F	$ 82.50	$ 76.47
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Shared Cloud (Includes SaaS Basic	V-UG-OU-PLL-U-F	$ 77.00	$ 75.25
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic S	V-UG-OU-SSS-U-G-F	$ 16.00	$ 15.64
VMware	U.S. Federal Upgrade: VMware AirWatch from Airwatch Content Locker View to Airwatch Content Locker Collaborate - Shared Cloud (Includes SaaS Basi	V-UG-OU-SSS-U-P-F	$ 19.00	$ 18.57
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Content Locker Collaborate: 1 Device for 3 years	V-UG-OY-CLD-D-G-F	$ 56.00	$ 53.60
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OY-CLD-D-P-F	$ 56.00	$ 51.91
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-UG-OY-CLD-U-G-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscriptio	V-UG-OY-CLD-U-P-F	$ 116.50	$ 107.99
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-OY-DLD-D-G-F	$ 56.00	$ 53.60
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OY-DLD-D-P-F	$ 58.50	$ 54.23
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-OY-DLD-U-G-F	$ 111.00	$ 106.25
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Content Locker View: 1 Device for 3 years	V-UG-OY-DLD-U-P-F	$ 116.50	$ 107.99
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OY-OPL-D-G-F	$ 56.00	$ 53.60
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Sup	V-UG-OY-OPL-D-P-F	$ 58.50	$ 55.99
VMware	U.S. Federal Upgrade: VMware AirWatch from Airwatch Content Locker View to Airwatch Content Locker Collaborate - Dedicated Cloud (Includes SaaS B	V-UG-OY-PLL-D-F	$ 66.00	$ 64.50
VMware	U.S. Federal Upgrade: VMware AirWatch Orange Management Suite to Yellow Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic Su	V-UG-OY-SSS-D-G-F	$ 14.00	$ 13.68
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Product	V-UG-OY-SSS-D-P-F	$ 17.00	$ 16.61
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-TU-CLD-U-G-F	$ 14.50	$ 13.44
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping Perpetual: 1 Device	V-UG-TU-CLD-U-P-F	$ 14.50	$ 13.44
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscriptio	V-UG-TU-DLD-U-G-F	$ 27.50	$ 25.49
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-TU-DLD-U-P-F	$ 27.50	$ 25.49
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscriptio	V-UG-TU-PLL-U-F	$ 22.00	$ 21.50

VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subs	V-UG-TU-SSS-U-G-F	$ 5.00	$ 4.89
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subs	V-UG-TU-SSS-U-P-F	$ 6.00	$ 5.86
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate Perpetual: 1 Device	V-UG-VC-CLD-D-G-F	$ 21.00	$ 20.10
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Suppor	V-UG-VC-CLD-D-P-F	$ 22.00	$ 21.06
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-VC-DLD-D-G-F	$ 21.00	$ 20.10
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-VC-DLD-D-P-F	$ 22.00	$ 20.39
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Shared Cloud (Includes SaaS Basic	V-UG-VC-PLL-D-F	$ 33.00	$ 32.25
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic S	V-UG-VC-SSS-D-G-F	$ 7.00	$ 6.84
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - On Premise (Includes Basic Support/S	V-UG-VC-SSS-D-P-F	$ 8.00	$ 7.82
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-VU-CLD-U-G-F	$ 33.00	$ 30.59
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Application Wrapping: 1 Device for 1 year	V-UG-VU-CLD-U-P-F	$ 34.00	$ 31.52
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-VU-DLD-U-G-F	$ 46.00	$ 42.64
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Application Wrapping: 1 Device for 1 year	V-UG-VU-DLD-U-P-F	$ 47.50	$ 44.03
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subs	V-UG-VU-PLL-U-F	$ 33.00	$ 32.25
VMware	U.S. Federal VMware AirWatch Cloud - Dedicated Environment for Perpetual Licenses: 1 Device for 1 year	V-UG-VU-SSS-U-G-F	$ 7.00	$ 6.84
VMware	U.S. Federal VMware AirWatch Cloud - Shared Environment for Perpetual Licenses: 1 Device for 1 year	V-UG-VU-SSS-U-P-F	$ 8.00	$ 7.82
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-YU-CLD-U-G-F	$ 122.00	$ 113.09
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-UG-YU-CLD-U-P-F	$ 127.50	$ 118.19
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscriptio	V-UG-YU-DLD-U-G-F	$ 135.50	$ 125.60
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-UG-YU-DLD-U-P-F	$ 141.00	$ 130.70
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - On Premise (I	V-UG-YU-PLL-U-F	$ 143.00	$ 139.76
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - Shared Cloud	V-UG-YU-SSS-U-G-F	$ 30.00	$ 29.32
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite. Subscription - Shared Cloud (Includes SaaS Basic S	V-UG-YU-SSS-U-P-F	$ 36.00	$ 35.18
VMware	U.S. Federal Basic Support/Subscription for VMware Socialcast: 1 User for 1 year	V-VID-CLD-D-2G-F	$ 59.00	$ 56.47
VMware	U.S. Federal Production Support/Subscription for VMware Socialcast: 1 User for 3 years	V-VID-CLD-D-2P-F	$ 61.00	$ 58.39
VMware	U.S. Federal Production Support/Subscription for VMware Socialcast: 1 User for 1 year	V-VID-CLD-D-3G-F	$ 82.00	$ 78.49
VMware	U.S. Federal VMware Socialcast 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-CLD-D-3P-F	$ 85.00	$ 81.36
VMware	U.S. Federal VMware Socialcast Perpetual: 1 User	V-VID-CLD-D-G-F	$ 31.00	$ 29.67
VMware	U.S. Federal Basic Support/Subscription for VMware Socialcast: 1 User for 3 years	V-VID-CLD-D-P-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Printer 3-year Subscription - Shared Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-CLD-U-2G-F	$ 115.00	$ 110.08
VMware	U.S. Federal VMware AirWatch Printer 3-year Subscription - Shared Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-CLD-U-2P-F	$ 119.00	$ 113.90
VMware	U.S. Federal VMware AirWatch Printer 1-year Subscription - Shared Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-CLD-U-3G-F	$ 162.00	$ 155.06
VMware	U.S. Federal VMware AirWatch Printer 1-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-CLD-U-3P-F	$ 167.00	$ 159.85
VMware	U.S. Federal VMware AirWatch Printer 2-year Subscription - Shared Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-CLD-U-G-F	$ 61.00	$ 58.39
VMware	U.S. Federal VMware AirWatch Printer 2-year Subscription - Shared Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-CLD-U-P-F	$ 63.00	$ 60.30
VMware	U.S. Federal VMware Socialcast 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-DLD-D-2G-F	$ 81.00	$ 77.53
VMware	U.S. Federal VMware Socialcast 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-DLD-D-2P-F	$ 83.00	$ 79.45
VMware	U.S. Federal VMware Socialcast 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-DLD-D-3G-F	$ 114.00	$ 109.12
VMware	U.S. Federal VMware Socialcast 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-DLD-D-3P-F	$ 117.00	$ 111.99
VMware	U.S. Federal VMware Socialcast 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-DLD-D-G-F	$ 43.00	$ 41.16
VMware	U.S. Federal VMware Socialcast 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-DLD-D-P-F	$ 44.00	$ 42.12
VMware	U.S. Federal VMware AirWatch Printer 3-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-DLD-U-2G-F	$ 160.00	$ 153.15
VMware	U.S. Federal VMware AirWatch Printer 3-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-DLD-U-2P-F	$ 164.00	$ 156.98
VMware	U.S. Federal VMware AirWatch Printer 1-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-DLD-U-3G-F	$ 225.00	$ 215.37
VMware	U.S. Federal VMware AirWatch Mobile Device Perpetual: 1 Device	V-VID-DLD-U-3P-F	$ 230.00	$ 220.15
VMware	U.S. Federal VMware AirWatch Printer 2-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-DLD-U-G-F	$ 85.00	$ 81.36
VMware	U.S. Federal VMware AirWatch Printer 2-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-DLD-U-P-F	$ 87.00	$ 83.27
VMware	U.S. Federal VMware Socialcast 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-OPL-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware Socialcast 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-OPL-D-2P-F	$ 38.00	$ 36.37

VMware	U.S. Federal VMware Socialcast 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-OPL-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Printer Perpetual: 1 Device	V-VID-OPL-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware Socialcast 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-OPL-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware Socialcast 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-OPL-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-VID-PLL-D-F	$ 30.00	$ 28.72
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Printer: 1 Device for 1 year	V-VID-PLL-U-F	$ 60.00	$ 57.43
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-VID-SSS-D-3G-F	$ 15.84	$ 15.16
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-VID-SSS-D-3P-F	$ 21.12	$ 20.22
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-VID-SSS-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-VID-SSS-D-P-F	$ 8.00	$ 7.66
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Printer: 1 Device for 3 years	V-VID-SSS-U-3G-F	$ 34.32	$ 32.85
VMware	U.S. Federal VMware AirWatch Printer 1-year Subscription - Shared Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-SSS-U-3P-F	$ 39.60	$ 37.90
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Printer: 1 Device for 1 year	V-VID-SSS-U-G-F	$ 13.00	$ 12.44
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Printer: 1 Device for 3 years	V-VID-SSS-U-P-F	$ 15.00	$ 14.36
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Green Management Suite: 1 User for 1 year	V-YMS-CLD-D-2G-F	$ 211.00	$ 201.96
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Green Management Suite: 1 User for 3 years	V-YMS-CLD-D-2P-F	$ 220.00	$ 210.58
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Green Management Suite: 1 User for 1 year	V-YMS-CLD-D-3G-F	$ 296.00	$ 283.32
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-CLD-D-3P-F	$ 309.00	$ 295.77
VMware	U.S. Federal VMware AirWatch Green Management Suite Perpetual: 1 User	V-YMS-CLD-D-G-F	$ 112.00	$ 107.20
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Green Management Suite: 1 User for 3 years	V-YMS-CLD-D-P-F	$ 117.00	$ 111.99
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-YMS-CLD-U-2G-F	$ 420.00	$ 402.02
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscripti	V-YMS-CLD-U-2P-F	$ 439.00	$ 420.20
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscripti	V-YMS-CLD-U-3G-F	$ 589.00	$ 563.78
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-YMS-CLD-U-3P-F	$ 616.00	$ 589.62
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-YMS-CLD-U-G-F	$ 223.00	$ 213.45
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscripti	V-YMS-CLD-U-P-F	$ 233.00	$ 223.02
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-DLD-D-2G-F	$ 234.00	$ 223.98
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-YMS-DLD-D-2P-F	$ 243.00	$ 232.59
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-YMS-DLD-D-3G-F	$ 328.00	$ 313.95
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-DLD-D-3P-F	$ 341.00	$ 326.40
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-DLD-D-G-F	$ 124.00	$ 118.69
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-YMS-DLD-D-P-F	$ 129.00	$ 123.48
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-YMS-DLD-U-2G-F	$ 465.00	$ 445.09
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-YMS-DLD-U-2P-F	$ 484.00	$ 463.27
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-YMS-DLD-U-3G-F	$ 653.00	$ 625.04
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-YMS-DLD-U-3P-F	$ 679.00	$ 649.92
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-YMS-DLD-U-G-F	$ 247.00	$ 236.42
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-YMS-DLD-U-P-F	$ 257.00	$ 245.99
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-OPL-D-2G-F	$ 188.00	$ 179.95
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscripti	V-YMS-OPL-D-2P-F	$ 198.00	$ 189.52
VMware	U.S. Federal VMware View: Install Configure Manage [V5.0] - Extra Person	EDU-VICM5-XP-F	$ 2,750.00	$ 2,687.66
VMware	Application Virtualization with VMware ThinApp [V5.0] - Open Enrollment	EDU-THINAPP5-OE-F	$ 825.00	$ 806.30
VMware	Application Virtualization with VMware ThinApp [V5.0] - On Site	EDU-THINAPP5-OS-F	$ 6,875.00	$ 6,719.14
VMware	Application Virtualization with VMware ThinApp [V5.0] - Extra Person	EDU-THINAPP5-XP-F	$ 688.00	$ 672.40
VMware	VMware vCloud Automation Center: Extensibility and Advanced Administration [V5 2] - Open Enrollment	EDU-VCACEXT52-OE-F	$ 1,645.00	$ 1,607.71
VMware	VMware vCloud Automation Center: Extensibility and Advanced Administration [V5 2] - Onsite	EDU-VCACEXT52-OS-F	$ 13,750.00	$ 13,438.29
VMware	VMware vCloud Automation Center: Extensibility and Advanced Administration [V5 2] - Extra Person	EDU-VCACEXT52-XP-F	$ 1,375.00	$ 1,343.83
VMware	U.S. Federal Using VMware vCenter Lab Manager - Open Enrollment	EDU-LM4-OE-F	$ 825.00	$ 806.30
VMware	U.S. Federal Using VMware vCenter Lab Manager - On Site	EDU-LM4-OS-F	$ 6,875.00	$ 6,719.14

VMware	U.S. Federal Using VMware vCenter Lab Manager - Extra Person	EDU-LM4-XP-F	$ 688.00	$ 672.40
VMware	U.S. Federal Consulting & Training Credits - Prepaid Services PSO Credit 1-150	SVC-CR-0-F	$ 100.00	$ 97.73
VMware	U.S. Federal Restricted SKU: Consulting & Training Credits. Prepaid Services. PSO Credit 1-150.	SVC-CR-0-SSS-F	$ 100.00	$ 97.73
VMware	U.S. Federal Consulting & Training Credits - Prepaid Services PSO Credit 151-600	SVC-CR-10-F	$ 90.00	$ 87.96
VMware	U.S. Federal Restricted SKU: Consulting & Training Credits. Prepaid Services. PSO Credit 151-600.	SVC-CR-10-SSS-F	$ 90.00	$ 87.96
VMware	U.S. Federal Consulting & Training Credits - Prepaid Services PSO Credit 601-1200	SVC-CR-15-F	$ 85.00	$ 83.07
VMware	U.S. Federal Restricted SKU: Consulting & Training Credits. Prepaid Services. PSO Credit 601-1200.	SVC-CR-15-SSS-F	$ 85.00	$ 83.07
VMware	U.S. Federal Consulting & Training Credits - Prepaid Services PSO Credit 1201+	SVC-CR-20-F	$ 80.00	$ 78.19
VMware	U.S. Federal Restricted SKU: Consulting & Training Credits. Prepaid Services. PSO Credit 1201+	SVC-CR-20-SSS-F	$ 80.00	$ 78.19
VMware	U.S. Federal Socialcast Configuration and Integration Design - On Premises	CON-SC-CIDOP-FF-F	$ 7,500.00	$ 7,329.97
VMware	U.S. Federal Socialcast Assigned Client Account Representative	CON-SC-ACAR-FF-F	$ 30,000.00	$ 29,319.90
VMware	U.S. Federal Socialcast Reach System Integration	CON-SC-RSI-FF-F	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal Socialcast Single Sign On Configuration	CON-SC-SSOC-FF-F	$ 5,000.00	$ 4,886.65
VMware	U.S. Federal Socialcast Custom Theme Integration	CON-SC-CTI-FF-F	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscripti	V-YMS-OPL-D-3G-F	$ 264.00	$ 252.70
VMware	U.S. Federal VMware AirWatch Orange Management Suite Perpetual: 1 Device	V-YMS-OPL-D-3P-F	$ 278.00	$ 266.10
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-OPL-D-G-F	$ 100.00	$ 95.72
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscripti	V-YMS-OPL-D-P-F	$ 105.00	$ 100.50
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-YMS-PLL-D-F	$ 130.00	$ 124.43
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Orange Management Suite: 1 Device for 1 year	V-YMS-PLL-U-F	$ 260.00	$ 248.87
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-YMS-SSS-D-3G-F	$ 71.28	$ 68.23
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-YMS-SSS-D-3P-F	$ 87.12	$ 83.39
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-YMS-SSS-D-G-F	$ 27.00	$ 25.84
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-YMS-SSS-D-P-F	$ 33.00	$ 31.59
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Orange Management Suite: 1 Device for 3 years	V-YMS-SSS-U-3G-F	$ 145.20	$ 138.98
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-YMS-SSS-U-3P-F	$ 171.60	$ 164.25
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Orange Management Suite: 1 Device for 1 year	V-YMS-SSS-U-G-F	$ 55.00	$ 52.64
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Orange Management Suite: 1 Device for 3 years	V-YMS-SSS-U-P-F	$ 65.00	$ 62.22
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - On Premise (I	V-YMS-WKS-MF-2M-SSS-F	$ 10.84	$ 10.59
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - Shared Cloud	V-YMS-WKS-MF-3Y-SSS-F	$ 171.60	$ 167.71
VMware	U.S. Federal Upgrade: VMware AirWatch from Airwatch Content Locker View to Airwatch Content Locker Collaborate Subscription - Shared Cloud (Includ	V-YMS-WKS-MF-SSS-F	$ 65.00	$ 63.53
VMware	U.S. Federal VMware vCloud Air Accelerator	CON-VCA-ACL-F	$ 19,035.00	$ 18,603.48
VMware	U.S. Federal VMware Desktop Viritualization Health Check	CON-VDI-HC-S-F	$ 24,406.60	$ 23,853.30

carahsoft

CARAHSOFT'S RESPONSE TO THE

State of Utah
NASPO ValuePoint

REQUEST FOR PROPOSAL

NASPO ValuePoint Master Agreement for Cloud Solutions

SOLICITATION NO. CH16012

Technical Proposal

Thursday
March 10, 2015

CARAHSOFT TECHNOLOGY CORP.
1860 MICHAEL FARADAY DRIVE, SUITE 100
RESTON, VA 20190

888.66.CARAH | WWW.CARAHSOFT.COM

March 10, 2015

State of Utah Division of Purchasing
3150 State Office Building
Capitol Hill
Salt Lake City, Utah 84114

Re: Carahsoft's Response to the State of Utah's Request for Proposal for NASPO ValuePoint Master Agreement for Cloud Solutions, Solicitation # CH16012.

Dear Mr. Hughes,

Carahsoft Technology Corp. appreciates the opportunity to respond to the State of Utah's Request for Proposals/Q/Information for Project Description.

5.2.1	Carahsoft Technology Corporation understands that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.
5.2.2	When writing this response Carahsoft utilized the OEMs being proposed as a part of this response to assist in preparing this response. Staff responsible for creating this proposal include Robert R. Moore – Vice President, Jack Dixon – Contract Specialist, & David Holl – Proposal Coordinator.
5.2.3	Carahsoft Technology Corporation is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.
5.2.4	Carahsoft Technology Corporation acknowledges that a 0.25% NASPO ValuePoint Administrative Fee and any Participating Entity Administrative fee will apply to total sales for the Master Agreement(s) awarded from the RFP.
5.2.5	Carahsoft Technology Corporation is including an all-encompassing list of solutions in this response which covers the SaaS, PaaS, & IaaS categories. Services completion/deployment will vary based on manufacturer but will utilize either the manufacturers own integration policies and procedures or a third party subcontractor specializing in servicing the manufacturers' specific solution.
5.2.6	Carahsoft can provide varying levels of data risk support based on customer requirements, manufacturer, and solution type. Please see our response to Attachment H for further detail.

Please feel free to contact me directly at 703.871.8504/Robert.Moore@carahsoft.com or Jack Dixon at 703.230.7545/Jack.Dixon@carahsoft.com with any questions or communications that will assist the Agency in the evaluation of our response. This proposal is valid for 90 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Robert R. Moore
Vice President

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RFP SIGNATURE PAGE

The Lead State's Request for Proposal Signature Page completed and signed. See Section 5.1 of the RFP.

Please find below Carahsoft's RFP Signature Page below.

State of Utah Vendor Information Form

Legal Company Name (include d/b/a if applicable)	Federal Tax Identification Number	State of Utah Sales Tax ID Number
Carahsoft Technology Corporation	52-2189693	9721863-0143

Ordering Address	City	State	Zip Code
1860 Michael Faraday Drive, Suite 100	Reston	VA	20190

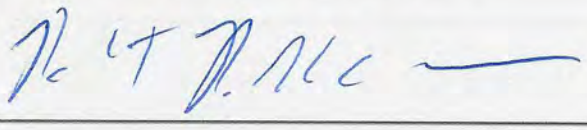
Remittance Address (if different from ordering address)	City	State	Zip Code
1860 Michael Faraday Drive, Suite 100	Reston	VA	20190

Type	Company Contact Person
☐ Proprietorship ☐ Partnership ☐ Government ☒ For-Profit Corporation ☐ Non-Profit Corporation	Robert R. Moore
Telephone Number (include area code): 703.871.8504	Fax Number (include area code): 703.871.8505
Company's Internet Web Address: www.carahsoft.com	Email Address: robert.moore@carahsoft.com
Offeror's Authorized Representative's Signature	
Type or Print Name: Robert R. Moore	
Position or Title of Authorized Representative: Vice President	
Date: 3/10/2016	

State of Utah
Request for Proposal

Legal Company Name (include d/b/a if applicable)	Federal Tax Identification Number	State of Utah Sales Tax ID Number	
Carahsoft Technology Corporation	52-2189693	9721863-0143	
Ordering Address 1860 Michael Faraday Drive, Suite 100	City Reston	State VA	Zip Code 20190
Remittance Address (if different from ordering address) 1860 Michael Faraday Drive, Suite 100	City Reston	State VA	Zip Code 20190
Type [X] Corporation [ ] Partnership [ ] Proprietorship [ ] Government	Company Contact Person Robert R. Moore		
Telephone Number (include area code) 703.871.8504	Fax Number (include area code) 703.871.8505		
Company's Internet Web Address www.Carahsoft.com	Email Address Robert.Moore@Carahsoft.com		
Discount Terms (for prompt payment discounts): Not Applicable	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		

By submitting a proposal in response to this RFP, the Offeror acknowledges and agrees that the specifications, terms and conditions, or other elements of the RFP are not ambiguous, confusing, contradictory, unduly restrictive, erroneous, or anticompetitive. The Offeror further acknowledges that it has read this RFP, along with any attached or referenced documents, and this document, including the General Provisions.

Offeror's Authorized Representative's Signature	Date
	3/10/2016
Type or Print Name Robert R. Moore	Position or Title Vice President

NOTICE

ACKNOWLEDGEMENT OF AMENDMENTS

Please find below Carahsoft's Acknowledgement of Amendments.

ACKNOWLEDGEMENT OF AMENDMENTS TO RFP (SOLICITATION CH16012)

This attachment represents that the Offeror has read, reviewed, and understands the totality of Solicitation CH16012, including the final RFP document posted on February 10, 2016.

By signing below, the Offeror attest to reviewing the documents listed above.

Carahsoft Technology Corporation
Offeror

Representative Signature

EXECUTIVE SUMMARY

The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary. See Section 5.4 of the RFP.

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corporation understands that the State of Utah & NASPO ValuePoint is seeking a Master Agreement for Cloud Solutions.

Carahsoft has assembled a team from our vast portfolio of over 200 hundred vendors that includes our premiere network of cloud solutions, resellers, and subcontractors as the best solution to meet the State of Utah's requirements. The intent of our proposal is to deliver the highest value proposition at the lowest possible cost to the State of Utah, NASPO ValuePoint, & all participating entities for the acquisition of cloud solutions. Carahsoft understands the need for high quality cloud based service providers that have the ability to provide a menu of cloud solution offerings. Carahsoft's superior contract management and network of Cloud Solution Providers will ultimately increase the State & Participating Entities overall efficiency, reduce costs, improve operational scalability, provide business continuity, increase collaboration efficiencies, and all for expanded flexibility.

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing, and contract program management. This experience has enabled Carahsoft to achieve the top spot in leading software license GSA resellers.

VENDOR RELATIONSHIPS – Just as each state, territory, and participating entity is unique in how they employ cloud solutions, Carahsoft's cloud offering follows a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships.

PROVEN EXECUTION (Growth and Experience of Sales) – Carahsoft has been supporting the IT needs of Government and Education Customers for more than 12 years. Our Public Sector Sales Team supports the Government, Education, and Healthcare vertical markets and is an enormous component of Carahsoft's ongoing and continued growth. In 2014, Carahsoft had revenues of over $2B in the public sector market. Our State & Local Government Sales Force is solely dedicated to supporting the unique needs of Higher Education, K- 12 Schools, State Government, and Local Government customers.

CONTRACT VEHICLES – Over the past ten years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Carahsoft holds statewide contracts in many states across the country, and we have a great deal of experience with contract transitions. Associated with all contracts are dedicated and experienced contract management resources.

Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. Carahsoft seamlessly generates quotes within 30 minutes or less and processed over 56,000 orders in 2014 that were each completed the same day received.

GROWTH & STABILITY – Carahsoft has continued to show impressive growth year after year, turning annual revenue from $3.4 million in our first year in 2004 to $1.065 billion in 2011, $1.465 billion in 2012, $1.8 billion in 2013, and $2.45 billion in 2014. In September of 2014, 7,501 orders were processed worth over $626 million. We are a stable, conservative, and profitable company and have received numerous accolades including the 2013 GovCon Government Contractor of the Year Award in the greater than $300M revenue category. Carahsoft was also recognized in the following areas:

- Largest GSA Schedule 70 Contract holder for software
- 7th of the Washington Business Journal's 100 Largest Private Companies List for 2014
- 2012 Federal 100 Winner, Craig P. Abod, President and CEO
- 2013 Federal 100 Winner, John Lee, Vice President of Cloud Services

As a part of this response Carahsoft has utilized multiple Cloud Solution Vendors, covering all of the Cloud Solution Categories; SaaS, IaaS, PaaS. Carahsoft's strong vendor relationships and partner ecosystem have created an efficient and cost effective response which encompasses all vendor solutions into a single, easy to utilize vehicle. While the technical requirements of each solution vary, Carahsoft strives to consolidate these specifications and responses into a cohesive unit.

MANDATORY MINIMUMS

This section should constitute the Offeror's point-by-point response to each item described in Section 5 of the RFP, except 5.1 (Signature Page) and 5.4 (Executive Summary). An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 5 of the RFP.

5.1 – Signature Page

Proposals must be submitted with a vendor information form, located on Bidsync as an attachment to the RFP, which must contain an ORIGINAL HANDWRITTEN signature executed in INK OR AN ELECTRONIC SIGNATURE, and be returned with the Offeror's proposal.

Please find Carahsoft's Signature Page completed above.

5.2 – Cover Letter

Proposals must include a cover letter on official letterhead of the Offeror. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

5.2.1 A statement indicating the Offeror's understanding that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.

5.2.2 A statement naming the firms and/or staff responsible for writing the proposal.

5.2.3 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

5.2.4 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee and any Participating Entity Administrative fee will apply to total sales for the Master Agreement(s) awarded from the RFP.

5.2.5 A statement identifying the service model(s) (SaaS, IaaS, and/or PaaS) and deployment model(s) that it is capable of providing under the terms of the RFP. See Attachment C for a determination of each service model subcategory. The services models, deployment models and risk categories can be found in the Scope of Services, Attachment D. Note: Multiple service and/or deployment model selection is permitted, and at least one service model must be identified. See Attachment H.

5.2.6 A statement identifying the data risk categories that the Offeror is capable of storing and securing. See Attachment D and Attachment H.

Please find above Carahsoft's Cover Letter addressing these requirements.

5.3 – Acknowledgement of Amendments

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive.

Carahsoft acknowledges all amendments. Also please find below Carahsoft's Acknowledgement of Amendments form completed.

5.4 – Executive Summary

Offerors must provide an Executive Summary of its proposal. An Executive Summary should highlight the major features of an Offeror's proposal. Briefly describe the proposal in no more than three (3) pages. The evaluation committee should be able to determine the essence of the proposal by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

Please find above Carahsoft's Executive Summary addressing these requirements.

5.5 – General Requirements

5.5.1 Offeror must agree that if awarded a contract it will provide a Usage Report Administrator responsible for the quarterly sales reporting described the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

Carahsoft agrees that if awarded a contract they will provide a Usage Report Administrator responsible for quarterly sales reporting described in the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

5.5.2 Offeror must provide a statement that it agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading an Offeror's ordering instructions, if awarded a contract.

Carahsoft agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading Carahsoft's ordering instructions, if awarded a contract.

5.5.3 Offeror must at a minimum complete, provide, and maintain a completed CSA STAR Registry Self-Assessment. Offeror must either submit a completed The Consensus Assessments Initiative Questionnaire (CAIQ), Exhibit 1 to Attachment B, or submit a report documenting compliance with Cloud Controls Matrix (CCM), Exhibit 2 to Attachment B. Offeror must also represent and warrant the accuracy and currency of the information on the completed. Offerors are encouraged to complete and submit both exhibits to Attachment B.

For ease of access and evaluation, Carahsoft has provided these Assessment documents under separate cover. All copies have been submitted electronically per the instructions of the RFP. Please note that specific assessments have been labeled as confidential- additional information is provided in the Confidential, Protected, or Proprietary Information section.

5.5.4 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

SERVICE LEVEL FRAMEWORK

The service levels ("Service Levels") applicable to the Services specified in Sections 1 and 2 are set forth in Schedule B to this SD ("Service Levels for Cloud Platform Services"). The framework that governs all Service Levels is set forth in this Section.

Commencement of Service Levels

Commencing thirty (30) days from the Service Start Date (as set forth in the applicable Order Form), Virtustream's performance of the Services will meet each applicable Service Level. If Virtustream's performance of the Services does not meet the applicable Service Level, then Virtustream will use commercially reasonable efforts to restore its performance to meet such Service Level.

Service Level Reports

Service Levels will be calculated and measured monthly by Virtustream on a calendar month basis and reported each month for the previous month. The reports will be provided to Customer by the tenth (10th) working day of the month following that to which such report relates, commencing on the second (2nd) month following the Service Start Date and each month thereafter. The monthly service level report will contain at least the following items: (i) Uptime statistics for the month concerned; (ii) an analysis of reported incidents over the previous month, broken down by type for discussion; (iii) action plans for items giving rise to concern; (iv) comments and observations on any issues arising from Virtustream's performance monitoring activities; (v) recommendations on service delivery strategies to maintain or enhance the service level; and (vi) review of general business requirements ("Service Level Report"). Cloud Platform Services (CPS) has its own specific service levels as described in this document. Cloud Cover Services (CCS) has service levels that pertain to the CCS offerings and are reported separately. Not all Virtustream customers have CCS but all Virtustream customers use CPS.

Service Level Review Meetings

Monthly Service Level review meetings will be conducted by Virtustream with Customer where the monthly Service Level report specified above will be discussed. If any of the Service Levels measured over the previous calendar month period is not achieved in that month, then Virtustream will include the steps taken to rectify the problem in the next monthly Service Level Report. In addition, the issue shall be an agenda topic for discussion at the next monthly service review meeting. Additionally, after restoring service or otherwise resolving any immediate problem as specified in this SD, if Virtustream fails to provide Services in accordance with the Service Levels, Virtustream shall:

a. Promptly investigate and report on the causes of such problem;

b. Provide a Root Cause Analysis of such failure as soon as practical after such failure or at Customer's request;

c. Correct such problem that is Virtustream's fault or responsibility, as soon as reasonably practicable and coordinate the correction of such problem if Virtustream does not have responsibility for the cause of such problem.

d. Advise Customer of the status of remedial efforts being undertaken with respect to such problem;

e. Demonstrate to Customer's reasonable satisfaction that the causes of such problem (that is Virtustream's fault or responsibility) have been or shall be corrected on a permanent basis; and

f. Take corrective actions to prevent any recurrence of such problem (that is Virtustream's fault or responsibility).

Root Cause Analysis

Promptly following Virtustream's failure to meet a Service Level, Virtustream will perform a root cause analysis to determine the reason for that failure. Upon Virtustream's determination of the cause of such failure, it will provide to Customer a preliminary report citing the cause of such failure. If Virtustream determines that the failure was due to Virtustream, an additional report will be provided that details the root causes of the failure, and which details any measures that should be taken to minimize the possibility that such failures will re-occur. Virtustream will correct the problem and use reasonable commercial efforts to minimize the re-occurrence of such failures.

Service Level Exceptions

Virtustream shall not be liable for any failure to meet the Service Levels, to the extent such failure was caused by one or more of the following:

a. A failure of Customer or any of its employees, agents or contractors (including any of Customer's third party service providers) to perform any of its responsibilities under this SD;

b. Any act or omission of Customer or any of its employees, agents or contractors (including Customer's third party service providers or other third parties acting on behalf of Customer);
c. Any hardware, software or other product of a third-party or Customer equipment;
d. Any failure of Customer to secure the proper access rights or maintenance and support services with respect to any component of the Services (e.g., hardware, software, network, maintenance) for which Virtustream does not bear operational responsibility;
e. Downtimes resulting from a Virtustream's scheduled maintenance windows;
f. Customer's reprioritization of the tasks to be performed by Virtustream where such reprioritization causes Virtustream to miss a Service Level;
g. Viruses; provided that the infected Virtustream-provided system had virus protection for which the virus protection software updates were up to date;
h. An election by Customer to purchase a base commitment that is not sufficient to run Customer's system (e.g., If a customer elects to size a µVM pool that is insufficient to run the designated workload);
i. Issues occurring outside of standard working hours (as defined for business level customers) — for which the Service Level Objectives (SLOs) do not apply;
j. Cloud Cover Services (CCS) offerings — for which the Service Level Objectives (SLOs) do not apply;
k. Resolution delays due to lack of client response and/or Customer provided credential based information;
l. Priority levels not agreed upon by both customer and supplier;
m. Claims of performance degradation not substantiated through Customer provided diagnostic testing results.

5.7 Recertification of Mandatory Minimums and Technical Specifications

Offeror must acknowledge that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in its proposal.

Carahsoft acknowledges that if awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in this proposal.

BUSINESS PROFILE

This section should constitute the Offeror's response to the items described in Section 6 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 6 of the RFP.

6.1 – Business Profile Provide a profile of your business including: year started, organizational structure, client base (including any focus by region, market sector, etc.), growth over the last three (3) years, number of employees, employee retention rates (specific for employees that may be associated with the services related to the RFP) over the last two (2) years, etc. Businesses must demonstrate a minimum of three (3) years of experience providing cloud solutions for large scale projects, including government experience, to be eligible for award.

Carahsoft Technology Corp. was started in Reston, Virginia in 2004. Carahsoft remains headquartered in Reston Virginia employing over 500 people that specifically support the Public Sector (Federal, State, Local, and Public Funded Educational Entities Nationwide within the United States.) Carahsoft has built a reputation as a customer focused organization with depth of experience in government sales, marketing, and contract program management. Carahsoft is one of the largest sellers of Cloud (including SaaS, PaaS, and IaaS) to U.S. the Public Sector.

Carahsoft's organizational structure allows for very focused and individualized support of any customer. The Executive Management team at Carahsoft is responsible for all aspects of day to day running of the organization. Reporting to the Executive Management Team are Directors. It is the Director's primary responsibility to oversee a particular technology area(s) and to monitor and manage all aspects of the staff, customers, and business within that area. An example of a Technology Area at Carahsoft is the VMware Virtualization practice. A host of technology offerings that use VMware at their core are supported by a single business unit overseen by a single Director that has reach back and access to the Executive Management staff. The Director's are then supported by a group of Team Leads. Each Team Lead Oversees a business area (typically defined by customer type (i.e. State Customers) or technology type (i.e. Virtual Desktop). Each team lead oversees a staff that is responsible for executing and managing the activities within that business unit.

At its' core, this organizational structure is lean and efficient, lacking layers of middle management, and empowering individuals with decision making capability in order to support all customers quickly an efficiently.

Carahsoft boasts an excellent employee retention rate. Specific benchmarks that we track include employee retention at 2 years of employment and 4 years of employment with rates of 65% and 90% respectively.

Carahsoft has been providing cloud solutions since opening its doors in 2004. US Public Sector entities have relied on Carahsoft to provide a wide variety of cloud technologies. Carahsoft serves as the cloud distributor and provides access to the core cloud technology with the core technology being supported by companies such as SalesForce, Google, ServiceNow, etc. Carahsoft currently support a state-wide implementation of Service Now's cloud technology within the Commonwealth of Pennsylvania. This implementation is known as the Enterprise Information Help Desk and manages all incident requests. Additionally, in 2013, Carahsoft has contracted with the State of Ohio to provide a cloud solution built around the technology from Salesforce. Ohios' Department of Administrative Services has contracted for Carahsoft to provide a variety of services including Service Cloud, Radian6 and Marketing Cloud as well as others. Both the Ohio and Pennsylvania cloud solutions are still being provided to these organizations.

Contracts similar in scope and size of this NASPO Cloud RFP:

California Multiple Award Schedule	California CMAS 3-12-70-2247E
Delaware Salesforce Contract	Delaware SE-CLD-001
Florida Commercial-off-the-shelf Software Contract	Florida COTS 43230000-14-01
Iowa Salesforce Contract	Iowa 2015-BUS-004
Ohio Master Cloud Services Agreement	Ohio MCSA-0016
Ohio State Term Schedule	Ohio STS 534354
Texas DIR Salesforce Contract	DIR-SDD-1793
Texas DIR Emergency Preparedness Contract	DIR-SDD-2035
Texas DIR Software/SaaS Contract	DIR-TSO-3149
VITA Desktop Productivity Software Contract	VITA VA-140401-CARA

6.2 – Scope of Experience Describe in detail the business' experience with government or large consortium contracts similar to the Master Agreements sought through this RFP. Provide the approximate dollar value of the business' five (5) largest contracts in the last two (2) years, under which the Offeror provided Solutions identical or very similar to those required by this RFP. Government experience is preferred.

CONTRACT VEHICLES – Over the past ten years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Carahsoft holds statewide contracts in many states across the country, and we have a great deal of experience with IT Master contracts accessible to numerous public agencies. Carahsoft has extensive experience in successfully launching, maintaining, and managing these contracts and projects over a wide range of government customers. The range of government projects include agency/ county/ city wide project, state-wide efforts, and multi-state contracts, as well as supporting projects that cross a wide range of Federal government customers. Examples of some of these projects include:

TEXServe Multi-jurisdictional Purchasing Program: Carahsoft promoted and managed the Texserve Contract-allowing the full VMware Products & Services portfolio to be procured by Texas K-12 Users at a discounted price.

TEXserve services including: VMware Technical Support, Pre-sales licensing configuration & design, contract promotion, ad hoc revenue reporting, and customer nurturing/ upsell campaigns. Carahsoft worked with Texserve, K-12 customers, to partner with a select number of VMware Premier and Enterprise Authorized Resellers utilizing their expertise under the Texserve contract.

ONENET Purchasing Consolidation: Carahsoft serves as the prime contractor and program manager for the ONENET contract serving the entire ONENET community providing the ability to procure VMware software (licensing/support) through a trusted network of strategic partners at a discounted rate. Carahsoft has a proven track record of providing the highest level of technical support while ensuring that members receive the proper software products and services conveniently under the ONENET Contract.

TX DIR Contract Sales: Carahsoft maintains a number of purchasing vehicles with the State of Texas Department of Information Resources (DIR.) 2014 DIR sales accounted for greater than $50M in revenues. Carahsoft actively markets these contracts and has grown revenues at greater than 10% annually for the past 5 years.

Total GSA State & Local Sales: Carahsoft holds a US General Services Administration (GSA) Schedule 70 Technology Contract. This contract is open to State and Local agencies to purchase as a form of Cooperative

Purchasing. Carahsoft markets the availability of this contract to eligible users and maintains sales revenues to eligible State and Local entities at greater than $50M annually.

As a whole, Carahsoft's five largest public sector contracts have totaled approximately $211,571,007 in sales in the past 2 years.

Carahsoft GSA Schedule	GS-35F-0119Y	$127,242,948.95
Texas DIR Emergency Preparedness Contract	TX-DIR-SDD-2035	$ 39,007,058.19
Texas DIR BMC Contract	TXDIR-SDD-1727	$ 15,734,306.68
Texas DIR Salesforce Contract	TXDIR-SDD-1793	$ 14,876,679.26
Texas DIR Adobe Contract	TX-DIR-SDD-2504	$ 14,710,013.43

Total Sales: $211,571,006.51

These contracts make up close to 2/3 of the total sales on contract that Carahsoft completed in that span. All of these contracts are currently in place with government entities.

6.3 – Financials Offeror must provide audited financial statements, of the last two years, to the State that demonstrate that an Offeror meets at a minimum Dun and Bradstreet (D&B) credit rating of 3A2 or better, or a recognized equivalent rating. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement.

Carahsoft has deemed its audited financials to be considered confidential. Additional information is provided in the Confidential, Protected, or Proprietary Information section. For D&B report along with additional clarification, please see page 360 in the Supplemental Information Section.

6.4 – General Information

6.4.1 Provide any pertinent general information about the depth and breadth of your Solutions and their overall use and acceptance in the cloud marketplace.

Carahsoft has assembled a team from our vast portfolio of vendors that includes our leading premiere network of cloud solutions, resellers, and subcontractors as the best solution to meet the State of Utah's requirements. They include:

AODocs, CA, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, Virtustream, VMware

Carahsoft is submitting as the exclusive offeror for all Google, Salesforce, and ServiceNow solutions and services for the NASPO Cloud solicitation. These manufacturers have deemed Carahsoft as the prime contractor who can effectively and efficiently manage the NASPO cloud contract on their behalf.

As a part of this response Carahsoft has utilized multiple Cloud Solution Vendors, covering all of the Cloud delivery models; SaaS, IaaS, PaaS. Carahsoft's strong vendor relationships and partner ecosystem have created an efficient and cost effective response which encompasses all vendor solutions into a single, easy

to utilize vehicle. While the technical requirements of each solution vary, Carahsoft strives to consolidate these specifications and responses into a cohesive unit. For example:

CA Technologies is a leader in IT Management Solutions in the industry. CA has be steadily moving its premier on premise management solutions to the cloud. CA Clarity Project and Portfolio Management (PPM) is one of the leading solutions used by state governments today.

Google's SaaS offering, Google Apps, has been commercially available since 2006 and presently has ~5.3 million paying customers covering 26m+ end user licenses. Google Apps represents a combination of the most popular consumer products that have been prepared for Enterprise use through the means of adding Administrative and Compliance Controls to the suite.

Gmail is the anchor product in the SaaS offering. Google has over 1B consumer users of Gmail and from that success designed a means by which customers could bring their own email-enabled domain name(s) into this managed service to replace legacy on-premises systems at a significantly reduced price. The straightforward means of migrating data as well as configuring the service and the knowledge that a majority of these business users may already be familiar with Gmail via personal use has made the adoption of Google Apps a logical choice.

Examples of the evolution of this SaaS offering include:
● Acquisition in 2007 of one of the leading email security and compliance vendors and the integration of those services to the Gmail Advanced Settings options. These features include the ability for customer System Administrators to set Spam, Content, Attachment and TLS policies to meet their specific requirements.
● In 2011 Google launches the Google Apps Status Dashboard, a publicly accessible website with RSS feeds to keep the world apprise of current system status.
● In 2012 Google increases the Gmail storage allocation from 10gb to 25gb, no change in price
● In 2013 Google modifies the storage space to unify email and Drive storage and increase the allocation to 30Gb, no change in price
● In 2014 Google offers a new premium SKU that offers unlimited unified Storage
● In 2015 Google enhances the Gmail Advanced Settings features to include pre-defined lexicons to support Data Loss Prevention scanning in email.

The above list is a short list of the variety of services, support offerings, features and best practices that Google has adopted into the service delivery of the SaaS offering. In addition to the wide use of GMail, Google has six other products with over a Billion active users. Those are Google Search, Chrome, Android, Google Maps, YouTube and Google Play.

Chrome as a browser and an operating system are further evidence of strong usage and market acceptance. In a report released by Net Applications in April of 2015, Chrome browser held 25.68% market share while IE11 had 25.04, followed by IE8 at 16.0. The increase in adoption by Enterprise customers is attributed to the real time updates against emerging threats and the Chrome for Enterprise browser controls.

Chromebooks, the laptops that run Google Chrome as the OS, are seeing a rapid increase in sales in the K-12 market worldwide. This is attributed to the low-cost and the easy-to-manage machines.

Google's PaaS/IaaS offerings entitled Google Cloud Platform was first announces in 2008 with Google App Engine, a platform to develop and host web applications. Early success on this platform included The Royal Wedding Website and BestBuy moving their online Gift Card/Registry service to the platform. Over the years, and based on market demand, Google began to externalize off PaaS/IaaS service offerings that Google developed originally for their own infrastructure and platform utilization.

Google continues to expose the benefits of Google's infrastructure to outside entities.

Or, put differently, Google lets customers use the same infrastructure that allows Google to return billions of search results in milliseconds, serve 6 billion hours of YouTube video per month and provide storage for 1Billion Gmail users.

Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Since launching its first service in 2000, Salesforce's list of over 150,000 customers span nearly every industry worldwide. The company's trusted cloud platform is creating a connected government experience for over 1000 government agencies including all federal cabinet government agencies and the majority of US States. With the world's leading cloud platform, Salesforce is freeing government data from legacy systems, empowering citizens and connecting agencies to administer government in powerful new ways. Government agencies are using Salesforce solutions for a multitude of government functions including grants management, constituent communications and correspondence management, incident and case management, call/contact center management, outreach programs, learning management, volunteer management, project management, and even donor management, among numerous others.

SAP is the fastest growing company at scale in the cloud with a user base of over 95 million subscribers. We also have the largest cloud portfolio of over 30 solutions for all lines of business as well as business suites. We also have 41 data centers in 21 locations in 11 countries.

6.4.2 Offeror must describe whether or not its auditing capabilities and reports are consistent with SAS 70 or later versions including, SSAE 16 6/2011, or greater.

Security is a multidimensional business imperative that demands consideration at multiple levels, from security for applications to physical facilities and network security. In addition to the latest technologies, world-class security requires ongoing adherence to best-practice policies. To ensure this adherence, our various cloud providers continually seek relevant third-party certification, including ISO 27001, the SysTrust audit (the recognized standard for system security), and SSAE 16 SOC 1 audit (an examination and assessment of internal corporate controls, previously known as SAS 70 Type II). SOC1, SOC2 and SOC3 audits are performed by third party auditor annually at a minimum. Additional audits and certifications include: CSA 'Consensus Assessments Initiative', JIPDC (Japan Privacy Seal), Tuv (Germany Privacy Mark), and TRUSTe.

Some examples include:

ServiceNow's security framework is based on ISO/IEC 27002 and has been ISO 27001 certified since 2012. Annually, ServiceNow undergoes ISO 27001 Surveillance audits and well as SSAE 16 attestations for both SOC 1 Type 2 and SOC 2 Type 2. Customers under an NDA can request these reports annually in assisting with both their vendor management and regulatory or compliance programs. ServiceNow provides Security Event Logs using Application Level Audit Logs and Infrastructure Monitoring,

Application Level Audit Logs. The ServiceNow application writes detailed audit log information that is stored in tables within a customer's instance. Since this is considered customer data and is stored within a customer's instance, ServiceNow does not attempt to monitor or view this data unless specifically requested by a customer. As a result the customer is responsible for monitoring the contents of these logs files and, at the customer's choosing, exporting the logs through the capabilities provided within the platform.

Infrastructure Monitoring. All components of the infrastructure supporting the private cloud feed alerts and logs into the SIEM. In addition, ServiceNow has deployed an Intrusion Detection System (IDS), positioned to listen to all inbound network traffic, with all events going to the SIEM as well. The SIEM is configured to automatically send alerts for common attacks. ServiceNow is responsible for managing the SIEM environment and securing the logs. ServiceNow retains all infrastructure logs for at least 90 days. The Security Operations Center (SOC) is also responsible for completing a daily checklist across a range of security domains, including privilege account usage, IDS alerts, file integrity monitoring (FIM), and database access. The daily checklists and captured events are managed through an instance of ServiceNow. Any variances that are discovered are raised as incidents for tracking, notifications, and investigation.

CA SaaS environment is compliant with SSAE16 for services where infrastructure and application are managed and maintained by CA. CA Agile Management currently does not hold SSAE16 certification. For SaaS offerings where infrastructure is managed by a third party, provider's SSAE16 reports are available upon request.

6.5 – Billing and Pricing Practices

6.5.1 Describe your billing and pricing practices, including how your billing practices are transparent and easy to understand for Purchasing Entity's.

Carahsoft's Order Management team works to ensure that billing and payment are completed in an efficient and simple manner. Purchase Orders and Invoices are provided to the customer early to ensure that payment can be completed whenever the customer is ready and within the confines of the agreed upon deal. Our OM team is available to answer any questions a Purchasing Entity has in order to assist with the process and confirm that they have everything needed for payment.

Carahsoft's pricing is dictated by the manufacturers- Carahsoft ensures that the Purchasing Entity's receive the best possible price by working directly with the manufacturer and ensuring that pricing meets or exceeds the contract being used. In addition, Carahsoft works with the manufacturer to ensure that all pricing changes are accounted for within the contract, as applicable.

6.5.2 Identify any typical cost impacts that a Purchasing Entity might need to consider, if any, to implement your cloud solutions.

When a purchasing entity determines they need implementation services to their cloud solutions, the Carahsoft offering provides these additional services. For Example:

ServiceNow Response: Customers typically engage ServiceNow for the initial implementation and training services and then for any major new future application implementations to get the best-of-breed expertise

for good standard solution support. ServiceNow developed the platform and applications so anyone could support changes to the configuration without having to hire outside consultants. The customer is empowered as they gain experience either by shadowing ServiceNow consultants during initial implementations, as they talking to other customers through the Community website, or by asking for technical support through the portal. So initial costs typically occur for ServiceNow when it is first implemented and there might be requested services as customers add new application support but there are no ongoing costs typically.

CA Cloud SaaS solutions are fully operational multi-tenant solution that are fully ready to use at outset. These Solutions are typically complex management solutions that do require setup and training. For example many customer will purchase a limited time block of consulting to help with loading data, and configuring reports. Training is also available for all applications to either augment start-up packs or walk customers through basic tasks.

In addition to the licensing fees there are optional Google services that a Purchasing Entity may find meet additional mandatory requirements. Examples would include adding on other SaaS solutions like Virtru for end to end encryption or AODocs for Document Management. The key benefit to moving to Cloud based vendors is a new set of transformative tools that are more productive and most cost effective than traditional client server solutions. Other additional costs may come into play of the Purchasing Entity wants to outsource all of the configuration and migration work to the selected reseller leading to additional time and materials expenses.

The Salesforce solution is available immediately for use via the internet after a Purchasing Entity makes a purchase of the solution. Other additional costs would include any implementation fees to be performed by a certified Salesforce implementation partner. These fees vary based on the type of project and length and complexity of implementation.

6.5.3 Offeror must describe how its Solutions are NIST compliant, as defined in NIST Special Publication 800-145, with the service models it offers.

Carahsoft's cloud solution offerings all fit within the guidelines listed in NIST publication 800-145 and repeated in Attachment D of this response. Please see response 8.1.5 for a more detailed explanation.

6.6 – Scope and Variety of Cloud Solutions

6.6 Specify the scope and variety of the service models you offer under this solicitation. You may provide a list of the different SaaS, IaaS, and/or PaaS services that you offer.

Carahsoft proudly offers a number of SaaS, PaaS, and IaaS supported by the cloud technologies as listed below. Many of our top tier cloud vendors also provide subscription and utility based pricing models which would be available to the State. Below is a list of each manufacturer being proposed in this response, along with the specific type of solution (SaaS, IaaS, and PaaS) they fit into:

SaaS – AODocs, CA Technologies, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, VMware
PaaS – Google, QTS, Salesforce, SAP, ServiceNow, Virtustream
IaaS – FireEye, Google, QTS, Virtustream, VMware

6.7 – Best Practices

6.7 Specify your policies and procedures in ensuring visibility, compliance, data security and threat protection for cloud-delivered services; include any implementations of encryption or tokenization to control access to sensitive data.

Carahsoft utilizes varying procedures for ensuring visibility, compliance, data security and threat protection for cloud-delivered services. Please see the below examples of potential options for meeting the State's expectations:

ServiceNow Response: ServiceNow applications have the advantage of being built on a single cloud platform that consists of one user interface, one code base and one data model; delivering holistic visibility into processes, creating a single source of truth, irrespective of whether the processes and systems are within the customer's environment or hosted in the cloud. ServiceNow invests significant resources in providing its services in a secure manner. This includes global teams delivering 24x7 operations and technical support from ServiceNow staff. ServiceNow currently has offices with staff focused on the management of the private cloud in Australia, the Netherlands, the U.K, North America, and Asia. The ServiceNow environment is a private cloud, fully owned and operated by ServiceNow, which supports a logically single tenant architecture. Customer data is isolated from other customer data by leveraging an enterprise-grade cloud architecture and a dedicated database and application set per instance. This gives ServiceNow customers cost reduction through shared infrastructure, while having the security benefits of customer-specific isolation at the application and data layers. In addition to the security features that come standard within the platform and each customer instance, customers can leverage the additional security features within ServiceNow to augment the security configuration of their instances based on their own needs and risk profile.

CA Response: This is addressed throughout all of our policies and procedures. CA SaaS Operations and Delivery runs an Information Security Management Framework (ISMS), which includes security organization, documentation, monitoring, and continuous improvement cycle. The security documentation comprises of CA SaaS Operations information security policies, procedures, guidelines and checklists. ISMS documentation is reviewed along with applicable controls annually. CA offers a variety of SaaS solutions, details for each offering has been provided in Exhibit 1 and 2 of this proposal.

Salesforce Response: Salesforce has many customers that are subject to laws pertaining to the processing of personally identifiable information (PII) or personal data. Salesforce offers its customers a broad spectrum of functionalities and customer-controlled security features that its customers may implement in their respective uses of the Salesforce services. Salesforce believes that these provide its customers the flexibility to comply with laws with stringent privacy and security requirements. Encryption options vary based on Salesforce Commercial Cloud or Salesforce Government Cloud offering.

Government Cloud Encryption:
As part of the Salesforce Government Cloud, Salesforce is capable of responding to FIPS 140-2 cryptographic implementations for data being transferred between the State's web browser and Salesforce. Data that resides within Salesforce's protected boundary does not use FIPS 140-2 validated encryption as compensating/mitigating controls are in place to protect data. Additional information is provided below.

Data In Motion:

Salesforce employs cryptographic mechanisms to protect information during transmission. All transmissions between the user and Salesforce are encrypted by default with a 2048- bit Public Key. Our service uses International/Global Step Up certificates. We support one- way TLS, in which customers create secure connections before sharing private data.
Secure routing and traffic flow policies ensure that customer traffic is encrypted entering Salesforce until the load balancer decrypts the traffic. The load balancers decrypting the traffic are FIPS 140-2 compliant and are located inside of the Salesforce Government Cloud isolation boundary.

Data At Rest:
NIST SP 800-53 Rev. 4 states in SC-28, “Information at rest refers to the state of information when it is located on a secondary storage device (e.g., disk drive, tape drive) within an organizational information system.” SC-28 also states, “Organizations may choose to employ different mechanisms to achieve confidentiality and integrity protections, as appropriate.” All secondary storage media (hard drives, disk drives, and tapes) containing customer data are maintained within Salesforce’s secure production data centers until the media has been sanitized and destroyed. Salesforce relies on physical access controls as a compensating control to protect the data.

ORGANIZATIONS PROFILE

This section should constitute the Offeror's response to the items described in Section 7 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 7 of the RFP.

7.1 – Contract Manager

The Offeror must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Utah. The Contract Manager must have a minimum of three (3) years' experience managing contracts for cloud solutions.

7.1.1 Provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.

Bethany Blackwell
Senior Manager
703-230-7435 (office)
703-501-1134 (cell)
Bethany.blackwell@carahsoft.com
Working hours: 7am-7pm EST M-F

7.1.2 Describe in detail the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this RFP. Provide a detailed resume for the Contract Manager.

The proposed contract manager, Bethany Blackwell, has over 5 years of experience in managing SaaS contracts in both the State and Local and Federal markets.

Bethany developed and manages contracts and associated terms for cloud contracts in more than 10 states. The combination of the State and Federal contract vehicles and BPAs being managed is valued at over $300M. Annually, she oversees 1000+ SaaS transactions off of these contract vehicles which include licensing and implementation that provide end to end cloud solutions to public sector customers.

Name	Position
Bethany Blackwell	**Carahsoft Senior Account Manager – Will serve as the NASPO ValuePoint Contract Manager**
Background	
• Senior Manager for cloud solutions products, including Salesforce.com, DocuSign, BMC Software • Vendor/Partner manager for 20+ complimentary solution vendors and 25+ implementation partners and system integrators • Graduated Virginia Tech in 2010 - dual degree with concentrations in Psychology and Political Science • 5+ years of experience at Carahsoft	
Skills	

• Expertise in negotiating SaaS contract vehicles and terms at State level • Knowledge of contract vehicles, BPAs, multi-year deals, multi-vendor deals • Management of enterprise size product contracts • Establish and maintain positive customer relationships through proactive communication • Maintained interactions with customers to ensure quick, accurate quotes; facilitated easy ordering process for customers
Relevant Experience
• Oversees the management and execution of 900+ individual SaaS contracts, valued at 85M+ annually • Maintain the annual recurring subscription renewal bases to ensure no customer's lapse in service • Oversees the ordering and distribution of licenses on statewide enterprise licenses agreements and various BPAs • Established vendor specific terms and conditions for 10 different statewide contracts • Assist customers in shifting buying strategy from perpetual to subscription licensing model

7.1.3 Describe in detail the roles and responsibilities of the Contract Manager as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.

The Contract Manager assigned to this contract will be in charge of all coordination and organization efforts between Carahsoft and NASPO ValuePoint. This includes, but is not limited to:

- contract negotiation
- roll-out plan
- amendments completion
- renewal execution
- reseller/subcontractor additions
- contract pricelist updates and upkeep
- contract compliance
- marketing coordination

TECHNICAL RESPONSE

This section should constitute the Technical response of the proposal and must contain at least the following information:

A. A complete narrative of the Offeror's assessment of the Cloud Solutions to be provided, the Offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.

In response to the State of Utah request for Cloud Solution Proposals, Carahsoft has assembled a response that includes a number of Cloud Solution Offerings from within the Carahsoft Cloud framework. These offerings are all supported in part or wholly by twelve leading cloud technology providers. Each provider's technology is an integral part of Carahsoft's proposal. Within this framework, Carahsoft will orchestrate, assemble, and execute on all activities necessary to support this contract, engaging each cloud technology provider as needed in the delivery of a particular service or solution offering.

The Carahsoft Cloud framework will provide for all requirements of the State of Utah Request for Proposal to be fulfilled. Carahsoft will be able to provide Cloud Solution Offerings to the State of Utah as well as to those entities that may participate via the cooperative purchasing program. The Carahsoft Cloud proposal provides for the provision of PaaS, IaaS, and SaaS offerings that are compliant with all requirements as outlined by the State. Carahsoft will provide dedicated resources to supporting this agreement. Carahsoft will insure that adequate resources are supplied to fully support this agreement during all phases from contract launch through termination. Usage requirements and demand resources fluctuate over time and Carahsoft's Cloud offering has been constructed in a manner that provides for the ability to scale without interruption, disruption, or any other similar interruption of customer service and solution availability.

B. A specific point-by-point response, in the order listed, to each requirement in the Section 8 of the RFP. Offerors should not provide links to a website as part of its response.

Offeror's should focus their proposals on the technical qualifications and capabilities described in the RFP. Offerors should not include sales brochures as part of their response.

For the purposes of Carahsoft's response to the technical requirements (section 8) of this RFP, please note that any response provided related to a specific manufacturer should be treated as a response to the following categories:

SaaS – AODocs, CA Technologies, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, VMware
PaaS – Google, QTS, Salesforce, SAP, ServiceNow, Virtustream
IaaS – FireEye, Google, QTS, Virtustream, VMware

8.1 – Technical Requirements

8.1.1 Offeror must identify the cloud service model(s) and deployment model(s) it intends to provide to Eligible Users. See Attachment D.

CA	APM	CA APIM SaaS offering helps accelerate, secure and manage APIs. CA is responsible for development and management of application. AWS provides IaaS services to CA for management of the underlying cloud infrastructure.
	MAA	CA Mobile App Analytics stimulates collaboration between business analysts, developers, operations and support in order to accelerate mobile app delivery and improve end-user experience. This service is hosted at CenturyLink Data center and the infrastructure is managed and maintained by CA SaaS Ops and Delivery team.
	CA Agile	CA Agile Central is a SaaS offering that is generally used to document and manage work within the SDLC.
	ASM	CA App Synthetic Monitor (ASM) provides end-to-end transaction response-time visibility into cloud, mobile and Web applications. Application utilizes Rack Space IaaS services.
Google	The Cloud Service Models that we intend to provide include SaaS, PaaS, and IaaS. In our response we will describe the various options for using Google Apps under the SaaS model and the functions of Google Cloud Platform under Paas and Iaas.	
AODocs	The Cloud Service Models that we intend to provide is SaaS.	
Virtru	All Virtru services are cloud-based and accessed via browser or downloadable browser extensions and plugins.	
Salesforce	Salesforce's deployment model is a "public" cloud infrastructure, as defined by NIST 800-145	
ServiceNow	Cloud service model: Software as a Service (SaaS) Deployment model: Private Cloud	
QTS	"QTS is a leading national provider of Infrastructure as a Service (IaaS) data center solutions and fully managed cloud services and a leader in security and compliance. The company offers a complete, unique portfolio of core data center products, including custom data center (C1), colocation (C2) and cloud and managed services (C3), providing the flexibility, scale and security needed to support the rapidly evolving hybrid infrastructure demands of web and IT applications. With 12 data centers in eight states, QTS owns, operates and manages approximately 4.7 million square feet of secure, state-of-the-art data center infrastructure and supports more than 850 customers. QTS' Critical Facility Management (CFM) can provide increased efficiency and greater performance for third-party data center owners and operators. QTS offers a number of IaaS solutions.	
SAP	Ariba	Our solutions are offered and delivered in a true subscription-based model and shared service (multi-tenant) offering. There is no software to install, no hardware to buy, no maintenance or support costs and no need to hire consultants or tech specialists to run the system. We deploy and manage the infrastructure. Customers only need a web browser for access. Subscriptions include system maintenance, automatic upgrades, enhancements and application of service packs, Level 1– 3 help desk support, professional services and best practices built directly into the application.
	Fieldglass	The SAP Fieldglass application is exclusively offered in a software as a service (SaaS) model.
	Hanna	SAP HANA Enterprise Cloud (HEC) is a private managed isolated & dedicated ladnscape (single tenant) offering end-to-end cloud-based infrastructure and managed services for SAP applications powered by SAP HANA. It is a fully scalable, enterprise-ready, mission-critical, secure and high-availability cloud service.
	Hybris	The SAP Hybris Commerce, Cloud Edition offering are all single tenent hosted VM environments. Customers have their own VM's with SAP Hybris instances deployed to those VM's. The SAP Hybris Commerce, Cloud Edition currently

		has Development, Staging, Testing, and Production environment. More environments can be added as required.
	SuccessFactors	Our solutions are delivered through a private cloud using a multi-tenant architecture. We refer to this as a Controlled Cloud. It includes a contractual framework reflecting applicable data privacy regulations, implementation and maintenance in accordance with Technical and Organizational Measures (TOMS) and regular audits by an independent third party for industry compliance and transparency.
VMware	vCloud Air	IaaS – Public, Hybrid, Community
	Horizon Air Desktop & Apps	IaaS – Public
	vCloud Suite	IaaS – Private, Hybrid, Community
	Airwatch	IaaS – Private SaaS – Public
	Horizon 6	IaaS – Private
	Realize Air Complaince	SaaS – Public
	SocialCast	SaaS – Public
FireEye	All FireEye cloud offerings included in this response fit the SaaS cloud service model and private cloud deployment model.	
VirtueStream	Virtustream solution is fully NIST compliant for Essential Characteristics, as the Infrastructure as a Service (IaaS) Service Model, with all deployment options – Private Cloud, Community Cloud, Public and Hybrid Cloud.	

8.1.2 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the following characteristics, as defined in NIST Special Publication 800-145:
8.1.2.1 NIST Characteristic – On Demand Self-Service: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how self-service technical capability is met.

CA	APM	N/A. This is a SaaS service and clients do not have direct access to the underlying infrastructure in order to provision computing capabilities. CA is responsible for the management and maintenance of the infrastructure and will make any necessary adjustments as part of providing this service to its clients.
	MAA	This is a SaaS offering and On-Demand service is not available, however, MAA customers are enabled to manage their accounts and carry out configuration changes required to manage mobile applications.
	CA Agile	We are a fully multi-tenant environment and do not provide the On-Demand Self-Service capability.
	ASM	This does not apply as this is a SaaS service. ASM customers are able to manage all aspects of their accounts, create sub-accounts, and make any configuration changes necessary for their monitors.
Google	SaaS, Google Apps administrators have access to an Admin Panel that allows them to perform user administration, service configurations, reporting on demand. Paas/IaaS, Google Cloud Platform is an integrated set of Compute tools, Storage Tools, Networking Tools, Big Data analytic tools, Management tools and Services APIs. A customer can use any of these services on demand via the Developer's Console.	
AODocs	SaaS, AODocs administrators have access to an Admin Panel that allows them to perform user administration, product configurations,reporting on demand.	

Virtru	All required services can be provisioned immediately when required. Users only need to install application to get single-user capability, or login to administrative dashboard for administrative features.	
Salesforce	Salesforce PaaS and SaaS solutions are delivered on-demand via the web and can be accessed with a browser and internet connection or mobile device. No additional software or infrastructure is required. Salesforce hosts the entire solution, thus freeing up customers to manage their mission, not manage an infrastructure solution. Additionally, Salesforce is browser agnostic and supports all major browsers (Firefox, Chrome, Safari, IE). No installations on users' laptops or desktops are required and thus the solution is accessible from anywhere an internet connection and supported browser are available, including mobile devices.	
ServiceNow	Customer instances are provisioned automatically after an agreement between a customer and ServiceNow is executed. ServiceNow actively monitors customer instance performance and can automatically scale its application servers out horizontally by adding them to the load balancer pools for a particular instance.	
Docusign	DocuSign's DTM® solution is ISO 27001:2013 certified and many of the ISO 27001:2013 controls are mapped to the NIST 800-53 requirements; we can provide additional information upon request.	
QTS	On-demand self-service. A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.	
SAP	Ariba	The solution provides self-service user profile management. Users profit from the intuitive, minimal-step nature of the user interface with little or no training. Changes to user profile includes workflow capability for profile changes.
	Fieldglass	All system resources are available to all customers without limitation. The system is highly configurable with most configurations being available to the customer's administrators.
	Hanna	HANA Enterprise Cloud is a private managed cloud therefore infra & services could be requested (added or decommisioned) on demand by placing change requests with SAP HEC teams. HEC roles & responsibilties document clearly articulates what is included in the monthly HEC pricing and what is available on-demand in addition to scaling up or down on the infra/compute.
	Hybris	N/A
	SuccessFactors	All self-service is in one place, including benefits and payroll if those products are in scope. Self-service is an intuitive experience. We provide the ability for employees to have configured permissions to take action in the tool such as field or data updates for personal information, benefits changes, payroll actions, completing workflow for assigned activities in the tool, etc. Self-service for both employees and managers is configurable to fit your business rules and organizational requirements.
VMware	VMware's IaaS and SaaS offerings complies with the On-Demand Self-Service characteristic, because once purchased, a user can unilaterally provision compute resources with no human interaction with VMware. The subscription includes access to two self service consoles: My VMware for account management, and the VMware vCloud Air Console which is the primary interface for access consumption and management of cloud resources purchased from VMware. (See doc for a complete list of products/ features that comply)	
FireEye	FireEye is offering 4 distinct SaaS cloud solutions each featuring self-service features specific to the unique capabilities of the offerings: 1.Email Threat Prevention (ETP) Email Provisioning	

	Once the ETP infrastructure is provisioned, customers can self-service the acceptance of up-stream mail and delivery to user mailboxes by configuring their own domain settings. No user mailbox provisioning is required as ETP will automatically check the validity of the email recipient with the downstream service. 2.Mobile Threat Prevention (MTP) User Provisioning Once the MTP infrastructure is provisioned, customers can self-service the creation of service users by integrating with an LDAP service or manually adding the users via the user interface. Device Provisioning Once the MTP infrastructure is provisioned, customers can self-service the creation of managed devices by instructing users to install the FireEye MTP Application on their mobile device and having a valid user account provisioned. 3.Threat Analytics Platform (TAP) User Provisioning Once the TAP infrastructure is provisioned, customers can create and assign role-based access control to user accounts. The enrollment process includes the ability to create two-factor authentication for newly provisioned users. Data Sources Once the TAP infrastructure is provisioned, customers can configure new data sources to feed the TAP instance without the assistance of FireEye. The TAP communications broker accepts data feeds in the following formats: syslog, flat files, TCP/UDP streams, and JDBC connections. 4.FireEye as a Service with Continuous Vigilance (FaaS CV) User Provisioning Once the FaaS infrastructure is provisioned, customers can create and assign role-based access control to user accounts via the on premise FireEye sensors.
VirtueStream	Virtustream IaaS provides a self-service portal called xStream, where users can access, view, edit, provision, and modify compute, storage, network and application services based on granular Role Based Access Control, which can be integrated with Active Directory or LDAP. Virtustream portal that enables the user to provision VMs, order services through a catalog, add storage, upload service templates, and run various reports all through the same portal.

8.1.2.2 NIST Characteristic – Broad Network Access: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how network access is provided.

CA	APM	The APIM service is accessed via HTTPS on a supported browser with no requirements for a workstation client install ; mobile friendly and optimized for use with iOS and Android tablets
	MAA	Upon native authentication, MAA dashboard is accessible by any host over public internet. Also, mobile devices connect to the service using REST API.
	CA Agile	All access to the application is through a browser.
	ASM	The ASM dashboard and API are accessible from any host connected to the public Internet. The API and dashboard require authentication, and each account is only accessible by the account owner (customer).
Google	SaaS, Google Apps is device, platform and network agnostic. As a pure play cloud-based solution the services can be accessed via any modern browser from any network access point. Customers that have requirements to limit access to trusted devices or trusted access points have access to Device Management tools via the Admin Panel at no additional cost. PaaS/IaaS, Google Cloud Platform management services can be accessed via any modern browser from any network access point. End-users can accesses services through one or more	

	appropriate tools (browser, CLI, APIs, etc.). Administrators can also monitor and manage services through a mobile app.
AODocs	SaaS, AODocs is service, platform and network agnostic. As a pure play cloud-based solution the services can be accessed via any modern browser from any network access point.
Virtru	All Virtru services are available on the publically available internet.
Salesforce	Salesforce PaaS and SaaS solutions are delivered on-demand via the web and can be accessed with a browser and internet connection or mobile device. No additional software or infrastructure is required. Salesforce hosts the entire solution, thus freeing up customers to manage their mission, not manage an infrastructure solution. Additionally, Salesforce is browser agnostic and supports all major browsers (Firefox, Chrome, Safari, IE). No installations on users' laptops or desktops are required and thus the solution is accessible from anywhere an internet connection and supported browser are available, including mobile devices.
ServiceNow	ServiceNow's physical architecture is deployed into ServiceNow's managed dedicated colocation cage space. Multiple diverse Internet connections terminate within the dedicated cage space providing redundant access from the Internet to the ServiceNow environment. All users, administrators and developers connect to the ServiceNow private cloud over HTTPS, leveraging TLS, for communication to and from a ServiceNow instance with all normal interactions via a web browser. There is no requirement to install any client software on any desktop, laptop, tablet, or smart phone used to access a ServiceNow instance.
Docusign	Please see above.
QTS	Broad network access. Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations). QTS recognizes that the connectivity challenges of today are largely driven by consolidation, virtualization and adaptive architectures. Our agile connectivity solutions provide you with both unification across your communication infrastructure and with built-in network scale, reliability, and high-performance. QTS metroConnect is a fast, reliable, high bandwidth connection to hundreds of network and service providers inside the local Carrier Hotel. With access to the numerous networks at the carrier hotel, QTS delivers the interconnection necessary to support your connectivity, business continuity and application collaboration needs. metroConnect offers redundancy and diversity options that ensure your content is always available. •High availability •Backed by a 99.999% SLA •24x7x365 monitoring and management •Carrier-neutral model •Convenient access to an array of Carriers and Internet providers •Dedicated, secure, and highly resilient connectivity with speeds of 100Mbps, 1Gbps or 10Gbps* •Supports all connectivity redundancy, business continuity, and collaborative application needs QTS data centerConnect Service Data centerConnect is a secure, scalable, cost-effective way to connect your primary and secondary sites between two or more client environments located in different QTS data centers providing a reliable interconnection option for any size business. QTS data centerConnect enables data replication and recovery through its resilient and redundant network. This ensures your business operates successfully with seamless, day-to-day transactions over a high-performance, low latency connection that supports business continuity, data replication and other IT business application needs. With QTS data centerConnect you get: •High Availability – Resilient network architecture provides high availability and reliability

	•Dedicated and Secure – Dedicated bandwidth with secure MPLS encapsulation •Scalable Bandwidth – Easily scale your bandwidth (from 10Mb up to 1Gb) •Flexible Network Configurations – Supports multiple network topologies •Cost-effective, Bundled Solution – All inclusive, bundled offer •Fully Managed, End-to-End – End-to-end, proactive monitoring and management, 24x7x365 QTS internetConnect Service internetConnect provides a multi-homed, high performance, dual access, multi-carrier network that meets all your Internet service needs. We ensure maximum uptime, guaranteed availability, and various bandwidth speeds through our flexible, high performance, carrier-neutral offer. For enterprises and government agencies conducting business over the Internet, QTS internetConnect Service provides a highly reliable, secure connectivity solution for production environments. •Direct access to multiple ISP backbones gives unmatched reliability and guarantees maximum uptime ◦Dual connections with direct access to multiple ISP backbones ◦Diverse, redundant paths to multiple backbone providers ◦Dual paths, with diverse entry points into the QTS Data Center •Anti-DDoS Mitigation Services provide an additional level of protection and security •Dedicated with burstable bandwidth options provides resiliency and flexibility •Backed by an industry leading 100% SLA •Optional service plans to meet your needs QTS ethernetConnect Service You need to be able to connect your employees and customers to your applications and to the outside world. Whether hybrid cloud, disaster recovery/disaster recovery as a service, data replication, data migration or other applications, you need the ability to seamlessly and conveniently connect your business together and to the outside world as if there is no distance between you. QTS ethernetConnect offers a variety of connectivity options. You can centralize your services with a single provider. And since QTS can handle everything from ordering to billing you have a single provider for a complete solution – "One Stop Shopping". QTS understands your needs and will tailor your end-to-end solution for your business. •High Bandwidth – Speeds are available in select increments of 100Mb to 10Gb •Data Privacy – Data is separated from IP traffic as it traverses the carrier backbone •High Performance Options – Solutions can be developed to fit your specific performance or reliability requirements •Consistency – Ethernet circuits travel over a single carrier's infrastructure and data follows a consistent path.
SAP	Ariba	Ariba uses Cisco Routers and Catalysts (high-speed switches) for ensuring maximum network connection performance. They deliver enterprise-class versatility, integration, and power to Ariba. Together, these routers provide the required support for Internet/intranet access with firewall security.
	Fieldglass	Customers are only required to use a standard web browser with default settings to access and use the Fieldglass solution.
	Hanna	Cloud Capabilities are available over the network (via secure MPLS or VPN network connectivity) and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms such as mobile phones, laptops. HEC is an extension of customers existing netwerk and uses customes IP range and /24 range.
	Hybris	All capabilities of SAP Hybris are available over the network. Furthermore, they are accessible by standard mechanism including heterogenous thin or

		thick client platforms through either standard web technologies or through the hybris OCC REST web service API's.
	SuccessFactors	Our solution was designed from the outset for high availability. We provide a system availability SLA of 99.5%. Every component (hardware and software) is completely redundant. There is a redundant piece of equipment or software for every hardware or software component for every layer of the infrastructure stack (server, software and network). We load balance at every tier in the infrastructure, from the network to the database servers. F5 load balancers are used to route traffic to an available web server to process the request. Application server clusters are enabled so that servers can fail without interrupting the user experience. We maintain an N+1 approach for all equipment in the hosted cloud environment, so that there is never a single point of failure. All customer database backups are encrypted and streamed in a secure manner from the customer's "primary" data center to their "alternate" data center, allowing for a timely restoration of service in the event of disaster. Based on the terms of the agreement, we will designate one of the data centers as the customer's "primary" data center, with an additional data center designated as the "alternate" for data redundancy and disaster recovery purposes. Load balancers will automatically detect a software or hardware error and take the servers out of service if needed without interrupting the user experience or application. They also allow capacity addition or reduction without interrupting service. All of the JBOSS application servers are clustered. Each is designated as a primary and a secondary, so any application server can fail without any loss of service or interruption of the application or user experience. The database servers are also clustered using a Veritas high availability cluster. The Veritas suite will detect any hardware or software errors in the database machines and automatically fail them over to a standby server
VMware	VMware's IaaS offerings complies with the Broad Network Access characteristic. All fo these products' capabilities are available over the public internet and can be used by heterogeneous thin or thick client platforms. Consumers only need internet access to access these resources. Additional capabilities exist including the ability to secure communications over the public internet including IPSEC VPN, SSL Client VPN, and the ability to consume via WAN connectivity. VMware's SaaS offering AirWatch can be accessed over the internet or private network through standard mechanisms.	
FireEye	All FireEye cloud offerings included in this response meet the definition of broad network access. Each of the solutions performs its designed functionality over standard internet-facing services and is accessible via a web browser from any internet connected device when valid credentials are provided.	
VirtueStream	Virtustream IaaS provides Broad Network Access, where it can provide landing zone for any private network (Point-to-Point, Virtual Private Label Switching, Multi-Protocol Label Switching, or Direct Connect), public network (Internet, Trusted Internet Connectivity as landing zone, IPSEC VPN and SSL VPN) and also extranet connectivity (shared network, i.e, Cloud Connect, Cloud Exchange, etc.) which is growing rapidly as option for connecting cloud resources.	

8.1.2.3 NIST Characteristic - Resource Pooling: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how resource pooling technical capability is met.

Carahsoft's multiple Cloud Service Provider's solution provides for Resource Pooling, as defined by NIST, in a variety of methods. Each method optimizes the cloud subscriber's experience while optimizing the availability of compute, network, and data resources. Each service provider provides Resource Pooling, see below for details.

CA	APM	CA API Management SaaS (SaaS APIM) has been built from the ground up to be a multi-tenanted, SaaS-based offering that leverages Amazon's infrastructure to scale appropriately; utilize a continuous integration model to provide for frequent updates; and fail over across multiple availability zones.
	MAA	MAA core service utilizes dedicated infrastructure layered with virtualization capabilities. It doesn't share computing resources with other services. Tenants are segregated using application containerization capabilities.
	CA Agile	We monitor all system resources and have alerting mechanisms when resource constraints have reached a defined threshold. We can easily scale our systems to accommodate any additional capacity. If we determine a single user is using a significant amount of resources we will proactively reach out to them to understand what they are trying to accomplish and help them to formulate more performant queries.
	ASM	All ASM core servers are dedicated physical servers. ASM Public Status Pages are served from dedicated web servers (used only by CA ASM) in the Amazon Cloud, on shared tenancy virtualization. Amazon Cloud virtual machines used by ASM are managed by and provisioned by CA ASM systems administrators.
Google	SaaS, Google's global infrastructure is a shared pool of resources that dynamically serve each end user with a primary data center access point that may rotate throughout the session without the end user being aware while at the same time replicating any data across at least two additional geographically dispersed data centers which also may rotate through the session. PaaS/IaaS, Google Cloud Platform also operates across the global Google infrastruture. The elements of this service can be defined within the Developer's console to run within a higher level of abstraction which covers four regions; Central US, Eastern US, Western Europe, East Asia where each region has three or four zones.	
AODocs	AODocs infrastructure is hosted in Google App Engine and data of our customers on Google Drive. This protection is insured by Google.	
Virtru	Virtru Services are offered in a fully multi-tenant mode if the customer requests.	
Salesforce	Salesforce is a multitenant cloud-based subscription service. Multi-tenant cloud solutions provide a single, shared infrastructure, one code base, one platform that is all centrally managed, with platform-based API to support all integration traffic, and multiple release upgrades included as part of the subscription service. Multi-tenancy and the Cloud Computing model remove unneeded tasks from the process of delivering, managing, and integrating software. Salesforce customers will not need to maintain any hardware or software. Without multiple versions to support, integrations don't break during updates; they are simply updated automatically. As a result, both the initial integration and its continued maintenance are simplified. More resources can be focused on creating a better product, with a faster cycle of innovation, instead of having to manage the complexity of many different versions to support a vast installed base. Salesforce's position as an online service enables us to roll out all levels of improvement, from patch releases to major upgrades that are largely transparent to the end users. When a bug is fixed and tested, it is rolled out to the application as part of regular maintenance; the nature of the service prevents special patches and code branches for individual customers, so all fixes can potentially benefit all customers.	
ServiceNow	The ServiceNow environment is a private cloud, fully owned and operated by ServiceNow, which supports a logically single tenant architecture. Customer data is isolated from other customer data	

	by leveraging an enterprise-grade cloud architecture and a dedicated database and application set per instance. This gives ServiceNow customers cost reduction through shared infrastructure, while having the security benefits of customer-specific isolation at the application and data layers. In addition to the security features that come standard within the platform and each customer instance, customers can leverage the additional security features within ServiceNow to augment the security configuration of their instances based on their own needs and risk profile. Customers share a hardware platform (no virtualization), but access entirely separate individual instances of the ServiceNow platform.	
Docusign		
QTS	Resource pooling. The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.	
SAP	Ariba	Ariba recognizes that customers need the highest-possible availability and reliability. To that end, Ariba infrastructure is scalable and redundant at all tiers. To provide high availability and reliability, Ariba has extensive error handling and fail-over capabilities. In order to ensure the highest availability, Ariba uses such best practices as frequent systems backup and maintenance, redundant systems, proactive customer notification of unplanned down-time and international support coverage.
	Fieldglass	Fieldglass is offered in a SaaS model. All customers access the same Fieldglass application version in a multi-tenancy database. The system is hosted in a secure hosting facility. All system resources are available to all customers without limitation.
	Hanna	SAP HEC does not pool resources for critical business systems as it's a managed private cloud, which is dedicated to one particular customer. However, network routers, availability reporting & monitoring could be shared. Details can be provided during HEC technical assessment workshop.
	Hybris	All computing resources of the data centers are pooled to serve multiple customers. Each customer gets their own separate VM's and their own instances of hybris deployed to those VM's.
	SuccessFactors	Load Balancing & Server Clustering – We load balance at every tier in the infrastructure, from the network to the database servers. Application server clusters are enabled so that servers can fail without interrupting the user experience. Database servers are clustered for failover. We maintain an N+1 approach for all equipment in its hosted environment, so that there is never a single point of failure. Complete Redundancy - Every infrastructure component is redundant. There are at least two of each hardware component that processes the flow and storage of data. Backup & Restore - the Data center runs full data backups weekly and incremental data backups nightly.
VMware	All VMware's IaaS products comply with the Resource Pooling characteristic (except for the Hybrid Cloud Manager which is Not Applicable). vCloud Air provides a pool of vCPU, vRAM, Network and storage on the shared physical infrastructure. vCloud Air provides the required location independence and requires that the customer directly specify location of the datacenter that will host their cloud at time of instantiation. Note VMware's SaaS is also Not Applicable.	
FireEye	The FireEye cloud infrastructures consists of web and application servers, operating systems, and databases in a hosted environment and are comprised of both physical and virtual devices.	

	Computing power and resources are load-balanced across infrastructure and replicated to redundant datacenters in the event of a disaster. Client-specific data stored in databases are logically separated from other clients' data providing segmentation and isolation.
VirtueStream	Key to Virtustream solution is its proprietary and patented solution of uVM technology, which is effectively a granular solution for resource pooling, providing application performance, pay for consumption only and segregate resources for security and compliance, but aggregate for cost efficiency. In addition, Virtustream is currently one of very few Cloud Service Provider with capabilities for Geo-Fencing and Geo-Tagging of the virtual machines to a specific data center, and getting down to cluster and host machine level. The resources are pooled based on two specific criteria: •ONLY Accessible Using Private Network – We call this pool "Enterprise" which most of Virtustream's IaaS workload is residing. There is no direct access from Internet into this pool. This is protected via a pair of routing and firewall from any other zones.

8.1.2.4 NIST Characteristic - Rapid Elasticity: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how rapid elasticity technical capability is met.

CA	APM	CA API Management SaaS (SaaS APIM) has been built from the ground up to be a multi-tenanted, SaaS-based offering that leverages Amazon's infrastructure to scale appropriately; utilize a continuous integration model to provide for frequent updates; and fail over across multiple availability zones.
	MAA	The pool of web and application servers can be grown or shrunk when necessary. Any changes to the size of the pool remains transparent to end-users and customers, and would only be done by CA MAA systems administrators.
	CA Agile	This is a SaaS service, therefore, CA monitors all system resources and have alerting mechanisms when resource constraints have reached a defined threshold. Data storage and network capacity are monitored and scaled to meet current client demands. Compute resources are scaled to meet client processing requirements
	ASM	All ASM core servers are dedicated physical servers; there is no elasticity. The ASM Public Status Pages are served from web servers in the Amazon Cloud, and the pool of web servers can be grown or shrunk if necessary. Any changes to the size of the pool would be transparent to end-users and customers, and would only be done by CA ASM systems administrators. Since this is a SaaS environment the CA SaaS Operations and delivery along with RackSpace are responsible for management of the capacity and monitoring.
Google	Saas, Google Apps can scale from 1 user to tens of thousand users. The usage of the services included are designed to horizontal scale within the confines of the per user storage allocation. Google Apps can be purchased with a 30gb per user allocation or with unlimited storage. Paas/IaaS, Google Cloud Platform was designed to scale on demand both in terms of available resources for applications designed and running on Google App Engine but also Compute Engine resources and more.	
AODocs	AODocs can scale from one user to tens of thousand users. The storage is based on the Google Apps storage which could be from 30Gb to unlimited storage depending on the Google Apps subscription.	
Virtru	Presently we over-provision services by 2.5x peak traffic in order to handle spikes. We are in the process of implementing horizontal scaling of all services and expect to have that work completed in the second half of 2016.	
Salesforce	User AuthenticationLogon is form-based. When users log into the Salesforce application, they submit a username and password, which are sent to Salesforce via an TLS-encrypted session.	

	Security features are developed by Salesforce and built into the application. Third-party packages are not used for development or implementation of security internal to the application. In addition, single sign-on and two-factor authentication may be used to authenticate users. Some organizations prefer to use an existing single sign-on capability to simplify and standardize their user authentication. You have two options to implement single sign-on—federated authentication using Security Assertion Markup Language (SAML) or delegated authentication. Federated authentication using Security Assertion Markup Language (SAML) allows you to send authentication and authorization data between affiliated but unrelated Web services. This enables you to sign-on to Salesforce from a client application. Federated authentication using SAML is enabled by default for your organization. Delegated authentication single sign-on enables you to integrate Salesforce with an authentication method that you choose. This enables you to integrate authentication with your LDAP (Lightweight Directory Access Protocol) server, or perform single sign-on by authenticating using a token instead of a password. You manage delegated authentication at the profile level, allowing some users to use delegated authentication, while other users continue to use their Salesforce-managed password. Delegated authentication is set by profile, not organization wide. You must request that this feature be enabled by Salesforce. Salesforce can be configured to utilize Active Directory directly via Delegated Authentication, or indirectly via Federated Identity using either SAML 1.1, or SAML 2.0. Additionally your users can be loaded from information drawn from your Active Directory servers and modifications made in Active Directory can be propagated into Salesforce. Customers can use their own SAML Identity Provider, or license one directly from Salesforce with our Identity Connect product.User ProvisioningUser provisioning and management is performed through the Salesforce Administrative Setup environment and is performed by Salesforce customers. Users, their profiles, permissions and passwords may be managed, edited, activated and deactivated as needed by those with appropriate permissions. An administrator (appointed by the customer and not by Salesforce) with appropriate privileges can manage session timeout, password policies, IP range login restrictions, delegated authentication/SSO, and requirements as part of this process. On first time login or password reset request, users are required to change their passwords to gain access. Salesforce also offers delegated authentication, enabling customers to provision and deactivate users from an external directory service.User Access ProfilesSalesforce enables administrators to manage roles and relationships between roles from within the application, in a single easy to read page depicting the role hierarchy. All users and application-level security are defined and maintained by the organization administrator and not by Salesforce. The organization administrator is appointed by CSBS. An organization's sharing model sets the default access that users have to each other's data. There are four sharing models: Private, Public Read Only, Public Read/Write, and Public Read/Write/Transfer. There are also several sharing model elements: Profiles, Roles, Hierarchy, Record Types, Page Layouts, and Field Level security. Details about sharing models and sharing model elements are provided below: Private Only the record owner, and users above that role in the hierarchy, can view, edit, and report on those records.

	Public Read Only All users can view and report on records but not edit them. Only the owner, and users above that role in the hierarchy, can edit those records. Public Read/Write All users can view, edit, and report on all records. Public Read/Write/Transfer All users can view, edit, transfer, and report on all records. Only available for cases or leads. Profiles A profile contains the settings and permissions that control what users with that profile can do within Salesforce. Profiles control: Standard and custom apps the user can view (depending on user license) Service providers the user can access Tabs the user can view (depending on user license and other factors, such as access to Salesforce CRM Content) Administrative and general permissions the user has for managing the organization and apps within it Object permissions the user is granted to create, read, edit, and delete records Page layouts a user sees Field-level security access that the user has to view and edit specific fields Record types are available to the user Desktop clients users can access and related options Hours during which and IP addresses from which the user can log in Apex classes a user can execute Visualforce pages a user can access User Roles Every user must be assigned to a role, or their data will not display in opportunity reports, forecast rollups, and other displays based on roles. All users that require visibility to the entire organization should be assigned the highest level in the hierarchy. It is not necessary to create individual roles for each title at the company, rather a hierarchy of roles should be defined to control access of information entered by users in lower level roles. When a user's role is changed, any relevant sharing rules are reevaluated to add or remove access as necessary. Record Types If the customer's organization uses record types, edit the record type to modify which pick list values are visible for the record type. A default pick list values can be set based upon the record type for various divisions. Field Level Security Field-level security settings let administrators restrict user's access to view and edit specific fields on detail and edit pages and in related lists, list views, reports, Offline Edition, search results, email and mail merge templates, Custom Links, and when synchronizing data.

	The fields that users see in detail and edit pages are a combination of page layouts and field-level security settings. The most restrictive field access settings of the two always apply. For example, if a field is required in the page layout and read-only in the field-level security settings, the field-level security overrides the page layout and the field will be read-only for the user.	
ServiceNow	ServiceNow is a multi-instance architecture that gives every customer its own unique database, which means that it is impossible for your data to be commingled with any other customer. The multi-instance architecture is not built on large centralized database software and infrastructure. Instead, we deploy instances on a per-customer basis, allowing the multi-instance cloud to scale horizontally and infinitely. For our multi-instance cloud, we deploy separate application logic (Apache Tomcat Java Virtual Machines) and database processes (MySQL) for every customer. This allows ServiceNow to scale its application servers out horizontally by adding them to the load balancer pools for a particular instance.	
QTS	Rapid elasticity. Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly out ward and in ward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time. Delivering scalable, secure, high-performing, virtual data centers for government applications QTS is committed to not only giving your cloud the most secure home, but also the ability to utilize best-of-breed technologies. Flexible, high-performing, future proof infrastructure: Built upon the VMware vCloud® Suite, you'll benefit from reliable, high-performing infrastructure using a platform that includes VMware, EMC and Cisco. This compatible solution easily integrates with private VMware environments and provides a pathway to a hybrid cloud.Our scalability increases agility, efficiency and productivity: Your technologists can focus more time on your business and customers, and less time on your infrastructure. Rapid provisioning and improvements in utilization enhances your speed to market, delivers applications faster, and gets projects out the door. Virtually unlimited bandwidth and communications diversity QTS operates carrier-neutral data center facilities. This means that customers can select their communications service providers from hundreds of carriers, Internet Service Providers, dark fiber and satellite companies to meet their transport requirements. Selecting a provider from such a broad list of options gives customers exceptional route diversity and pricing options, as well as different Service Level Agreements and installation schedules. Customers who need very high amounts of bandwidth to conduct their business efficiently will never have to worry about running out of capacity at a QTS facility. Similarly, customers who require exceedingly high communications security have the benefits of selecting from physically diverse routes between their ends points and dark fiber that is not shared with any other users. In short, there are virtually no limitations to the type, amount, or security of communications available at each QTS data center facility.	
SAP	Ariba	There are no scalability limits with our products. We can scale accordingly to fit any data amount or user volume scenario.
	Fieldglass	The hosted Fieldglass solution can be horizontally and vertically scaled very quickly as the web server farm is fully virtualized. Only the SQL server is bare metal by design.
	Hanna	SAP HEC can be rapidly scaled to provision infrastructure & services on demand per customer requests.
	SuccessFactors	Our solution was designed and developed, from the outset, to be a highly scalable application. We also use the concept of "PODS," from a hardware perspective. A POD is a fault tolerant cluster of application & DB servers

		designed, as a scalable unit, to provide core processing and data storage services for fixed increment of customers. Attributes include: A POD is designed to support millions of subscribers. Our current 2nd Generation POD is scaled to 5M+ Multi-Vendor High Performance Blade Servers with 40GBps backplane fabric interconnects Multiple redundant Application Engines Clustering for availability and performance Hardware load balancers to route each new incoming session to the most available web and application processor Designed to support a high rate of concurrent connections while maintaining sufficient redundant capacity to meet SLA requirements New production PODs undergo a verification process before being brought into service Excess capacity PODs are always available on standby (scalability-on-demand) We will increase capacity if data center utilization surpasses the 70% threshold
VMware	All vCloud Air offerings partially comply with Rapid Elasticity. vCloud Air can be purchased as a pool of vCPU, vRAM, Network and Storage on shared or dedicated physical infrastructures that can be elastically provisioned and released. VMware's vCloud Air On Demand is fully compliant because capabilities can be elastically provisioned and released. VMware's SaaS Products i.e. AirWatch, does comply but the NIST requirement is not relevant to SaaS offerings. Note the vCloud Air Hybrid Cloud Manager is not Applicable.	
FireEye	FireEye cloud environments are continuously monitored by cloud service operations (CSO) personnel to help ensure secure operation and available of the system. Capacity is actively monitored and pro-active upscaling is conducted to ensure resources are always available to end-users. Procedures are in-place for rapidly adding resources in the event the infrastructure approaches capacity.	
VirtueStream	Virtustream's self-service portal, ticketing system and also the Technical Account Manager, who is the single point of contact for State of Utah allows for provisioning and deprovisioning of resources and services. In addition, Virtustream is uniquely positioned to provide application level provisioning as part of its standard automation and orchestration tool. Resources can be scaled based on application size, memory, storage, network requirements. xStream utilizes a supply chain to define resource profiles, attributes and offerings than can be provisioned.	

8.1.2.5 NIST Characteristic - Measured Service: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how measured service technical capability is met.

CA	APM	Continuous monitoring of all service components (infrastructure and application) is deployed to proactively identify any component or service trending towards failure or approaching capacity. This portion is handled for the underlying cloud infrastructure by AWS with active participation by CA including escalations of issues.
	MAA	CA MAA systems administrators track the resource consumption of each virtual machine in use. ITIL flows are utilized to ensure service delivery. MAA customers do not need this information in order to use the service, nor do they have access to view it.

	CA Agile	Continuous monitoring of all service components (infrastructure and application) is deployed to proactively identify any component or service trending towards failure or approaching capacity CA's best-of-breed monitoring solutions are deployed and supplemented with vendor specific diagnostic tools where appropriate 24x7 staffed network operation center (NOC) to analyze and respond to automated monitoring alerts
	ASM	CA ASM systems administrators track the resource consumption of each virtual machine in the cloud. Since this is a SaaS service, ASM customers do not need this information in order to use the service, nor do they have access to view it.
Google	Saas, Google Apps is already optimized for unlimited use by all end users. Google ensures high availability, low latency and fault tolerance as a part of the contracted services. No metering or rate limiting would be required as Google does not charge based on bandwidth use. Paas/IaaS, Google Cloud Platform includes application development tools, Google App Engine, compute resources, Compute Engine and Container Engine, data storage solutions and networking solutions. The pricing model is based on actual usage and that usage can be monitored with Google's Cloud Monitoring Service which also includes options to autoscale a project.	
AODocs	AODocs is already optimized for unlimited use by all end users. AODocs ensures high availability, low latency and fault tolerance as a part of the contracted services. No metering or rate limiting would be required as AODocs does not charge based on bandwidth use.	
Virtru	All services in our system monitored for availability, stabiity, security, and intrusion using a combination of tools, such as Dtrace, LogTrail, CloudWatch, DataDog, ElasticSearch and AlienVault.	
Salesforce	Subscription-based Service The Salesforce PaaS and SaaS offerings are subscription based and in a per user/month or user/year format billed annually with some of our products offered as total logins per month or by defined number of members billed annually. Bandwidth Salesforce is designed to use as little bandwidth as possible so that the site performs adequately over high-speed, dial-up, and wireless Internet connections. While average page size is on the order of 90KB, Salesforce uses compression as defined in the HTTP 1.1 standard to compress the HTML content before it is transmitted as data across the Internet to a user's computer. The compression often reduces the amount of transmitted data to as little as 10KB per page viewed due to the lack of image content. The site was designed with minimum bandwidth requirements in mind, hence are extensive use of color coding instead of images. Our average user also is known to view roughly 120 pages from our site per day. Our application is stateless; therefore, there are no communication requirements in the background once the page loads, like traditional client server applications, e.g., Outlook. Therefore, once the page loads, there are no additional bandwidth requirements until a user queries or writes information to Salesforce. System Overview In addition to our Trust site (http://trust.salesforce.com/trust/status), you will also have access to a System Overview, which will help Salesforce customers monitor performance and usage of their own Salesforce org. This overview includes: Schema - # and % of custom objects and data storage Business Logic - # and % of Rules, Apex triggers and classes, as well as % of code used Licenses API Usage - # and % of requests in the last 24 hours User Interface - # and % of custom apps, sites, flows, custom tabs and pages	

	Portal The above list is of all the possible metrics that Salesforce customers may have in their system overview.	
ServiceNow	ServiceNow is a subscription service measured by number of user accounts or number of managed nodes. ServiceNow has a documented capacity-planning model, which is used to determine sizing requirements and scaling options. The need to address capacity and horizontal system scaling is in the background, transparent to our customers.	
Docusign		
QTS	Measured service. Cloud systems automatically control and optimize resource use by leveraging a metering capability 1 at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.	
SAP	Ariba	We have an Internal Tools Development Team which has established active monitoring systems with alerting and automated escalation. This includes log monitoring from the backend of the systems and this is tied to established internal processes related to security incident management. The environment, policies, tickets and reports are reviewed under ISAE 3402 assurance audit every six months.
	Fieldglass	Fieldglass utilizes various methods to ensure the system is available and is operating as expected. • Our network performance monitor ensures that all servers and devices are available and performing as expected. • All devices and servers on our network log into our enterprise SIEM tool. All activity is monitored by the Fieldglass security team to ensure activity does not vary from our known baseline. • An Active Performance Monitor has been built into the Fieldglass system. This monitor logs all system activity and enables Fieldglass engineers to drill into data such as concurrent user count, thread count, memory, CPU, SQL duration, server duration, client duration, page hits, etc. This data can be drilled into by day, hour, minute, server, and user. • Customer SLAs are tracked and communicated on a monthly basis. For 2015 we have a 99.4% success rate in meeting all customer page response time SLAs.
	Hanna	SAP HEC services are measured via SAP solution manager and reports are shared with the customer on a monthly basis as well as via self-service reports. SAP HEC operations team monitors the customer landscape and any disruption is addressed after reaching out to the customer and associated approval.
	SuccessFactors	Our hosting sites are designed to accommodate customers desiring a high level of managed service performance. In order to achieve such a level of performance, proactive monitoring is available through a variety of on-line tools that are implemented and managed by Cloud Operations. At a customer management level, the Cloud Operations monitors a series of “key metrics” that measure the results of various processes involved in supporting the business operations and service reliability. These metrics include reports of transaction volumes, latency, system availability, capacity, change management, and help incident response times as compared with established service level goals and standards. To facilitate required system performance, we monitor and tune the use of resources, and makes projections of future capacity requirements. We employ

		a variety of services to monitor and enhance application performance. The network makes extensive use of high availability architecture, and is monitored on a 24x7 basis at multiple levels. We utilize real time web applications performance monitoring software to do the following: Sample web traffic in real time via performance analysis software Track web application errors, (e.g. http 4xx-5xx errors) Monitor end-to-end user performance trends Detailed session analysis for session troubleshooting This data is reviewed on a daily and weekly basis by Operations Support, and is further supported with automated alerts. We proactively gather performance statistics, set triggers to alert on capacity thresholds, and regularly review utilization trends for capacity planning.
VMware	VMware's provides automatic monitoring and metering services to their IaaS and SaaS offerings. Note the vCloud Hybrid Manager is not applicable as it is not metered, because it is for management.	
FireEye	FireEye cloud environments are continuously monitored by cloud service operations (CSO) personnel to help ensure secure operation and availability of the system. An internal monitoring system operates 24 hours per day to assess system availability and performance. The system is configured to send email alert notifications to FireEye operations personnel on a real-time basis communicating potential issues with the production systems.	
VirtueStream	The fundamental of Virtustream solution is based on uVM Technology, which is very unique in terms of billing. Virtustream solution takes average consumption of compute resources, and State of Utah would only pay for actual resources based on a monthly average. This is in comparison with traditional cloud solution, where the billing is based on allocation of resources in T-Shirt size (Micro, S, M, L, XL, XXL), and if the server is up, consumer of the cloud pays, but when it is down, they don't. In case of the Virtustream solution, customer only pays based on the average of vCPU, RAM, IOPS and Network I/O; the key is average, not aggregate and based on consumption not allocation. In addition, all storage, security, application management services are offered as a monthly fee, based on the VMs; also, Virtustream can provide consultative and project support based on time and materials. The µVM brings significant benefits: enabling application level performance SLAs – which an average VM cannot. µVMs eliminate wasted headroom in fixed size VMs, generating significant efficiency improvements (up to 40% beyond traditional virtualization) and Virtustream only charges by the µVM so you only pay for the resources you actually consume not what you might need. Using µVMs also enables applications to be used across multiple hypervisors, across multiple clouds and between different locations – enabling true hybrid clouds. µVM technology allows Virtustream to offer enterprise class clouds capable of running both mission-critical enterprise applications and web-scale applications, delivering the full benefits of cloud to the enterprise.	

8.1.3 Offeror must identify for each Solution the subcategories that it offers for each service model. For example if an Offeror provides a SaaS offering then it should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

CA	APM	In addition to the APIM SaaS offering CA Technologies also offers educational services and consultancy services. CA provides education and training services to its clients.
	MAA	CA MAA helps app developers visualize, investigate, manage, and support user interactions with their mobile apps. It provides deep insights into the performance, user experience, crash, and log analytics of mobile apps. CA MAA is aimed to help

		enterprises understand the experience of mobile app users across the DevOps application lifecycle. Enterprises can accelerate the delivery of user-experience-focused mobile applications and can achieve faster time to market by continuous application delivery while ensuring robust security.
	CA Agile	We provide a SaaS offering that is generally used to document and manage work within the SDLC. In addition to the CA Agile offering CA Technologies also offers educational services and consultancy services
	ASM	CA ASM is a SaaS offering that provides customers with the ability to monitor the availability, health, and performance of network services (web sites, email servers, etc.).
Google	Education SaaS offering - Google Apps for Education Messaging SaaS offering - Google Apps for Work, Google Apps Unlimited Collaboration SaaS offering - Google Apps Unlimited Identity Management SaaS offering - Google Apps SSO eDiscovery/Archving SaaS offering - Google Apps Vault Application Development PaaS - Storage IaaS offering -	
AODocs	AODocs Team Folders AODocs Document Management AODocs Retention Application AODocs Email Connector	
Virtru	SaaS email encryption and SaaS file encryption.	
Salesforce	Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Over 150,000 Salesforce customers across nearly every industry have successfully transformed their operations including over 1000 government agencies, representing all federal cabinet level agencies and the majority of the United States. Customer examples include: State of Texas, State of Colorado, State of California, GSA, USDA, USAID, and others. Salesforce was named one of the World's Most Innovative Companies by Forbes for the last five years in a row. Salesforce is #1 in Enterprise Cloud Computing and #1 in CRM according to IDC. Salesforce ranks as the Leader in the Gartner Magic Quadrant for "CRM Customer Engagement Centers" (SaaS), "Sales Force Automation" (SaaS), and "Enterprise Platform as a Service" (PaaS). Government agencies are using Salesforce PaaS and SaaS solutions for a multitude of government functions including grants management, constituent communications and correspondence management, incident and case management, call/contact center management, outreach programs, learning management, volunteer management, project management, and even donor management, among numerous others.	
ServiceNow	SaaS Offerings: •Cloud and Infrastructure Management Tools •Customer Relationship Management •Project and Portfolio Management (PPM) Tools •Security •Workflow and Electronic Signature •Proposed new category: Information Technology Service Management Tools	

QTS	QTS has built some of the world's largest, most robust, and redundant data centers. The company's innovative 3C product set of custom data center, colocation, and cloud and managed services provides a fully integrated platform and a flexible, scalable level of service that is difficult to match. Our service categories include: IaaS Custom Data Center IaaS Enterprise Cloud IaaS Managed Cloud IaaS vCGS Cloud IaaS Federal Solutions IaaS Healthcare Solutions IaaS Financial Service Solutions Colocation Connectivity Critical Facilities Management Hybrid IT Solutions Disaster Recovery as a Service (DRaaS) Managed Services: Managed Hosting, Managed Network, Managed Systems, Managed Security, Managed Storage & Backup, Managed Disaster Recovery, Data Security	
SAP	Ariba	We provide solutions that allow enterprises to efficiently manage the purchasing of non-payroll goods and services required to run their business. We refer to these non-payroll expenses as "spend."" Our solutions include software, network access, and expertise. They are designed to provide enterprises with technology and business process improvements to better manage spend and, in turn, save money. Our solutions streamline the business processes related to the identification of suppliers of goods and services, the negotiation of the terms of purchases, and ultimately the management of ongoing purchasing and settlement activities. Our solutions allow enterprises to take a systematic approach with products and services that work together. By combining software, network access and professional services into a comprehensive solution, we help customers to address six key areas of spend management: Visibility - enhance spend visibility and control across spend categories, disparate systems and corporate divisions Sourcing - identify top suppliers, negotiate procurement terms, leverage aggregate spend, and manage procurement contracts Contract Management - streamline and automate from contract creation to compliance Procurement – streamline requisitioning and procurement across all types of spend Invoice and Payment - automate invoicing and payment processes Supplier Management - optimize buyer-supplier interactions throughout the spend lifecycle
	Fieldglass	The SAP Fieldglass Vendor Management System (VMS) application is a workforce management SaaS offering.
	Hanna	HANA Enterprise Cloud is a private managed cloud primarily for all SAP enterprise-wide SAP applications such as: ERP, CRM, SRM, BW, etc. All SAP applications can be hosted in HANA Enterprise Cloud (via BYOL or Subscription Licensing model)
	SuccessFactors	Our original product release dates are as follows:

		Performance Management – 2001 Goal Management – 2002 360/Multi-Rater Reviews - 2002 Succession Management - 2004 Compensation Management – 2004 Analytics & Reporting – 2005 Learning & Development – 2006 Recruiting Management – 2006 Variable Pay Compensation – 2007 Employee Profile – 2007 Stack Ranker – 2008 Employee Central – 2009 Metrics Navigator – 2009 Goal Execution – 2010 Calibration – 2010 Workforce Planning (Acquisition) – 2010 Workforce Analytics (Acquisition) - 2010 Plateau LMS (Acquisition) – 2011 JAM – 2011 Employee Central Payroll – March 2012 Onboarding (acquisition of KMS) – May 2013
FireEye	FireEye is offering 4 distinct cloud solutions that can be classified into the following service categories and sub-categories: 1.Email Threat Prevention (ETP) Security – SaaS 2.Mobile Threat Prevention (ETP) Security – SaaS 3.Threat Analytics Platform (TAP) Threat Intelligence – SaaS 4.FireEye as a Service with Continuous Vigilance (FaaS CV) Managed Security Service – SaaS	
VirtueStream	Virtustream is an Infrastructure as a Service (IaaS) offering focused on mission critical workloads and applications. The solution provides as part of the response is IaaS only. Virtustream's IaaS is targeted for all virtualized, x86 based cloud solution. While we have secured and segmented infrastructure for FedRAMP, FISMA, PCI and other regulated workload, it is best suited for any and all enterprise workload as long as the workload can be virtualized and run on x86 platform. For non x 86 environments, Virtustream provides Collocated areas, which is cross connected with the cloud.	

8.1.4 As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of Attachments C & D.

Carahsoft complies with the requirements in attachment C & D. Cloud service models by vendor are broken out in section 6.6 of this response per the request in attachment C.

8.1.5 As applicable to an Offeror's proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in Attachment D.

Carahsoft's cloud vendors fit into multiple categories as listed out in Attachment D. Many of our vendors fit a hybrid cloud deployment method with ability to silo off a private cloud if security needs dictate such. Our cloud vendors are broken out by service model in section 6.6 of this response. Carahsoft's cloud vendors

also fit into many categories as listed in section 1.1.3 of Attachment D. Depending on the type of data and service requested our vendors can support everything from on demand self service delivery to a completely managed and measured service option.

8.2 Subcontractors

8.2.1 Offerors must explain whether they intend to provide all cloud solutions directly or through the use of Subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified Subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific Subcontractors. Any Subcontractor that an Offeror chooses to use in fulfilling the requirements of the RFP must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the Solutions provided. Subcontractors do not need to comply with Section 6.3.

Carahsoft will be utilizing Subcontractors to provide services and solutions for specific manufacturers within this response. In other cases, Carahsoft will work with the manufacturers to provide these services and solutions to all Participating Entities. All Subcontractors shall be vetted to ensure they have the necessary qualifications to do business within the State of Utah and any applicable Participating States. All Subcontractors will also comply with the applicable terms and conditions of the RFP and subsequent contract, as well as all Participating Addendums for the States they are subcontracting in.

8.2.2 Offeror must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.

Carahsoft will use subcontractors as a third party company to provide services in relation to the solutions provided by the manufacturer. No other functions of contract management or execution will be performed by the subcontractor. While Carahsoft cannot determine all roles and responsibilities of the positions for each subcontractor, there are multiple different standards which subcontractors utilize for these types of contracts. Here is an example set of the traditional roles a subcontractor would play on behalf of Carahsoft for this RFP:

Job Title: Consulting Engineer
Functional Responsibility: Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Job Title: Project Manager

Functional Responsibility: Possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Job Title: Senior Information Architect
Functional Responsibility: Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Job Title: Information Architect
Functional Responsibility: Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Job Title: Senior Consulting Engineer
Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

8.2.3 If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

Carahsoft will be making the determination of what subcontractors to include on the NASPO ValuePoint Cloud contract upon time of award. Carahsoft will ensure a subcontractor has all of the necessary certifications to do business in the State before adding them to the contract as a subcontractor. In addition, Carahsoft will do credit checks and meet with the subcontractor on multiple occasions to confirm that they are reliable and exceed expectations as a services and solutions provider. Finally, an agreement will be put in place between Carahsoft and the subcontractor to ensure optimal efficiency with the subcontractor's responsibilities.

A subcontractor will be actively involved in understanding and shaping any Statements of Work created for the services of a deal in order to make sure that they have the capacity to meet all of the necessary requirements. These Statements of Work will dictate the terms upon which the subcontractor is deployed for services, so Carahsoft will work specifically with subcontractors that are active in the public sector and understand the nuances of selling to government entities.

8.3 Working with Purchasing Entities

8.3.1 Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:

- Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;
- Response times;
- Processes and timelines;
- Methods of communication and assistance; and
- Other information vital to understanding the service you provide.

Security is of the uptmost importance to all of the Service providers that Carahsoft is submitting. Should and actual breach occur, it is the first priority of Carahsoft and the service provider to identify the source of the breach and implement safe guards to prevent one from happening in the future. The Service Provider will promptly notify the Purchasing Entity of the incident. Notification of the breach will be provided by the service directly to the security or customer contact that is identified by the Purchasing Entity. Methods of communication could include phone or email notification.

8.3.2 Offeror must describe how it will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.

Carahsoft ensures that no unwanted marketing efforts are made to customers through an easy to manage opt out system in our database. Carahsoft can also limit communications by vendor to ensure that only those vendors approved by the customer reach out with marketing materials or product updates. Carahsoft will never support or assist in the pushing of adware or unwanted software to participating customers.

8.3.3 Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.

For applicable cloud offerings, user test/ staging environments are available that are identical to real-time production environments.

8.3.4 Offeror must describe whether or not its computer applications and Web sites are be accessible to people with disabilities, and must comply with Participating entity accessibility policies and the Americans with Disability Act, as applicable.

The user interfaces provided for within this proposal are accessible to people with disabilities using assistive technologies.

8.3.5 Offeror must describe whether or not its applications and content delivered through Web browsers are be accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at minimum.

All cloud solution offerings within this proposal that are delivered via web browsers are accessible using current releases of common internet browsers such as Internet Explorer, Firefox, Chrome, Safari, and more.

8.3.6 Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations.

Upon request of the customer, Carahsoft can host meetings via Adobe Connect web conferencing software or travel in person if the need presents itself. Carahsoft is happy to support and comply with any regulations or sensitive data compliance needs that the customer identifies. Carahsoft has the ability to limit customer information to a secure and isolated database if needed.

8.3.7 Offeror must describe any project schedule plans or work plans that Offerors use in implementing their Solutions with customers. Offerors should include timelines for developing, testing, and implementing Solutions for customers.

Project scheduling and work planning documents are developed in conjunction with customer requirements. Project planning activities are conducted with a focus on developing a statement of work that defines deliverables, customer and contractor areas of responsibility, as well as project benchmarks, and deadlines. Project complexity and customer requirements determine the overall timelines for development, testing, and solution implementation.

8.4 Customer Service

8.4.1 Offeror must describe how it ensure excellent customer service is provided to Purchasing Entities. Include:

- Quality assurance measures;
- Escalation plan for addressing problems and/or complaints; and
- Service Level Agreement (SLA).

The core of Carahsoft's business is to provide the best customer service to our government customers and vendor partners. We are an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing, and contract program management. This experience has enabled Carahsoft to achieve the top spot in leading software license GSA resellers. Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. Carahsoft seamlessly generates quotes within 30 minutes or less and processed over 56,000 orders in 2014 that were each completed the same day received. Over the past ten years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. Quality and accuracy is the driving factor behind Carahsoft's successin the government market. All solutions proposals and price quotes that are sent to our customers go through a three step review process for quality. The first is a pricing review that is automatically run against the pricing database to ensure pricing accuracy for the proper contract. The second review is at the certified Account Representative level who will check pricing and configurations for accuary and also review any SOWs that are included. Finally, mangagement review confirms the quality and accuracy of the proposal that will be sent to the Purchasing Entity. Carahsoft has instituted an escalation procedure for any problems or complaints that may arise. There are four levels of escalation and include review by the Account Representative assigned to the

Purchasing Entity, followed by the Regional Manager of the territory, next to the Vice President of State and Local and finally to the President/CEO. Each stage of escalation shall have a response SLA of no more than 24 hours.

8.4.2 Offeror must describe its ability to comply with the following customer service requirements:

a. You must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.
b. Customer Service Representative(s) must be available by phone or email at a minimum, from 7AM to 6PM on Monday through Sunday for the applicable time zones.
c. Customer Service Representative will respond to inquiries within one business day.
d. You must provide design services for the applicable categories.
e. You must provide Installation Services for the applicable categories.

Carahsoft confirms and agrees that we will name a lead representative for each Participating Addendum. The contact information will be listed on the Carahsoft website and kept current. Carahsoft confirms it will have a representative available by phone and email available 7am-6pm on Monday through Sunday in the applicable time zones. Carahsoft confirms that it will respond to all inquiries within one business day or sooner. Carahsoft will engage with our service providers to provide design services in the applicable categories Carahsoft will engage with our service providers to provide installation services in the applicable categories.

8.5 Security of Information

8.5.1 Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.

Security is of the utmost importance to Carahsoft and our service providers. As an example of our Service Provider's security standards, please see the government security response for Salesforce: Government Trusted Security and Infrastructure
Salesforce understands that the confidentiality, integrity, and availability of our customers' information are vital to their business operations and our own success. We use a multi-layered approach to protect that key information, constantly monitoring and improving our application, systems, and processes to meet the growing demands and challenges of security.

Independent audits confirm that our security goes far beyond what most companies have been able to achieve on their own. Using the latest firewall protection, intrusion detection systems, and TLS encryption, Salesforce Force.com gives you the peace of mind only a world-class security infrastructure can provide.

Third-party validation
Security is a multidimensional business imperative that demands consideration at multiple levels, from security for applications to physical facilities and network security. In addition to the latest technologies, world-class security requires ongoing adherence to best-practice policies. To ensure this adherence, we continually seek relevant third-party certification, including ISO 27001, the SysTrust audit (the recognized standard for system security), and SSAE 16 SOC 1 audit (an examination and assessment of internal corporate controls, previously known as SAS 70 Type II). SOC1, SOC2 and SOC3 audits are performed by third party auditor annually at a minimum. Additional audits and certifications include: CSA 'Consensus Assessments Initiative', JIPDC (Japan Privacy Seal), Tuv (Germany Privacy Mark), and TRUSTe.

Protection at the application level

Salesforce protects customer data by ensuring that only authorized users can access it. Administrators assign data security rules that determine which data users can access. Sharing models define company-wide defaults and data access based on a role hierarchy. All data is encrypted in transfer. All access is governed by strict password security policies. All passwords are stored in SHA 256 one-way hash format. Applications are continually monitored for security violation attempts.

Protection at the facilities level
Salesforce security standards are stringent and designed with demanding customers in mind, including the world's most security-conscious financial institutions. Authorized personnel must pass through five levels of biometric scanning to reach the Salesforce system cages. All buildings are completely anonymous, with bullet-resistant exterior walls and embassy-grade concrete posts and planters around the perimeter. All exterior entrances feature silent alarm systems that notify law enforcement in the event of suspicion or intrusion. Data is backed up to disk or tape. These backups provide a second level of physical protection. Neither disks nor tapes ever leave the data center.

Protection at the network level
Multilevel security products from leading security vendors and proven security practices ensure network security. To prevent malicious attacks through unmonitored ports, external firewalls allow only http and https traffic on ports 80 and 443, along with ICMP traffic. Switches ensure that the network complies with the RFC 1918 standard, and address translation technologies further enhance network security. IDS sensors protect all network segments. Internal software systems are protected by two-factor authentication, along with the extensive use of technology that controls points of entry. All networks are certified through third-party vulnerability assessment programs.

Trust.salesforce.com is the Salesforce community's home for real-time information on system performance and security. On this site you'll find:

- Live and historical data on system performance
- Up-to-the minute information on planned maintenance
- Phishing, malicious software, and social engineering threats
- Best security practices for your organization
- Information on how we safeguard your data

8.5.2 Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.

Carahsoft is happy to support and comply with any regulations or sensitive data compliance needs that the customer identifies. Carahsoft has the ability to limit customer information to a secure and isolated database if needed. Under no circumstances will Carahsoft ever publish or release secure customer data. Carahsoft's cloud vendors are all FIPS certified or have equivalent security standards in place to ensure no customer data is released outside of the secure cloud.

8.5.3 Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.

Carahsoft will use customer accounts and data only in the processing of an order and management of the customer's service entitlements. Carahsoft's vendors, as outlined in their specific Master Agreements, only us customer account data for the express purpose of providing the service to the customer. Included in that service is implementation, technical support, and training efforts. Under no circumstances will Carahsoft or its cloud partners use customer information outside of normal operating procedures.

8.6 Privacy and Security

8.6.1 Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in Attachment D, including supporting the different types of data that you may receive.

CA	APM	CA technologies understands that security is a top concern when evaluating cloud-based applications, which is why CA technologies operations worldwide conform to rigorous certification, compliance and security programs and processes. In addition, we contract with independent auditors to regularly evaluate and validate the security of our service. High risks are identified, validated and remediated before production systems are made available. Medium risks are evaluated and resolved on a priority basis.
	MAA	
	CA Agile	We use CIS and NIST standards as baselines for hardening our systems. We are currently working towards a NIST 800-53r4 certification however this is not yet complete. We are continuously reviewing our compliance with these standards. We perform monthly scans against our Production Infrastructure based on CIS standards. We scan for both vulnerabilites and compliance best practices bases on NIST 800-53v4 standards. Vulnerabilites are tracked and remidiated based on severity and risk.
	ASM	Please see our response to APM/MAA
Google	Google's currently maintains a FedRAMP Authorization to Operate. FedRAMP incorporates the relevant NIST SP and FIPS security requirements. Further, Google contractually commits to maintaining SOC2 and ISO27001 certifications.	
AODocs	AODocs is committed to comply SOC2 type 2.	
Virtru	Virtru's business depends on its ability to support healthcare and criminal justice markets, which requires us to maintain compliance with HIPAA and CJIS standards which both make extensive use of NIST standards	
Salesforce	On May 23, 2014 Salesforce achieved a FedRAMP Agency Authority to Operate at the moderate impact level (as described in FIPS 199 and 200) issued by Health and Human Services (HHS) for the Salesforce Government Cloud. Additionally, on May 15, 2015, HHS, as the FedRAMP authorizing agency, approved the Salesforce Government Cloud authorization package that was updated based on annual attestation requirements and updates to the FedRAMP baseline which is FISMA compliant and based on the current release of NIST SP 800-53 Rev. 4. Salesforce provides contractual assurance to its customers that the Customer Data hosted in Salesforce's services will be kept confidential and not accessed by third parties except under narrow circumstances (such as a customer support issue or as required by law). In the case of customer support, the company's personnel will access a customer's Org only with prior approval and subject to confidentiality obligations.	
ServiceNow	ServiceNow is a cloud service provider offering a SaaS solution deployed from a private cloud that meets the five essential characteristics of cloud computing as described in 8.1. ServiceNow applies the same data classification for all hosted customer data. ServiceNow does not inspect or monitor its customers' information and therefore has no ability to sub-classify	

	customer data. The overriding requirement of the assigned classification is that customer data remains hosted in the private cloud until the customer terminates their subscription. It is never stored anywhere apart from the private cloud. Customers remain the data owner and data controller for all data placed into their instance. ServiceNow does not examine, inspect, monitor or analyze customers' data. Customers apply access controls to restrict access to data within their instances based on their own requirements and needs, including their own data classification.	
QTS	QTS understands the growing number of requirements along with the complexity of managing the high cost-risk if you are not in compliance, and makes compliance a top priority. Our dedicated QTS Internal Audit team is focused on helping you define controls and processes to meet your ever-expanding compliance requirements. We are steadfast in protecting your data with the commitment to allocate required resources, technology and controls to not only help you achieve and maintain compliance today, but to expertly support your needs as they inevitably grow and change in the future. QTS tackles compliance differently. We provide a flexible, integrated approach to meet the IT compliance and regulatory needs across a wide variety of industries – from Payment Card Industry Data Security Standard (PCI DSS) and the Health Insurance Portability and Accountability Act (HIPAA) to U.S.–EU Safe Harbor. Our approach reduces the complexity and workload to effectively support their compliance efforts.	
SAP	Ariba	Our security framework, which consists of semi-annual independent third party AICPA audit under the Trusted Services Principles of security, confidentiality, process integrity and availability as well as annual certification by an independent Qualified Security Assessor for PCI DSS, is highly aligned with the NIST controls. Our security framework and cloud services are designed to receive process and store data sets of a commercial business-to-business nature and are multi-tenant and international in scope. FISMA/NIST is designed to protect US government data that can include classified information as well as sensitive PII such as ePHI and SSN's or government identifiers. We practice data avoidance where these data sets are concerned primarily to reduce the risk to us and to our customers but also to avoid additional regulatory compliance which has onerous reporting and high costs which would have to be passed on to our customers. Where FISMA regulated entities can take advantage of our solutions, the data sets they expect to store must be validated to avoid being under regulatory requirements beyond what we can provide in terms of both security as well as reporting.
	Fieldglass	Fieldglass has based its security program on the ISO 27002 security standard and has maintained its ISO 27001 certification since February 2011. However, to ensure that a robust security framework was developed, additional controls were added and/or modified based on COBIT DS5 Ensure Systems Security, specific NIST special publications, and vendor specified best practices. Fieldglass uses a SSAE 16 audit with a twelve-month audit cycle to validate that the controls defined within the security framework are operating effectively.
	Hanna	SAP will show the compliance with the SAP Cloud Security Framework by the compliance audits and/or certification audits only as it pertains to the HANA Enterprise Cloud. SAP Cloud and Infrastructure Delivery's Security, Risk & Compliance Office has developed the Integrated

		Information Security Management System (IISMS) Framework. The IISMS Framework is based on SAP's corporate quality and security policy as well as the corporate security standards and guidelines relating to information security and business continuity. This IISMS Framework was adapted to SAP Cloud Security Services as SAP Cloud Security Framework (Cloud SFW). SAP's security, process and compliance team conducts technical security audits to validate that security concepts have been implemented successfully and to safeguard the usage of newly developed tools. Compliance Audits Cloud solutions from SAP have passed ISAE3402/SSAE16-SOC 1 Type II and/or SOC 2 Type II audits (in the following referred to as SOC audits) and can provide the related audit reports on request. Certification Audits The SAP HANA Enterprise Cloud has attained certifications according to the following ISO standards are available (related audits are in the following referred to as ISO audits): • ISO 27001:2013 • ISO 22301:2012 • ISO 9001:2008
	SuccessFactors	Our IT architecture is aligned with ISO 27002. We are Safe Harbor certified and in alignment with BS10012 and ISO 20000 for Service Delivery. We demonstrate an on-going commitment to protecting the confidentiality, integrity and availability ("CIA") of data from internal and external threats, making us a reliable and secure system provider. Our secure multi-tenant Software as a Service (SaaS) platform is designed for availability, security, scalability, and performance. Industry best practices and standards are adopted and incorporated. Our Network also complies with the Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor. We provide privacy compliant data center facilities not only in the United States but also as a Member State of the European Union (EU) or a state of the European Economic Area (EEA). Currently, such data centers are certified for ISO27001, ISO9001 and PCI-DSS compliance. Our security services provide complete and thorough monitoring of all traffic on the network on a 24x7x365 basis, and include security technology, alert services and incident management support. We are audited twice annually to SSAE16 (US) or ISAE 3402 (international) accounting standards.
VMware	VMware is fully committed to complying with NIST and all other relevant industry standards including FedRAMP, FISMA, PCI, CSA CAIQ, etc. This is demonstrated by VMware's track record of pursuing and obtaining certifications such as those listed above. vCloud Government Service has been certified to store and secure Low Risk Level and Moderate Risk Level data as defined by FIPS PUB 199. In addition, VMware is capable of enhancing the vCloud Government Service to meet participating State's requirements to be able to store data that is defined by FIPS Pub 199 as High Risk Data. VMware is committed to maintaining compliance with all of our existing and future compliance certifications. Our ability to remain competitive as a software and services provider in the public sector depends upon it. Thus we have established a comprehensive security and compliance team to ensure that we maintain compliance as well as a strong security posture.	

	VMWare supports regular internal and external audits to ensure compliance with its certifications as required. The AirWatch Information Security Program is built on the security framework laid out in NIST 800-53. Although AirWatch is not required to register with any regulatory agencies, we provide a suite of tools for our customer's to maintain industry-relevant compliance guidelines within their mobile device fleets. AirWatch has recently been awarded the HP-IAPP Privacy Innovation Award for Most Innovative Privacy Technology by the International Association of Privacy Professionals (IAPP) for our commitment to delivering an EMM platform focused on end-user privacy. To help ensure the confidentiality, integrity, and availability of our cloud offering, we comply with the European Data Protection Directive (95/46/EC) and our top-tier data center partners have undergone SSAE16 SOC2 Type II audits and have ISO 27001 certifications.
FireEye	FireEye has mature and well documented security and privacy programs. The programs include third party certifications for SSAE 16 SOC 2, FedRAMP certifications, Model clauses, Privacy and security standards among others. The data that FireEye receives is only in conjunction with the malware analysis.
VirtueStream	The Virtustream Federal Cloud (IaaS) has met the requirements for a FedRAMP moderate P-ATO. The IAAS is assessed annually by a FedRAMP certified 3rd Party Assessment Organization (3PAO). The annual assessment will review a subset of the NIST 800-53 Revision 4 controls as designated by FedRAMP. Virtustream's 3PAO shall demonstrate impartiality throughout the assessment to accurately assess the status of all security controls in place.

8.6.2 Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800-171, and FIPS 200 if they apply.

CA	APM	AWS EC2 datacenters annually undergo SOC 3 audits. The application currently does not hold a Soc 2 attestation.
	MAA	CA MAA is certified for SOC 2 Type 1 Security Audit.
	CA Agile	Our data center provider has a SOC 2 audit report that can be provided upon request. Our application does not currently have such certifications.
	ASM	Rackspace datacenters annually undergo various certification including SOC 3 audits. The application currently does not hold a Soc 2 attestation.
Google	Google has a FedRAMP ATO at the Moderate impact baseline. FedRAMP incorporates many NIST SPs and FIPS including 800-53, FIPS 199, FIPS 200), and has a specific offering. Google Apps for Education that is FERPA and COPPA compliant. Other compliance standards such as HIPAA and CJIS don't offer certification per se, but are commonly accommodated (i.e. Google will sign a BAA to meet HiTECH/HIPAA requirements, and has numerous customers who bear responsibility for meeting CJI processing requirements). PCI DSS is generally not applicable to SaaS systems (though we can do email hygiene processing to protect against incidental usage), but Google IaaS/PaaS does meet PCI DSS v3 standards. Google also holds and is committed to maintaining SOC2 and ISO27001 certifications.	
AODocs	AODocs doens't hold an HIPAA certifications per se, but are commonly accommodated to meet HIPAA requirements signing a BAA.	
Virtru	HIPAA, FERPA, CJIS, NIST 800-53, NIST SP-800	
Salesforce	Salesforce and the Salesforce Force platform is ISO 27001 certified and PCI-DSS compliant. SOC1, SOC2 and SOC3 audits are performed by third party auditor annually at a minimum. Additional audits and certifications include:	

	FedRAMP Authority to Operate from Department of Health and Human Services CSA 'Consensus Assessments Initiative' JIPDC (Japan Privacy Seal) Tuv (Germany Privacy Mark) TRUSTe HIPAA In provisioning and operating the services, Salesforce complies with the provisions of HIPAA's Privacy Rule and Security and the HITECH Act that are applicable to business associates. Salesforce's customers are still responsible for complying with the same in their capacity as a covered entity or business associate using the Salesforce services. The services' features permit customers to customize use as per a compliance program for HIPAA (including the HITECH Act) and many customers store protected health information (PHI) on our service. From a legal standpoint, some of our customers have asked Salesforce to assist them in meeting their compliance obligations; for example, by entering into business associate agreements (BAA) to address formal legal requirements pertaining to use and disclosure of protected health information (PHI). FERPA Salesforce maintains appropriate administrative, physical, and technical safeguards to help protect the security, confidentiality, and integrity of data our customers submit to the Salesforce Services as Customer Data. Salesforce's customers are responsible for ensuring the security of their Customer Data in their use of the service and implementing any necessary customer-controlled settings. To aid, Salesforce offers robust security functionality that provides our customers the flexibility to use the application in a configuration that furthers compliance with local data protection laws and regulations. While Salesforce complies with applicable law in provisioning and operating the Salesforce services, it is the sole responsibility of Salesforce's customers to ensure compliance with applicable laws in their respective uses of the Salesforce services.PCI-DSSSalesforce is PCI Level 1 compliant and has received a signed Attestation of Compliance (AoC) for the Payment Card Industry Data Security Standard (PCI-DSS). Salesforce customers who must adhere to PCI compliance may store personal account numbers ("PAN" or "credit card numbers") in Salesforce, with the following caveats: - PANs may only be stored in a custom field encrypted via Classic Encryption or supported field types via the Platform Encryption functionality. PANs must not be stored in clear text fields, attached files, or any other location. - Customer administrators must configure Salesforce features to support their organization's PCI controls.NIST SP 800-171NIST Special Publication 800-171 is intended for use by federal agencies when agencies are providing CUI to nonfederal organizations (or when CUI is developed by those organizations for federal agencies) for purposes unrelated to information processing. In other words, the nonfederal organizations are not operating their information systems to process agency data, including CUI, on behalf of the agency but rather for other purposes (e.g., when designing or producing an aircraft, performing a study, or conducting background investigations for security clearances). Salesforce recommends that its customers use the classifications as detailed in FIPS 199. FIPS 140-2, FIPS 197, FIPS 199, and FIPS 200 On May 23, 2014 Salesforce achieved a FedRAMP Agency Authority to Operate at the moderate impact level (as described in FIPS 199 and 200) issued by Health and Human Services (HHS) for the Salesforce Government Cloud. Additionally, on May 15, 2015, HHS, as the FedRAMP authorizing agency, approved the Salesforce Government Cloud authorization package that was updated based on annual attestation requirements and updates to the FedRAMP baseline which is FISMA compliant and based on the current release of NIST SP 800-53 Rev. 4.

	As part of the Salesforce Government Cloud, Salesforce is capable of responding to FIPS 140-2/3 cryptographic implementations for data being transferred between the customer's web browser and Salesforce. Data that resides within Salesforce's protected boundary does not use FIPS 140-2 validated encryption as compensating/mitigating controls are in place to protect data. Additional information is provided below. Data Transmission between the customer's web browser and Salesforce: Salesforce employs cryptographic mechanisms to protect information during transmission. All transmissions between the user and Salesforce are encrypted by default with a 2048-bit Public Key. Our service uses International/Global Step Up certificates. We support one-way TLS, in which customers create secure connections before sharing private data. Secure routing and traffic flow policies ensure that customer traffic is encrypted entering Salesforce until the load balancer decrypts the traffic. The load balancers decrypting the traffic are FIPS 140-2 compliant and are located inside of the Salesforce Government Cloud isolation boundary. Data Transmission for Backup Media: Media containing customer data is not transported outside of controlled salesforce.com areas and therefore relies on physical access controls to protect the data. Data at Rest: NIST 800-53 Rev. 3 states in SC-28, "Information at rest refers to the state of information when it is located on a secondary storage device (e.g., disk drive, tape drive) within an organizational information system." SC-28 also states, "Organizations may choose to employ different mechanisms to achieve confidentiality and integrity protections, as appropriate." All secondary storage media (hard drives, disk drives, and tapes) containing customer data are maintained within Salesforce's secure production data centers until the media has been sanitized and destroyed. Salesforce relies on physical access controls as a compensating control to protect the data. Primary Data Storage: User passwords are stored in the RDBMS encrypted via the SHA algorithm with a 256-bit hash. This is a one way hash. The passwords are encrypted by the application. For primary data storage, Salesforce provides customers with a built-in capability to apply field-level encryption, using 128-bit keys with Advanced Encryption Standard (AES) encryption (as defined by FIPS 197), for a selection of custom fields included in the Salesforce Platform and CRM applications. Field-level encryption ensures the data associated with designated fields is encrypted in storage.
ServiceNow	ServiceNow's security policy is based on ISO27001:2013 and has been since 2012. ServiceNow also has annual SSAE 16 SOC 1 Type 2 and SOC2 Type 2 attestations with controls being based off NIST 800-53. The ServiceNow Service Automation Government Cloud Suite is a FedRAMP Compliant Cloud System with a JAB Provisional Authorization. This cloud offering has regulatory restrictions to the types of tenants that can use it. ServiceNow's FedRAMP compliant and standard commercial datacenter environments are virtually identical. The differences that do exist, such as only allowing access to specially adjudicated US citizens, exist for regulatory reasons not because the environment is superior in some way.
QTS	QTS assists with mapping between DOD IT RMF/DIACAP and NIST as well as International Standards Organization (ISO) standards and many others. QTS maintains control mappings that include: • NIST 800-53/FedRAMP (Low/Moderate/High)

	• DOD IT RMF/DIACAP (MAC I/II/III Sensitive & Public) • HIPAA-HITECH-Omnibus • PCI-DSS • ISO/NATO • CNSS/ICD/DCID/NISPOM	
SAP	Ariba	We are audited and certified by independent third-party auditor PricewaterhouseCoopers (PwC) for compliance with ISAE 3402 SOC1 Type II, SOC2 and SOC3 every six months. Upon completion of the audit, an attestation letter is issued, stating our compliance. In addition, our primary hosting facility (Equinix) infrastructure is audited for compliance with SSAE 16 SOC1 Type II. The Service Organization Controls report (SOC) is aimed at three different audiences. SOC1 (aimed at financial auditors) is the same type of report as the SAS70 but also includes an attestation letter signed by both our company and the auditor. SOC2 is aimed at IT and security practitioners. The SOC3 is the publicly viewable web seal to show that we have been audited. In addition, we have attained PCI (Payment Card Industry) - DSS (Data Security Standard) certification as a Level 1 Service Provider and compliance with the Visa USA Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) program. These programs were created specifically for merchants and service providers who process, store, or transmit cardholder data. The PCI DSS is a set of comprehensive requirements for enhancing payment account data security which was developed by the founding payment brands of the PCI Security Standards Council, including American Express, Discover Financial Services, JCB International, MasterCard Worldwide and Visa Inc. It was developed to help facilitate the broad adoption of consistent data security measures on a global basis. The PCI DSS is a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design, and other critical protective measures. This comprehensive standard is intended to help organizations proactively protect customer account data. CISP and SDP reflect Visa's and MasterCard's respective longstanding commitment to information security.
	Fieldglass	SAP Fieldglass has achieved the following certifications: • ISO 27001 • SSAE 16 SOC 1 and SOC 2 HIPPA Fieldglass does not store Protected Health Information (PHI) on its system and is not required to comply with the Health Insurance Portability and Accountability Act. PCI The Fieldglass application does not process credit card information. We are not (and are not required to be) PCI compliant.
	Hanna	Please see response to 8.6.1
	Hybris	The Savvis datacenter located in Boston, MA is SSAE16 Type II SOC I Compliant. This replaces the older SAS70 Type II audit standard.
	SuccessFactors	We have been audited to the SOC 2 Trust Services Criteria. This signifies that our control objectives and control activities have been examined by an independent accounting and auditing firm, and that these controls fairly presented the controls in operation as of a specific date and were suitably designed to achieve the control objectives. Our SOC 2 audits are conducted semi-annually (May, November) by PricewaterhouseCoopers (PwC). We also hold US Federal FISMA Moderate

		Authority to Operate with both OPM and NTIS. We are compliant with EU Privacy Directive 95/46/EC and are Safe Harbor self-certified. https://safeharbor.export.gov/companyinfo.aspx?id=26196We are aligned with ISO 27001 for Information Security, BS 10012 for Data Protection, and ISO 20000 for Service Delivery to create an Integrated Compliance Framework ("ICF"). Where these standards overlap in subject matter, Information Security ISO 27001 takes precedence. Our Network also complies with Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor. We are aligned with ISO 27001 for Information Security, BS 10012 for Data Protection, and ISO 20000 for Service Delivery to create an Integrated Compliance Framework ("ICF"). Where these standards overlap in subject matter, Information Security ISO 27001 takes precedence. Our Network also complies with Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor.
VMware	VMware IaaS Services ISO/IEC 27001: ISO/IEC 27001 is a globally recognized standard for the establishment and certification of an information security management system (ISMS). vCloud Air continues to maintain a current ISO/IEC 27001 Certification and has recently issued updated certification for ISO/IEC 27001:2013. Achieving certification means that VMware has implemented a holistic security program that conforms with the ISO 27001 standard requirements, both in the security management system and control activities. The audit of the ISMS was completed by Brightline CPAs and Associates - an ANAB accredited certification body. HIPAA: The Health Insurance Portability and Accountability Act of 1996(HIPAA), which has incorporated requirements from the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, established national standards for the security and privacy of Protected Health Information (PHI) in the United States. To help customers comply with HIPAA, VMware offers a Business Associate Agreement (BAA) to all interested customers using our US-based data centers. The BAA was designed in conjunction with a leading law firm with expertise in HIPAA and provides fair and reasonable terms for healthcare providers, insurers, and other organizations. VMware has completed an independent third party examination of vCloud Air against applicable controls of HIPAA. SOC 1 (SSAE16/ISAE 3402): Service Organization Control (SOC) 1 reports are conducted in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 16 put forth by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPS). The SOC 1 framework reports on internal controls over financial reporting for any service organization such as VMware vCloud Air. SOC 1 aligns to the International Standard on Assurance Engagements (ISAE) 3402 international reporting standards. SOC 1 examinations are specifically intended to meet the needs of the managements of vCloud Air's customers and vCloud Air's customers' auditors, as they evaluate the effect of the controls at vCloud Air on the clients' financial statement assertions. VMware has completed an independent third-party examination of vCloud Air which spans a twelve (12) month review period. SOC 2: The Service Organization Control 2 (SOC 2) report is composed of a comprehensive set of criteria on security, availability, processing integrity, confidentiality, and privacy and is similarly set forth by the America Institute of Certified Public Accountants (AICPA). The SOC 2 reports are	

	intended for use by stakeholders (e.g. customers, regulators, business partners, suppliers, directors) of the service organization that have a thorough understanding of the service organization and its internal controls. VMware has completed an independent third-party examination of vCloud Air that also spans a twelve (12) month review period. SOC 3: Trust Services Report for Service Organizations Control 3 (SOC 3) reports are designed to meet the needs of customers who want assurance on the controls at a service organization related to security, availability, processing integrity, confidentiality, or privacy. vCloud Air has completed an independent third-party SOC 3 examination of VMware vCloud Air. SOC 3 is composed of a comprehensive set of trust principles including security, availability, processing integrity, confidentiality and privacy. Cloud Security Alliance: VMware vCloud Air has completed the Cloud Security Alliance (CSA) Consensus Assessments Initiative Questionnaire (CAIQ). CAIQ provides industry-accepted ways to document what security controls exist in IaaS, PaaS and SaaS offerings. FedRAMP Provisional Authority: VMware vCloud Government Service, provided by Carpathian, now has FedRAMP Provisional Authority to Operate issued by the Joint Authorization Board (JAB). FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. This approach uses a ""do once, use many times"" framework that can reduce government organizations' costs, time, and staff required to conduct redundant agency security assessments. U.S. government agencies can now leverage vCloud Government Service to meet the stringent security and privacy requirements of FedRAMP. FIPS 140-2: VMware vCloud Government Service is fully FIPS 140-2 compliant including hardware which provides its 2-Factor Authentication capabilities. FIPS Pub 199: As discussed previously, vCloud Government Services is certified to store and secure Low Risk Data and Moderate Risk Data as defined by FIPS Pub 199. VMware is willing to work with participating States that require High Risk Data Storage to enhance vCloud Government Services to store and secure this data. FIPS Pub 199: As discussed previously, vCloud Government Services is certified to store and secure Low Risk Data and Moderate Risk Data as defined by FIPS Pub 199. VMware is willing to work with participating States that require High Risk Data Storage to enhance vCloud Government Services to store and secure this data. CJIS: vCGS recently underwent a CJIS assessment by CoalFire, Inc. CJIS is not a certification, it is a policy that must be followed and accredited for each deployment which requires it. The goal of VMware's CoalFire assessment was to create a baseline configuration that can be reused across any CJIS opportunity to accelerate the implementation and accreditation timeframes. FERPA: Like CJIS, FERPA compliance is assessed and confirmed for each deployment that requires it. VMware's vCloud Government Service FedRamp certification and others provide evidence that the underlying infrastructure is capable of meeting rigorous information security and availability requirements. VMware will work with Participating Entities to meet FERPA requirements on a task order basis. PCI Data Security Standards (DSS): Neither vCloud Air nor vCGS are currently PCI certified at this time. VMware will work with Participating Entities to meet PCI requirements on a task order basis. IRS Publication 1075: Because both IRS 1075 and FedRAMP are based on NIST 800-53, the compliance boundary for IRS 1075 is the same as the FedRAMP authorization. This, vCGS complies with IRS Publication 1075 on the basis that it is FedRAMP certified. FISMA: vCGS is FISMA Low and Moderate compliant.

	NIST 800-53: NIST 800-53 provides the core controls that must be met to achieve FedRAMP compliance. VMware vCloud Government Service has FedRAMP Provisional Authority to Operate issued by the Joint Authorization Board (JAB), thus we are compliant with NIST 800-53. NIST SP 800-171: VMware vCloud Government Service has FedRAMP Provisional Authority to Operate issued by the Joint Authorization Board (JAB). NIST 800-171 outlines a subset of the NIST 800-53 requirements, and as stated above, VMware vCloud Government Service is compliant with these guidelines. Since NIST 800-171 outlines a subset of the NIST 800-53 requirements, VMware vCloud Government Service is compliant with NIST SP 800-171. FIPS 200: Neither vCloud Air nor vCGS are currently FIPS 200 certified at this time. VMware will work with Participating Entities to meet PCI requirements on a task order basis. VMWare AirWatch The AirWatch Information Security Program is built on the security framework laid out in NIST 800-53. Although AirWatch is not required to register with any regulatory agencies, we provide a suite of tools for our customer's to maintain industry-relevant compliance guidelines within their mobile device fleets. AirWatch has recently been awarded the HP-IAPP Privacy Innovation Award for Most Innovative Privacy Technology by the International Association of Privacy Professionals (IAPP) for our commitment to delivering an EMM platform focused on end-user privacy. To help ensure the confidentiality, integrity, and availability of our cloud offering, we comply with the European Data Protection Directive (95/46/EC) and our top-tier data center partners have undergone SSAE16 SOC2 Type II audits.
FireEye	Currently the standards that apply are SSAE 16 SOC 2 Type 2, with a FedRAMP ATO in place and full FedRAMP certification in process. We are also in the process of becoming FedRAMP ISO 2700x certified.
VirtueStream	Security is the foundation of our business. Virtustream's xStream™ cloud software assists our customers to meet mandatory Legislative requirements, and achieve and maintain SSAE16, ISAE3402, PCI-DSS 3.0, FISMA, IS0 27001-2005/2013, ISO 9001-2008, HIPAA, CSA STAR and other leading cloud certifications and compliance frameworks in the customer's own environment (when coupled with identified operational and management controls).

8.6.3 Offeror must describe its security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

CA	APM	CA technologies understands that security is a top concern when evaluating cloud-based applications, which is why CA technologies operations worldwide conform to rigorous certification, compliance and security programs and processes. In addition, we contract with independent auditors to regularly evaluate and validate the security of our service. High risks are identified, validated and remediated before production systems are made available. Medium risks are evaluated and resolved on a priority basis.
	MAA	All MAA core servers are behind firewalls; only systems administrators have access to the servers; all data is encrypted when transmitted between data centers. The MAA dashboard and API are protected with HTTPS/TLS encryption, and users are required to authenticate in order to access these.
	CA Agile	We use a co-located data center provider and within that environment we have a dedicated cage to which only our Operations Team has access. We also monitor all traffic across our systems using HIDS (OSSEC) and NIDS (Snort) to notify of any suspicious activity.
	ASM	All ASM core servers are behind firewalls; only systems administrators have access to the servers; all data is encrypted when transmitted between data centers. The ASM dashboard and API are protected with HTTPS/TLS encryption, and users are required to use a username and password to login to their accounts.

Google	In this DPA the obligations of Google to hold all customer data as confidential and wholly owned by the customer is detailed. Google's internal data access processes and policies are designed to prevent unauthorized persons and/or systems from gaining access to systems used to process personal data. Google aims to design its systems to: (i) only allow authorized persons to access data they are authorized to access; and (ii) ensure that personal data cannot be read, copied, altered or removed without authorization during processing, use and after recording. The systems are designed to detect any inappropriate access. Google employs a centralized access management system to control personnel access to production servers, and only provides access to a limited number of authorized personnel. LDAP, Kerberos and a proprietary system utilizing RSA keys are designed to provide Google with secure and flexible access mechanisms. These mechanisms are designed to grant only approved access rights to site hosts, logs, data and configuration information. Google requires the use of unique user IDs, strong passwords; two factor authentication and carefully monitored access lists to minimize the potential for unauthorized account use. The granting or modification of access rights is based on: the authorized personnel's job responsibilities; job duty requirements necessary to perform authorized tasks; a need to know basis; and must be in accordance with Google's internal data access policies and training. Approvals are managed by workflow tools that maintain audit records of all changes. Access to systems is logged to create an audit trail for accountability. Where passwords are employed for authentication (e.g., login to workstations), password policies that follow at least industry standard practices are implemented. These standards include password expiry, restrictions on password reuse and sufficient password strength. For access to extremely sensitive information (e.g., credit card data), Google uses hardware tokens.
AODocs	AODocs being built in Google AppEngine and Google Drive.
Virtru	Please see the Virtru Security Policies and Procedures and the Virtru Privacy Policies and Procedures provided in the Supplemental Information section of this response.
Salesforce	Government Trusted Security and Infrastructure Salesforce understands that the confidentiality, integrity, and availability of our customers' information are vital to their business operations and our own success. We use a multi-layered approach to protect that key information, constantly monitoring and improving our application, systems, and processes to meet the growing demands and challenges of security. Independent audits confirm that our security goes far beyond what most companies have been able to achieve on their own. Using the latest firewall protection, intrusion detection systems, and TLS encryption, Salesforce Force.com gives you the peace of mind only a world-class security infrastructure can provide. Third-party validation Security is a multidimensional business imperative that demands consideration at multiple levels, from security for applications to physical facilities and network security. In addition to the latest technologies, world-class security requires ongoing adherence to best-practice policies. To ensure this adherence, we continually seek relevant third-party certification, including ISO 27001, the SysTrust audit (the recognized standard for system security), and SSAE 16 SOC 1 audit (an examination and assessment of internal corporate controls, previously known as SAS 70 Type II). SOC1, SOC2 and SOC3 audits are performed by third party auditor annually at a minimum. Additional audits and certifications include: CSA 'Consensus Assessments Initiative', JIPDC (Japan Privacy Seal), Tuv (Germany Privacy Mark), and TRUSTe. Protection at the application level

	Salesforce protects customer data by ensuring that only authorized users can access it. Administrators assign data security rules that determine which data users can access. Sharing models define company-wide defaults and data access based on a role hierarchy. All data is encrypted in transfer. All access is governed by strict password security policies. All passwords are stored in SHA 256 one-way hash format. Applications are continually monitored for security violation attempts. Protection at the facilities level Salesforce security standards are stringent and designed with demanding customers in mind, including the world's most security-conscious financial institutions. Authorized personnel must pass through five levels of biometric scanning to reach the Salesforce system cages. All buildings are completely anonymous, with bullet-resistant exterior walls and embassy-grade concrete posts and planters around the perimeter. All exterior entrances feature silent alarm systems that notify law enforcement in the event of suspicion or intrusion. Data is backed up to disk or tape. These backups provide a second level of physical protection. Neither disks nor tapes ever leave the data center. Protection at the network level Multilevel security products from leading security vendors and proven security practices ensure network security. To prevent malicious attacks through unmonitored ports, external firewalls allow only http and https traffic on ports 80 and 443, along with ICMP traffic. Switches ensure that the network complies with the RFC 1918 standard, and address translation technologies further enhance network security. IDS sensors protect all network segments. Internal software systems are protected by two-factor authentication, along with the extensive use of technology that controls points of entry. All networks are certified through third-party vulnerability assessment programs. Secure Data Centers Data centers provide only power, environmental controls, and physical security. Salesforce employees manage all other aspects of the service at the data centers. Colocation data center personnel do not have network or logon access to the Salesforce systems. Colocation personnel have physical access to the Salesforce secure server room in the event of an emergency, but do not have keys to the individual racks containing hardware. Data centers maintain a common baseline of physical and environmental controls across data centers. The exterior perimeter of each anonymous data center building is bullet resistant, has concrete vehicle barriers, closed-circuit television coverage, alarm systems, and manned 24/7 guard stations that together help defend against non-entrance attack points. Inside each building, multiple biometric scans and guards limit access through interior doors and to the Salesforce secure rooms at all times. Access to Salesforce's secure server rooms in the datacenter is authorized based on position or role. Additional access controls enforced by an electronic key box are implemented for the dedicated Salesforce Government Cloud racks to ensure that access is limited to Qualified U.S. Citizens. Salesforce has an established process to review data center access logs to the server room. Additionally, an at least annual assessment of the data center is performed to ensure the data centers are meeting Salesforce's security control requirements. In addition to securing the data center locations, it is critical that the data center facilities maintain robust critical infrastructure to support Salesforce through the following services:

	Temperature and Humidity Controls • Humidity and temperature control • Redundant (N+1) cooling system Power • Underground utility power feed • Redundant (N+1) CPS/UPS systems • Redundant power distribution units (PDUs) • Redundant (N+1) diesel generators with on-site diesel fuel storage Secure Network Logistics • Concrete vaults for fiber entry • Redundant internal networks • Network neutral; connects to all major carriers and located near major Internet hubs • High bandwidth capacity Fire Detection and Suppression • VESDA (very early smoke detection apparatus) • Dual-alarmed, dual-interlock, multi-zone, pre-action dry pipe water-based fire suppression
ServiceNow	The ServiceNow cloud is built for the enterprise customer with every aspect aimed towards meeting the customer's demand for reliability, availability and security. ServiceNow's comprehensive approach to address this demand is enabled by the following: (a) ServiceNow's robust cloud infrastructure runs on its own applications and utilizes industry best-of-breed technology to automate mission critical functionalities in the cloud service with around-the-clock and around-the-world delivery; (b) ServiceNow achieves flexibility and control in its ability to deliver a stable user experience to the customer by having a logical single tenant architecture; (c) ServiceNow's application development which has a paramount focus on quality, security, and the user experience is closely connected to the operations of delivering those applications in a reliable and secure cloud environment; (d) ServiceNow invests in a comprehensive compliance strategy that allows its customers to attain their own compliance to applicable laws by obtaining attestations and certifications and running its subscription service from paired data centers situated close to where its customers are located; and (e) ServiceNow's homogeneous environment where all applications are on a single platform offers ServiceNow a competitive advantage in being able to concentrate its efforts to make the customer's user experience the best possible. The "Data Security Guide" contained within the "Subscription Service Guide" included with this response describes the measures ServiceNow takes to protect Customer Data when it resides in the ServiceNow cloud.
QTS	The QTS Information System Security Officer (ISSO) develops, disseminates, annually reviews and updates a formal, documented access control policy; System and Communications Protection and addresses the following: •Purpose and scope •Roles, responsibilities •Compliance QTS develops, disseminates, and annually reviews/updates a formal, documented security policy executive summary, SP Executive Summary - Information System Security Program Policies, which addresses: •management commitment •coordination among customer entities

	QTS cloud's Policies are maintained within a biometric secure office located in the Suwanee facility at 300 Satellite Blvd, Suwanee, GA 30024. It is disseminated to all individuals, including but not limited to employees, contractors, consultants, temporaries, and other personnel affiliated with third parties, who use any QTS Information Resource that is owned or leased by QTS. This policy is consistent with QTS's mission and functions and with applicable laws, directives, policies, regulations, standards, and guidance. The previously mentioned artifacts are disseminated via a centralized secure document repository among all QTS cloud's personnel who have any service operations or service delivery role for QTS cloud's IaaS offerings system environments, and is to be individually or by group reviewed semi-annually, especially by any personnel who have administrative access. QTS can provide its Information Security Policies as required: • IT_POL_03_System_and_Communications_Protection_Policy (v1.2 – 1/17/14)	
SAP	Ariba	We are committed to the security and integrity of customer information. We utilize security measures to protect against the loss, misuse or alteration of the information under our control. To prevent unauthorized access, maintain data accuracy, and facilitate the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect within the solution.
	Fieldglass	Please see the Fieldglass Security and Hosting Overview provided in the Supplemental Information section of this response.
	Hanna	Communication between data centers is via VPN or MPLS; VPN is encrypted by default and MPLS can be encrypted as well. Internet facing customer systems are protected by perimeter protection systems using technologies such as web application firewall (WAF) or intrusion prevention systems (IPS). Perimeter protection systems operate by monitoring traffic and blocking attaches towards SAP HANA Enterprise Cloud customer systems.
	Hybris	Both IDS and IPS are included the SAP Hybris Commerce, Cloud Edition The security infrastructure includes firewall security and hardened security policies on all servers. Log management procedures are in-place for log review for firewall, applications, network devices, including file-integrity management. SAP Hybris utilizes technologies from leading security firms for Log Management and File Integrity Management. SAP Hybris employs two-factor authentication across its network. SAP Hybris undergoes vulnerability and penetration testing. SAP Hybris validates against requirements for PCI DSS 2.0. The infrastructure also includes Web Application Firewalls and DDoS Mitigation Services. In addition, security policies and change management policies are in-place ensuring that all access and changes to customer systems and information is accessible only by SAP Hybris staff with access authorization. Security of the software application which is controlled by the Customer (or its implementation partner) remains the responsibility of the Customer.
	SuccessFactors	Technologies and measures used to help protect the security of customer data include: Redundant firewalls in a dedicated environment Network intrusion detection to help guard against attacks by monitoring all data center traffic around-the-clock and notifying operations and security teams in the event of an imminent threat Vulnerability scanning to proactively test internet-connected web servers by searching for weaknesses in the same way that a hacker would

		Penetration testing at least annually Security teams monitoring the infrastructure 24x7x365 Any security issues discovered are reported in real time to information security staff and IT management, entered into our ticketing system for follow-up investigation, and tracked to resolution. All actions taken to resolve the problem are documented, allowing all problems to be tracked to completion. We provide application level memory separation between each client instance as well as data level segmentation and separation with each customer's data residing in its own schema and table space at the database tier. The database tier provides isolation and security of data, and the use of application clustering provides availability, reliability and scalability. Each customer's data is maintained in a separate database schema with its own discrete set of tables, facilitating a high degree of data isolation thus preventing potential for data segmentation breaches Flexibility to backup individual customer table spaces without affecting adjacent customers Each schema has separate authentication credentials and assigned resource profile to restrict access rights and resource consumption
VMware	The VMWare Approach to Compliance Many organizations have initiatives to virtualize their Information Technology (IT) infrastructure, or to move to a Cloud Computing model. However, these initiatives are often complicated by the increasing number of regulatory compliance requirements, which require protection of data such as PCI, HIPAA, FISMA, DIACAP, FedRAMP, GLBA, and other State and Federal requirements. Organizations are increasingly concerned with the complexity, risk, and impact that a new technology can bring to their existing environments. VMware addresses these challenges by establishing a Compliance Reference Architecture Framework (RAF) that provides a consistent method for VMware, its partners, and customers to assess and evaluate the impact of regulations on virtual and cloud environments. The intent of the RAF is to provide a single framework for VMware, its partners, and organizations to address a variety of compliance requirements across an IT infrastructure. We designed our security architecture using a defense-in-depth approach to implement multiple layers of security throughout the SaaS environment and to mitigate any potential attacks through multiple safeguards, including: • Access control mechanisms, firewalls, anti-virus/malware software, auditing mechanisms, network controls, maintaining defined configuration settings, etc. We perform regular internal scans to assess the vulnerability of our internal network.	
FireEye	All data is stored within locked and monitored cages in secure data centers. Customer data is restricted to a need to know basis. Data is logically tagged and virtually segregated in our cloud services. Access is managed and only given to those with need to know including internal employees and customers.	
VirtueStream	All data for this environment will remain in the United States. Customers can elect Intel's TxT technology to demonstrate geo-fencing of data to specific data centers. Virtustream data centers are physically accessible by designated employees and approved employees only. Virtustream employees who are assigned to the data center are issued a proximity card which is required to access the data center. Once inside, physical access to the data processing areas is further restricted to specific employees. Physical access to the data processing areas is protected by biometric locks on the doors. Data center personnel maintain a list of all approved personnel who have access to the data center offices and who have access to the data processing areas. Virtustream offers security solutions which customers can select to protect their data while in transit and at rest. Customers are responsible for the protection of their data within their customer	

	zone. Virtustream does not process, store, or disseminate customer data within the Virtustream-controlled management zone. Virtustream invokes a defense-in-depth model for monitoring the management zone with tools such as Splunk, Trend Micro, Fortinet, and Tenable. These tools are available for customers to select as a managed service.

8.6.4 Offeror must describe its data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).

CA	APM	All personnel with access to client data undergo annual, mandatory security training and are covered under the CA Technologies NDA. Violations of security policies are grounds for termination. All access to data and other resources used to deliver the service are granted under the least principle.
	MAA	Customer accounts are password protected, and users can only access their data in their accounts. System administrators have access to MAA servers, and database administrators have access to database servers. Account access is reviewed periodically.
	CA Agile	All customer data is treated as confidental and as a policy we do not access customer data without explicit written consent. Access to systems containing customer data is restricted to our Operations Team according to our Elevated Permissions Policy.
	ASM	Customer accounts are password protected, and users can only access their data in their accounts. System administrators have access to ASM servers, and database administrators have access to database servers. Account access is reviewed periodically. All data on CA laptops are encrypted and a PIN is required to boot.
AODocs	The data stored in Google AppEngine are backed up every day. The application is hosted on Google Cloud Platform infrastructure and benefits from the network security.	
Virtru	See 'Virtru Security Policies and Procedures' and 'Virtru Privacy Policies and Procedures'	
Salesforce	Logical Access Control Salesforce provides contractual assurance to its customers that the data hosted in the Salesforce Services will be kept confidential and not accessed except under narrow circumstances (such as a support issue) and only for a set amount of time chosen by customer. In such circumstances, we will access your org only with prior approval and subject to a Non-Disclosure Agreement (NDA). To protect against access through the application, Salesforce employees don't have access at the application level for any customers, unless the customer grants access through the “login as” feature. Access to the production environment infrastructure is restricted to a very limited number of full-time Salesforce employees required to manage the service. Salesforce's Technical Operations team and Release Managers have logical access to servers. These employees must authenticate to the production environment via a secure server (Secure Global Desktop) using 2 points of RSA two-factor authentication. This tool provides pixel data only to these administrators. Systems access is role-based and controlled and logged. DBAs do not have login access to customer's instances (org) and do not see customer data in an assembled manner. They manage the system in aggregate-performance tuning, allocating space, building indices, etc. The Oracle tables and rows in our infrastructure do not reflect the view of a single customer instance (org) since we are multi-tenant and the data is spread across multiple disk arrays.	

	Database administrator account activity is logged. These logs are sent to the security information and event management (SIEM) system. These database activities logs are reviewed for appropriateness by the Computer Security Incident Response Team (CSIRT) team on a regular basis. This log data is also available as a forensic audit trail to support CSIRT during incident investigations. A customer's instance (org) of Salesforce is an aggregate of the raw data. The data model is very complicated, normalized, and the rows are identified by base62 encoded keys (primary and foreign). Re-establishing data ownership and a business context for the data would be very difficult to do at the database level. In order to reassemble any given customer's application (org), someone would need access to our source code in order to reassemble the raw data in a manner that could be interpreted and understood, and would need the entire set of tapes or disks/arrays supporting a given Instance, as the data for any one customer is spread across several tapes/disks. Data center engineers with physical access to the servers do not have logical access to the production environment and administrators with logical access to the systems do not have physical access to the data centers.	
ServiceNow	ServiceNow applies the same data classification for all hosted customer data. ServiceNow does not inspect or monitor its customers' information and therefore has no ability to sub-classify customer data. The overriding requirement of the assigned classification is that customer data remains hosted in the private cloud until the customer terminates their subscription. It is never stored anywhere apart from the private cloud. Customers remain the data owner and data controller for all data placed into their instance. ServiceNow does not examine, inspect, monitor or analyze customers' data. Customers apply access controls to restrict access to data within their instances based on their own requirements and needs, including their own data classification.	
QTS	The customer will be assigned one or more Org Administrators. All users will be configured with RSA AD two-factor Risk Based authentication as a requirement for cloud portal access.	
SAP	Ariba	We participate in the following national and international standards committees: WebTrust: (2001 - current) The Security, Availability, Processing Integrity and Confidentiality of our applications are based on the Trust Services Principles now incorporated into the SSAE16/ISAE 3000 SOC 2 standards SSAE16: (formerly SAS 70) certification: (Since 2011) ISAE 3402: (The International Standard on Assurance Engagements since 2014) every six months we undergo a rigorous ISAE 3402 audit by independent auditor PricewaterhouseCoopers (PwC) Payment Card Industry (PCI) Data Security Standard (DSS): (Since 2008) we have adopted and adhere to the PCI-DSS). PCI certification and compliance with the Visa USA Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) program Safe Harbor: (Since 2007) Current on the Safe Harbor list for ""Online Data"" for the ASN and Cloud Solutions/Services A firewall separates the Ariba corporate network from Ariba infrastructure computers. Therefore, unauthorized Ariba employees cannot access Ariba data from the Ariba corporate network infrastructure. Access is limited to specific roles or functions within Ariba Operations. Additionally, access is managed on an "exception" basis whereby personnel need clearance to be

		authorized. Access is time-limited, after which time re-authentication is required. Internally, we have deployed an active monitoring system tied back to Human Resources. Logical access management reports are rolled up monthly and are part of the monthly Privacy & Security board review. All logical access management is subject to review and audit under ISAE 3402 assurance every six months and annually under PCI DSS certification. Wireless technology is not allowed within the production operations infrastructure where customer data is received, processed and stored. All corporate laptops are whole disk encrypted. All approved portable devices are encrypted and have a phone home capability which allows them to be wiped remotely.
	Fieldglass	Fieldglass has the following categories for classifying information: Confidential - This is the information that Fieldglass and end users have a legal, regulatory and/or contractual obligation to protect or information that unauthorized disclosure, compromise, or destruction that results in severe damage, provides significant advantage to a competitor, or incurs serious financial impact to Fieldglass and/or our customers. Fieldglass will not disclose to a third party without signing a nondisclosure agreement requiring the third party to protect such information. Internal Use - This is information that, due to a technical or business sensitivity, requires special precautions to ensure the confidentiality and integrity of data by protecting it from unauthorized access, modification or deletion. This information is intended for use only within the company and must be limited to end users who are employed by Fieldglass or individuals that have a business requirement to access the data and have signed a non-disclosure agreement. Public - This information has been made available for public distribution through authorized company channels. Public information does not require special protection. It is information that can be disclosed to anyone without violating an individual's right of privacy. Knowledge of this information does not expose Fieldglass to financial loss, embarrassment, or jeopardize the security assets. Laptops Every Fieldglass laptop issued to employees and contractors have a DLP agent installed that cannot be modified. This agent detects whether customer data or the Fieldglass source code is being copied externally. Monthly access reviews are conducted by product and file share owners to ensure access is limited to a need-to-know basis. Privileged user account access is also monitored on a weekly basis.
	Hanna	SAP treats all customer data stored in cloud solutions from SAP as "Confidential" according to SAP's data classification standard. Personal Data is subject to strict security and legal requirements in the legislation of several countries, for example handling of Personal Data is regulated in the European Union (EU) Data Protection Directive and

		corresponding national laws. At SAP intercompany agreements exist, to ensure that these requirements are met in all SAP companies and branch offices throughout the world. Similar data protection agreements were executed with all subprocessors. Personal data must be classified as equally confidential regardless of whether it relates to employees, customers or third parties.
	Hybris	The security infrastructure includes firewall security and hardened security policies on all servers. Log management procedures are in-place for log review for firewall, applications, network devices, including file-integrity management. SAP Hybris utilizes technologies from leading security firms for Log Management and File Integrity Management. SAP Hybris employs two-factor authentication across its network. SAP Hybris undergoes vulnerability and penetration testing. SAP Hybris validates against requirements for PCI DSS 2.0. The infrastructure also includes Web Application Firewalls and DDoS Mitigation Services. In addition, security policies and change management policies are in-place ensuring that all access and changes to customer systems and information is accessible only by SAP Hybris staff with access authorization. Security of the software application which is controlled by the Customer (or its implementation partner) remains the responsibility of the Customer.
	SuccessFactors	We are aligned with ISO 27001 for Information Security, BS 10012 for Data Protection, and ISO 20000 for Service Delivery to create an Integrated Compliance Framework ("ICF"). Where these standards overlap in subject matter, Information Security ISO 27001 takes precedence. Our Network also complies with Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor.
VMware	VMware monitors for security events involving the underlying infrastructure servers, storage, networks, and information systems used in the delivery of vCloud Air over which VMware have sole administrative level control. The goal of this process is to identify security incidents and respond to them proactively. This responsibility stops at any point where customers have control, permission, or access to modify any aspect of the service offering. The customer is responsible for the security of the networks over which they have administrative level control. This includes, but is not limited to, maintaining effective firewall rules, exposing communication ports that are only necessary to conduct business, locking down promiscuous access, and other such capabilities. Proactive Security Monitoring over Internet and Social Media (e.g. searching filesharing sites for customer data, seeding data with honey tokens) VMware security teams perform OSINT monitoring on the Internet for all VMware products and services. This includes harvesting data from search engines, le sharing, and social networking sites. This data is analyzed for keywords and other specific indicators. With regards to potential data leaks, the customer is solely responsible for protecting the security of his or her content, including any access provided to employees, customers or third parties. vCloud Air provides certain software and functionality to help protect content from unauthorized access such as firewalls, load balancers, and IPsec VPNs. Customers are encouraged to deploy additional security mechanisms similar to what exists in their current data center to address other security controls such as data encryption, intrusion detection, le integrity monitoring, and other such concerns relevant to the sector and regulatory requirements that apply to the specific business of a customer.	

FireEye	FireEye has mature and well documented security and privacy programs. The programs include third party certifications for SSAE 16 SOC 2, and FedRAMP certifications, Model clauses, Privacy and Security Standards among others. The data that FireEye receives is only in conjunction with the malware analysis. Our data protection standards includes prevention of exposure to unauthorized personnel and managing and reviewing all access to systems (not just for admin) quarterly or when employees have a role change. FireEye has standards for hardware and software such as gold images for all operating systems and hardened systems, these are managed and distributed centrally. It also includes supported and managed configurations of hardware and software on mobile devices and acceptable use policy for all FireEye resources.
VirtueStream	Customers are responsible for the protection and confidentiality of data within their application and/or system which resides on the Virtustream IaaS. Virtustream customers are logically separated via VLAN and VRF technologies which ensure that different customers' data is not accessible and cannot be altered. Customers are responsible for controlling access to their data. Virtustream does not have direct access to customer data within their customer zone. Virtustream employees who are assigned to IaaS must pass a Virtustream background investigation. In addition, Virtustream employees assigned to the IAAS must adhere to any requirement by customers to pass federal, state, or local background investigations if they are to provide managed services to the customer zone. Virtustream offers an encryption at rest and encryption in transit managed service. This provides an additional level of protection for customer's data within their VLAN, All Virtustream employees with access to the IaaS are required to have hard drive encryption on their laptops. Virtustream performs quarterly privileged user access reviews.

8.6.5 Offeror must provide a detailed list of the third-party attestations, reports, security credentials (e.g., FedRamp), and certifications relating to data security, integrity, and other controls.

CA	APM	AWS EC2 datacenters annually undergo SOC 3 audits.
	MAA	CA MAA is certified for SOC 2 Type 1 Security Audit.
	CA Agile	N/A - we are working towards a NIST 800-53r4 certification but that is not yet complete.
	ASM	Rackspace datacenters annually undergo various certification including SOC 3 audits. The application currently does not hold a Soc 2 attestation.
Google	SOC 1 (SSAE 16) SOC 2 SOC 3 ISO 27001 ISO 27018 FedRAMP	
AODocs	AODocs is certified SOC2 Type 2	
Virtru	Vulnerability Scan and Penetration Testing by Cigital and FedRamp In Process sponsored by US Department of Interior	
Salesforce	Salesforce has comprehensive privacy and security assessments and certifications performed by multiple third parties. The following audits and their frequencies are performed: ISO 27001 - Annually (3 year certification) PCI-DSS - Annually FedRAMP - Annually SOC 1 (SSAE16/ISAE 3402, previously SAS 70) - Twice a year SOC 2 & SOC 3 - Twice a year Copies of our SOC reports can be provided to your Agency upon request and under NDA.	

	Under NDA, your Agency can also be provided Salesforce's complete FedRAMP Authority to Operate (ATO) package, which contains the following security assessment documentation: 01 - Salesforce Government Cloud System Security Plan 02 - Salesforce Government Cloud System Security Plan - Tracked Changes 03 - Salesforce Government Cloud Attachment 1 - Control Tailoring Workbook (CTW) 04 - Salesforce Government Cloud Attachment 2 - Control Implementation Summary (CIS) 05 - Salesforce Government Cloud Attachment 3 - PTA and PIA 06 - Salesforce Government Cloud Attachment 4 - E-Authentication 07 - Salesforce Government Cloud Attachment 5 - FIPS 199 Categorization 08 - Salesforce Government Cloud Attachment 6 - User Guide - Customer Configurations 09 - Salesforce Government Cloud Attachment 7 - Hardware, Network, and Software System Inventory 10 - Salesforce Government Cloud Attachment 8 - Customer Responsibilities 11 - Salesforce Government Cloud Rules of Behavior - Ground Rules for Security Success 12 - Salesforce Government Cloud Disaster Recovery Plan 13 - Salesforce Government Cloud Incident Response Plan 14 - Salesforce Government Cloud Configuration Guide 15 - Salesforce Government Cloud Continuous Monitoring Plan 16 - Salesforce Government Cloud Security Assessment Plan 17 - Salesforce Government Cloud Security Assessment Report (SAR) 18 - Salesforce Government Cloud Table 4.1 SAR 19 - Salesforce Government Cloud Test Cases (SRTM) 20 - Salesforce Government Cloud POA&M	
ServiceNow	•ISO/IEC 27001:2013 BrightLine Certificate Number 1980700-4 (see supplemental information section for official certificate) •SSAE 16 SOC 1 Type 2 (available under NDA) •SSAE 16 SOC 2 Type 2 (available under NDA) •FedRAMP Compliant	
QTS	QTS maintains control mappings that include: • NIST 800-53/FedRAMP (Low/Moderate/High) • DOD IT RMF/DIACAP (MAC I/II/III Sensitive & Public) • HIPAA-HITECH-Omnibus • PCI-DSS • ISO/NATO • CNSS/ICD/DCID/NISPOM	
SAP	Ariba	As assurance collateral, we can provide the BITS SIG and CSA Cloud Service Provider Questionnaire, Our ISAE 3402 SOC 1 Type II, SOC 2 and SOC 3 reports as well as the Attestation of Compliance for PCI DSS are signed by our qualified security assessor and management.
	Fieldglass	Independent third-party auditors conduct annual audits for the following: • ISO 27001 • SSAE 16 SOC 1 and SOC 2
	Hanna	Please see response 8.6.1
	Hybris	
	SuccessFactors	We have various third party certifications including ISO 27001 and BS10012.

VMware	VMware IaaS Services The International Organization for Standardization (ISO) has developed he ISO 27001 standard which defines an information security management system (“ISMS”) as a systematic approach to managing sensitive company information so that it remains secure. It includes an organization’s people, processes and IT systems and the application of a risk management process. vCloud Air has established and implemented an Information Security Management System (ISMS) based on ISO 27001 standards to manage risks relating to confidentiality, integrity, and availability of information. vCloud Air engages an independent third party auditing firm on an on-going basis to validate vCloud's air adherence to the ISO 27001 standard. An ISO 27001 certificate is issued if the auditing firm has validated adherence to the standard. VMware IaaS Services The International Organization for Standardization (ISO) has developed he ISO 27001 standard which defines an information security management system (“ISMS”) as a systematic approach to managing sensitive company information so that it remains secure. It includes an organization’s people, processes and IT systems and the application of a risk management process. vCloud Air has established and implemented an Information Security Management System (ISMS) based on ISO 27001 standards to manage risks relating to confidentiality, integrity, and availability of information. vCloud Air engages an independent third party auditing firm on an on-going basis to validate vCloud's air adherence to the ISO 27001 standard. An ISO 27001 certificate is issued if the auditing firm has validated adherence to the standard. VMware IaaS Services The International Organization for Standardization (ISO) has developed he ISO 27001 standard which defines an information security management system (“ISMS”) as a systematic approach to managing sensitive company information so that it remains secure. It includes an organization’s people, processes and IT systems and the application of a risk management process. vCloud Air has established and implemented an Information Security Management System (ISMS) based on ISO 27001 standards to manage risks relating to confidentiality, integrity, and availability of information. vCloud Air engages an independent third party auditing firm on an on-going basis to validate vCloud's air adherence to the ISO 27001 standard. An ISO 27001 certificate is issued if the auditing firm has validated adherence to the standard. vCloud Government Service (IaaS): FedRAMP Provisional Authority: VMware vCloud Government Service, provided by Carpathian, now has FedRAMP Provisional Authority to Operate issued by the Joint Authorization Board (JAB). FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. This approach uses a ""do once, use many times"" framework that can reduce government organizations' costs, time, and staff required to conduct redundant agency security assessments. U.S. government agencies can now leverage vCloud Government Service to meet the stringent security and privacy requirements of FedRAMP.
FireEye	We have SSAE 16 SOC 2 Type 2 certification for specific cloud services, and associated datacenters. FireEye currently has a FedRAMP ATO for ETP and are in process for full FedRAMP, and ISO 27001 certification.
VirtueStream	Security is the foundation of our business. Virtustream's xStream™ cloud software assists our customers to meet mandatory Legislative requirements, and achieve and maintain FedRAMP, FISMA Moderate, PCI-DSS, SSAE16/SOC2/SOC3, ISO 27001/9001/22301, HIPAA, NIST 800-53, CSA STAR and other leading cloud certifications and compliance frameworks in the customer's own environment (when coupled with identified operational and management controls).

8.6.6 Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.

CA	APM	CA has various log monitoring tools that help us keep track of live production systems in order to understand load vs. resource utilization vs. performance. CA along with AWS monitors the service and provides real time alerting when systems suddenly die, or when system loads or response times approach critical thresholds. Logs are kept for forensic examination and identification of trends in order to proactively ensure stability.
	MAA	CA MAA servers log all activity, and data retention is anywhere from 14 to 180 days depending on the component and volume of logs generated
	CA Agile	All systems are required to send logs to a centralized log server. At a minimum log data must contain timestamps, usernames, IP Addresses, and query parameters.
	ASM	ASM servers log all activity, and data retention is anywhere from 30 days to 1 year depending on the application and volume of logs generated.
Google	This is largely the responsibility of the customer. Google's obligations, as described in 8.6.4, are to ensure there is no unauthorized access of Customer data. Customers are responsibility for ensuring their end users use the service according to the Customer's acceptable use policies. During the onboard process, Customers will be assisted in the configuration controls that are included to enforce acceptable use and security policies and trained in how to maintain oversight on the ongoing usage of the services in scope.	
AODocs	AODocs does not manage the authentification. The authentification is managed by Google.	
Virtru	See 'Virtru Security Policies and Procedures'	
Salesforce	Salesforce Infrastructure Logs Salesforce internal infrastructure logs are collected by various monitoring tools for activities on the systems that host Salesforce, and include: Server access Network access Firewall management events Network intrusion detection systems traffic Cache Database File integrity Network device configuration Anti-virus detection Log events are correlated to generate alerts. Alerts are configured to notify the Technical Operations and Computer Security Incident Response Team (CSIRT) teams. Security alerts require acknowledgement and follow up, if appropriate by the CSIRT. Firewalls and IDS systems are configured with automated syslog notifications for key events. Logs are archived and are currently stored for a minimum of (1) one year. NOTE: These logs are not available to customers. Customer Auditing Capabilities Within Salesforce, the creator and last updater, as well as timestamps, are recorded for every record. Additionally, the Salesforce Platform and Salesforce Applications have a multitude of history tracking and auditing features that provide valuable information about the use of an	

	organization's applications and data, which in turn can be a critical tool in diagnosing potential or real security issues. Auditing features include: Record Modification Fields - All objects include fields to store the name of the user who created the record and who last modified the record. This provides some basic auditing information. Login History - You can review a list of successful and failed login attempts to your organization for the past six months within Salesforce. Field History Tracking - You can also enable auditing for individual fields, which will automatically track any changes in the values of selected fields. Although auditing is available for all custom objects, only some standard objects allow field-level auditing. Setup Audit Trail - Administrators can also view a Setup Audit Trail for the past six months within Salesforce, which logs when modifications are made to your organization's configuration. This trail can be downloaded into Excel or as a csv file. While the Login History and Setup Audit Trail are available for six months within Salesforce, audit trails can be downloaded and stored locally to meet longer audit log retention requirements. Detailed application logs can be used for forensics investigations by customers. These logs are stored for 12 months and are available for a fee. Event Monitoring (Additional License Option) In addition to Salesforce's core auditing capabilities, Salesforce also offers Event Monitoring as an additional license option. Your Agency can use event monitoring to discover how often and at what times your users are logging in to and out of your organization. This includes insight into what Salesforce applications are being adopted by users, who is logging in and from where, what pages users are viewing, what reports users are running and exporting and other aspects of application usage. This capability helps you discriminate between valid and invalid login requests and also track user login patterns for future reference. Not only can your Agency now better understand how your apps are being utilized, you can also monitor if users download large amounts of data that might put your agency at risk. In addition, your Agency can also determine if an employee is unnecessarily downloading sensitive customer/citizen information, pinpointing the exact time and location of that event. Event Monitoring is delivered as an API-first feature and there are Salesforce partners with visualization tools available. Use the SOAP API and REST API resources to retrieve event log files that contain information useful for assessing organizational usage trends and user behavior. Because event log files are accessed through the Force.com SOAP API and REST API, you can integrate log data with your own back-end storage and data marts so that you can correlate data from multiple organizations and across disparate systems easily. When using event monitoring, keep the following in mind: - In the unlikely case where no log files are generated for 24 hours, contact Salesforce. - Log data is read-only. You can't insert, update, or delete log data. - Use the EventType field to determine which files were generated for your organization - LogDate tracks usage activity for a 24-hour period, from 12:00 a.m. to 11:59 p.m. UTC time. - An event generates log data in real time. However, log files are generated the day after an event takes place, during nonpeak hours. Therefore, log file data is unavailable for at least one day after an event. - CreatedDate tracks when the log file was generated.

	- Log files, represented by the EventType field, are only generated if there is at least one event of that type for the day. If no events took place, the file won't be generated for that day - Log files are available based on CreatedDate for the last 30 days when organizations purchase User Event Monitoring or one day for Developer Edition organizations. Businesses desire certainty that their data is accurate, complete and reliable, enabling them to meet stringent industry regulations. With Field Audit Trail, customers can track changes at the field level for up to ten years and set different policies for each Salesforce object to ensure data is purged when no longer needed. Life sciences companies running clinical trials in Salesforce, for example, can now maintain a complete audit trail of patient data so they can safeguard the integrity of clinical trial results and comply with FDA regulations. - All event monitoring logs are exposed to the API through the EventLogFile object, however there is no access through the user interface. Event monitoring can be used with 28 different file types: Apex Callout, Apex Execution, Apex SOAP, Apex Trigger, API, Async Report, Bulk API, Change Set Operation, Content Distribution, Content Document Link, Content Transfer, Dashboard, Document Attachment Downloads, Login, Login As, Logout, MDAPI Operation, Multiblock Report, Package Install, Report, Report Export, REST API, Salesforce1, Adoption (UI Tracking), Sandbox, Sites, Time-Based Workflow, URI, Visualforce. Event Monitoring Transaction Security Transaction Security policies give your Agency a way to look through events in your organization and specify actions to take when certain combinations occur. A transaction security policy consists of events, notifications, and actions. Transaction Security monitors events according to the policies that your Agency sets up. When a policy is triggered, you can receive a notification and have an optional action taken. For example, suppose that you activate a policy to limit the number of concurrent sessions per user to three. A user with three login sessions tries to create a fourth session. Your Agency can require a user to end one of their existing sessions before proceeding with the new session. At the same time, you are notified that the policy was triggered.
ServiceNow	The ServiceNow application writes detailed log information that is stored in tables within a customer's instance. As this is customer data in a customer's instance, ServiceNow does not attempt to monitor or view this data unless specifically requested by a customer. As a result the customer is responsible for monitoring the contents of these logs files. The log data is protected in the same manner as all other customer data. Event logs can also be configured to feed into a customer's environment via ServiceNow's Syslog probe allowing the logs to be stored within the customer's environment in a syslog repository or SIEM and retained according to the customer's requirements. ServiceNow's application logging includes verbose transaction logs, these logs are retained within the instance for 30 days. Event logs are stored for seven days and audit histories are retained indefinitely in the instance. Transaction logs represent every click, view, and system event that occurs in an instance and as a result, will grow very large, quickly. They provide a level of detail that is frequently used for troubleshooting issues with an instance. They can also provide detailed intelligence on the behaviors within an instance. These logs can be downloaded to customers' environments, if they need to be retained for longer than 30 days. The event logs on the other hand are less granular; they will include the creation of an incident, or deletion of problem, or any one of the 250 standard events. They may also contain customer

	created events. There are a number of security events as well, including successful login, failed login, security privilege escalation, and viewing of a table. These events can either be monitored manually, generate an Incident based on a parameter or when metric is reached; such as failed logins per minute. The final aspect of logging is the audit history. Audit history may be turned on for any particular table or field. The audit log table then maintains a record of who made changes when to a table or field and what they changed.
QTS	All account activities are logged including account creation, modification, disabling and termination. Logs are monitored and notifications are sent for abnormal activity. Splunk Enterprise is used as the centralized audit log monitoring tool to centrally collect, analyze and reduce the amount of audit logs. As referenced in IT_PRO_07_Audit_and_Accountability_Procedure (v1.0 – 1/20/14), on-site network and security operations monitoring coverage and audit management process; to include analysis, reporting, and alerting into a central repository provided by a highly available Splunk logging service. Splunk logging service supports QTS cloud information systems for organizational–wide situation awareness. Splunk provides built-in capabilities to filter, normalize, and correlate the large amounts of data produced by QTS cloud, and then allows QTS's support staff to use Splunk's built-in capabilities to data mine, log mine, and run pre-developed and ad-hoc reports against the result sets obtained during the data and log mining sessions. Logs are centrally correlated and reviewed from devices across QTS cloud Hosting Environment by QTS's Systems Engineer or designee. Specific report categories include: •Authentication and Authorization Reports • Systems and Data Change Reports •Network Activity Reports •Resource Access Reports •Malware Activity Reports •Failure and Critical Error Reports • Vulnerability Correlations Reports •Anti-Port Correlations Reports •Watch List Correlations Reports
VMware	VMware IaaS Services In accordance with our ISO and SOC commitments, change-related activity, including administrative actions, performed on the management infrastructure layers supporting vCloud Air are monitored and logged to a centralized logging server for a minimum of 1 year. Infrastructure logging is in place for customer interactions with the vCloud Air management and administrative consoles. These logs are only for the management and administrative interfaces. These are not in place for monitoring of individual customer VMs installed within the customer tenant org. Limited logging and activity reporting are available from customer tenant environments, with more detailed reporting, auditing and logging capabilities introduced Q4-2014. VMware AirWatch To enable user accountability, we have full auditing capabilities on all environments in the AirWatch Cloud. Customers can use the built-in event log, customizable dashboards, integrated reporting engine and AirWatch Hub to audit the web console and end-user actions. For the SaaS environment logs, our Information Security Team helps ensure that systems generate audit records containing information that establishes what type of event occurred, when the event occurred, where the event occurred, the source of the event, the outcome of the event, and the identity of any individuals or subjects associated with the event.
FireEye	FireEye auditing and log review procedures are based on industry best practices and in accordance with regulatory, statutory, contractual and business requirements. Detailed audit

	records (User ID, date, time, type of event, successful/unsuccessful attempts or access secured files and protect the contents of audit trails against unauthorized access, modification or deletion.
VirtueStream	Virtustream offers logging as a managed service to customers as optional solution. The types of services and devices are specified by the customer and a monthly report is delivered to the customer.

8.6.7 Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.

CA	APM	Users of the Portal are divided into two types: Internal users (for publishers of the API) and External users (for developers). There are a number of pre-defined roles for both Internal and External users that inherit functionality in a hierarchical manner. Portal has RBAC built in that allows you to grant access to different functionality for different users. For example, you can assign a user to role that only allows them access to update content, or access apps but not create them.
	MAA	CA utilizes IaaS vendor to host the service with strict access controls in place. CA SaaS InfoSec team manages users and their associations with groups within LDAP Directory and conducts periodic access reviews to conform to governance requirements.
	CA Agile	Our databases are shared but logically segregated. We ensure logical security of access to customer data by implementing access restrictions between subscriptions and roles within those subscriptions to assure adequate segregation of data. There is a plugin available in the unlimited edition that allows the administrator to limit access to the application based on IP address.
	ASM	Only Public Status Page (PSP) data is stored in the cloud, and PSP web pages are accessible by anyone. PSP data is only sent to the cloud if the customer enables this feature, and they can decide which data is made public.
Google	If Google becomes aware of a Data Incident, Google will promptly notify Customer of the Data Incident, and take reasonable steps to minimize harm and secure Customer Data. Notification(s) of any Data Incident(s) will be delivered to the Notification Email Address provided by Customer in connection with the Agreement or, at Google's discretion, by direct communication (e.g., by phone call or an in-person meeting). Customer acknowledges that it is solely responsible for ensuring the contact information given for purposes of the Notification Email Address is current and valid, and for fulfilling any third party notification obligations. Customer agrees that "Data Incidents" do not include: (i) unsuccessful access attempts or similar events that do not compromise the security or privacy of Customer Data, including pings, port scans, denial of service attacks and other network attacks on firewalls or networked systems; or (ii) accidental loss or disclosure of Customer Data caused by Customer's use of the Services or Customer's loss of account authentication credentials. Google's obligation to report or respond to a Data Incident under this Section will not be construed as an acknowledgement by Google of any fault or liability with respect to the Data Incident.	
AODocs	The AODocs-specific data stored in the Google App Engine Datastore relies on a built-in multi-tenancy feature named "namespace", which define virtual "silos" within the AODocs database. Each customer is assigned a specific namespace (which is in fact the customer's primary Google Apps domain name), and all the customer's data is stored within this namespace.	
Virtru	Key material is encrypted prior to storage, and those keys are backed by HSM. Decryption occurs only for authenticated users	
Salesforce	The multitenant architecture and secure logical controls address separation of customer data. There are no dedicated servers used for individual customers. The Salesforce Services infrastructure is divided into a modular architecture based on "Instance". Each Instance is capable	

	of supporting several thousand customers in a secure and efficient manner. Services are grouped within each Instance; with app, search, and database elements contained. There are appropriate controls in place to ensure that any given customer's org (application) is not compromised. The service has been designed to accomplish this and is robustly tested on an ongoing basis by both Salesforce and its customers.	
ServiceNow	ServiceNow includes built in Role Based Access Control (RBAC) that is based on users, groups and roles. The entitlements granted to users are built from fine grained Access Control Lists (ACLs). ACLs can be built from individual entitlements that include read, write, create, execute and delete as well as a number of other individual attributes. The attributes that are available also vary, depending on the type of object being secured. Customers have full control of the entitlements granted to each of their users and integration with customer side directory service is possible through the use of users, groups and group memberships.	
SAP	Ariba	Within our solution, specific logging takes place that is viewable by the customer administrator or their designee. Audit logs produced through use of the solution are considered customer data and are maintained within the customer's instance of the database. These logs are retained so long as the customer has an active contract with us. As a user control consideration, customers are responsible for monitoring the proper entry of data to the solution and reviewing reports generated by the system.
	Fieldglass	The Fieldglass Audit Trail tracks a date/time stamp for each user as they log in and out of the application. Likewise, Fieldglass tracks a date/time stamp and owner of every transaction that is created, submitted and approved through the application. Similarly, actions that occur within the reporting tool are also tracked, including when reports are created and run and by whom. The audit trail log is visible by the State of Utah program office. Audit trail reports can be created with Fieldglass' ad hoc reporting.
	Hanna	SAP has Security Information and Event Management systems (SIEM) for analysis, reporting and alerting. All critical systems and infrastructure components within the SAP Cloud need to log relevant data, which is stored for a minimum of six (6) months. This is ensured via the security configuration compliance checks and event monitoring. General security monitoring is performed 24x7 for all activities. Resulting warnings and alerts are processed via ticketing system and critical events are handled according to the Incident Management Process.
	Hybris	Log management procedures are in-place for log review for firewall, applications, network devices, including file-integrity management. hybris utilizes technologies from leading security firms for Log Management and File Integrity Management.
	SuccessFactors	The application logs the following for every transaction: Event/transaction Time, Transaction ID, Event/transaction Type, Event/transaction Status (Result of the event; if failure, includes reason), Object Attributes (Describes the object affected by the event), Originator User ID (ID of the user who initiated the event or action), Subject ID, Process User ID, Account Number, Transaction Specific Elements. The application audits changes to the major components. Examples of this are goal auditing and document auditing. The audit trail includes who made the

		change, the date of the change and the ability to see the data as it existed at that point in time. The data in the audit log can be viewed with appropriate permissions. We also provide an optional Audit Framework for additional audit logging capabilities. All audit logs within the application are accessible only by customers. Therefore, the review of application audit logs as well as retention periods for the application audit logs are the customer's responsibility, and can be determined as per requirements. To detect unauthorized information processing activities, systems are monitored and all information security events are recorded. Operator logs and fault logging are used to information system problems are identified. We comply with all relevant legal requirements applicable to its monitoring and logging activities. All system logs are created with "write-once" technology so that they cannot be altered or overwritten. All system logs are maintained for a minimum of 90 days on-line and a minimum of 13 months near-line. Inter host communications are secured by multiple layers of defense including segmented separate VLANS, restricted protocol sharing, multiple levels of stateful firewalls, HOST and NETWORK IDS/IPS and constant vigilant monitoring and testing. In addition, our Operations Team maintains detailed system logs. Our internal system logs successful and unsuccessful requests for access, and our team monitors all system logs for any errors or unusual activity. Activities are logged and reviewed by various mechanisms such as: RSA, SysLog, NIDS, HIDS, OSSIM and database logging. The system logs are not made available to customers but are used to monitor the health of the application and facilitate a high level of performance. Alerts are responded to immediately and logs are analyzed daily for any issues or anomalies. The system level logs are written to servers in the data center then copied to our operations team on an as needed basis. Various logging mechanisms are used to monitor database administration activities. Logging mechanisms include: syslog, alert log and database auditing for the privileged role SYSDBA. All activities are logged under the SYSDBA role which including: start-up and shutdown of the data base, configuration changes to init.ora and also any queries/data extraction. We would be able to identify dba activities by manual review of the logs and database auditing to detect if client data querying has occurred. All audit logs are created with "write-once" technology so that they cannot be altered or overwritten. Controls aim to protect against unauthorized changes and operational problems with the logging facility including: Alterations to the message types that are recorded. Log files being edited or deleted. Storage capacity of the log file media being exceeded, resulting in either the failure to record events or over-writing of past recorded events.
VMware	The vCloud Air Terms of Service and Data Privacy Addendum's establish the line of demarcation between the responsibility of VMware and the customer as it pertains to data protection. In addition, security whitepapers are made available to customers to further illustrate these points or to establish transparency regarding the separation of responsibility between VMware and the customer for compliance programs such as HIPAA or PCI. Subscribers are able to use a VPN connection at multiple layers to maintain data security. For traffic in motion, VPNs can be created for a particular application and also for an entire virtual data	

	center. A site-to-site IPsec-VPN can also be established to securely tunnel the entire virtual data center back to the private data center. For data ""at rest"", subscribers are provided a role-based access control, whereby specified users are not exposed to the entire infrastructure and can be limited to a single or multiple virtual data centers. Further details of the controls in place to limit exposure of these groups to customer data is documented within the ATA 101 and SOC reports, available under NDA. vCloud Air has logically separated networks that restrict Tenant access to only their own private networks. The vCloud Hybrid Service has two offerings: The Dedicated Cloud option provides physically isolated and reserved compute resources from all other vCloud Hybrid Service tenants, as well as a private cloud instance. The Virtual Private Cloud option has a multitenant compute resource mode. Both services have logically isolated networking and storage that ensures secure resource separation. Customers have complete control over the file systems and databases they deploy within the service. Access is technologically enforced and employees are only authorized the level of access to information assets that is required to meet an approved business need or perform prescribed job responsibilities. • Administrative access is limited to only those users that explicitly require privileged access. Customers do not have direct access to the SaaS environment; rather, customers administer the solution via the Web console.
FireEye	Each of the FireEye offerings include strong access controls including role-based access. Only properly authorized individuals on a need to know basis are granted access to data.
VirtueStream	Virtustream does not have access to customer hosted data. Customers control access to their application or system which sits upon the IaaS. Customer would need to create the user in their own Active Directory to allow access by named users of Virtustream for specific system.

8.6.8 Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.

CA	APM	CA Technologies documents a plan and associated procedures in case of an information security incident. The incident response plan clearly articulates the responsibilities of personnel and identifies relevant parties for notification. All security incidents will be investigated and triaged to understand where the vulnerability exists. Software vulnerabilities will be investigated by CA engineering teams; other vulnerabilities will be addressed by the SaaS Ops team in conjunction with AWS. Affected customers will be notified and given a remediation plan
	MAA	Clients are notified via email of any security incident that resulted in a data breach for that client promptly and no later than 5 days. A root cause analysis is then sent within 30 days. Meeting can be setup upon request.
	CA Agile	We have a defined Incident Handling Guide which outlines the process and responsibilities during breach investigation. Clients are notified via email of any security incident that resulted in a data breach for that client promoptly and no later than 5 days. A root cause analysis is then sent within 30 days. Meeting can be seutp upon request.
	ASM	Clients are notified via email of any security incident that resulted in a data breach for that client promptly and no later than 5 days. A root cause analysis is then sent within 30 days. Meeting can be setup upon request.
Google	Google's focus on security and protection of data is among our primary design criteria. Google data center physical security features a layered security model, including safeguards like custom-	

	designed electronic access cards, alarms, vehicle access barriers, perimeter fencing, metal detectors, and biometrics, and the data center floor features laser beam intrusion detection. Our data centers are monitored 24/7 by high-resolution interior and exterior cameras that can detect and track intruders. Access logs, activity records, and camera footage are available in case an incident occurs. Data centers are also routinely patrolled by experienced security guards who have undergone rigorous background checks and training. As you get closer to the data center floor, security measures also increase. Access to the data center floor is only possible via a security corridor which implements multifactor access control using security badges and biometrics. Only approved employees with specific roles may enter. Less than one percent of Googlers will ever step foot in one of our data centers. Google operates a global, multi-tenant environment running the world's second largest IP data network providing customers with a low latency, high performing platform that runs 24x7. Hard Disks are assets that are tracked throughout its lifecycle at Google from arrival to final destruction. These disks are component parts that Google uses to build its own servers from other component parts including motherboards and a harden, highly customized version of Linux. Google uses a proprietary storage and processing mechanism that isolates processing of data in chrooted jails within a physical server. Access permissions restrict the ability for processes to interact between jails. In addition, tenant data is striped in chunks across many different drives with each chunk having its own access control list. This helps ensure that data is logically isolated between customers in storage and during processing. In addition to the inherent processing and storage mechanisms described above, Google's security controls including least privilege rights, logging and auditing have been implemented consistent with FedRAMP requirements
AODocs	Altirnao can use multiple notification channels to communicate incident updates to its customers: the AODocs status page (https://status.aodocs.com) provide status updates on all the AODocs services the AODocs customer mailing list, which can be used to send emails to the technical contacts of all AODocs customers the AODocs support platform, i.e. ZenDesk, which can be used to communicate with specific customers who have opened tickets.
Salesforce	Incident Response If negotiated into a final contract, Salesforce can promptly notify the Customer in the event Salesforce becomes aware of an actual or reasonably suspected unauthorized disclosure of Customer Data. Notification may include phone contact by Salesforce support, email to customer's administrator and Security Contact (if submitted by customer), and public posting on trust.salesforce.com. Salesforce maintains an Incident Response Plan and has an established Security Incident Response Process. During a security incident, the process guides Salesforce personnel in management, communication, and resolution activities. Government customers can report security incidents related to their Salesforce products and offerings via security_gov@salesforce.com. Salesforce will respond in accordance with the incident response process described above. Our incident response plan/process was created in accordance with FedRAMP moderate control requirements which include incident response requirements derived from NIST SP 800-53, NIST SP 800-61, and the FedRAMP Incident Communications Procedure.
ServiceNow	Unless notification is delayed by the actions or demands of a law enforcement agency, ServiceNow shall report to Customer the unauthorized acquisition, access, use, disclosure or destruction of Customer Data (a "Breach") promptly following determination by ServiceNow that a Breach occurred. The initial report shall be made to Customer security contact(s) designated in

	ServiceNow's customer support portal. ServiceNow shall take reasonable measures to promptly mitigate the cause of the Breach and shall take reasonable corrective measures to prevent future Breaches. As information is collected or otherwise becomes available to ServiceNow and unless prohibited by law, ServiceNow shall provide information regarding the nature and consequences of the Breach that are reasonably requested to allow Customer to notify affected individuals, government agencies and/or credit bureaus. Customer is solely responsible for determining whether to notify impacted Data Subjects and for providing such notice, and for determining if regulatory bodies or enforcement commissions applicable to Customer or Customer Data need to be notified of a Breach. See the "Data Security Guide" contained within the "Subscription Service Guide" included with this response for additional information.	
QTS	Security Incident handling capability and process is outlined in the following Incident Response related procedures and plans: •FED_PLN_01_Incident_Response_Plan (v1.2 – 4/09/14) •IT_PRO_29_QTS-FC_Incident_Response_Procedure (v1.0 – 1/17/14) •IT_PRO_18_ISSO_IRT_Incident_Response_Guidelines_Procedure (v1.2 – 12/11/13) •OPS_PRO_77_OSC_New_Incident_Creation_Procedure (v1.0 -1/23/14) •OPS_PRO_62_Best_Practices_for_Incident_Handling_Procedure (v1.0 – 12/10/13) •OPS_PRO_72_BPG_OSC_Working_and_Resolving_Incidents_Procedure (v1.0 – 1/22/14) •OPS_PRO_84_BPG_OSC_Major_Incident_Management_Procedure (v1.0 – 1/27/14) As outlined in QTS's IT_PRO_29_QTS-FC_Incident_Response_Procedure (v1.0 -1/17/14) and FED_PLN_01_Incident_Response_Plan (v1.2 – 4/09/14): •Preparation activities, to include: -Ensuring the security of systems, networks, and applications through periodic risk assessments of systems and applications to prevent incidents. -Increasing user awareness of policies and procedures regarding appropriate use of networks, systems, and applications. -Sharing applicable lessons learned from previous incidents (particularly those involving malicious code and violations of acceptable use policies) with users so they can see how their actions could affect the organization. -Training Federal Cloud System Administrators to maintain their networks, systems, and applications in accordance with the organization's security standards. •Detecting activities, to include: -As referenced in QTS's IT_PRO_29_QTS-FC_Incident_Response_Procedure (v1.0 -1/17/14), review and analysis of continuous monitoring tools and related log file(s). -3rd Party monitoring services (Alert Logic): help detect and alert on changes in certain resources (e.g., Web pages) or publicly accessible services, such as Web, Domain Name System (DNS) and FTP servers. -File Integrity Checking Software: help detect any changes to important files caused by incident -IDS are set up for scanning and detection. Detection is achieved either by log analysis, packet capture review or image acquisition and analysis. •Analysis Activities, to include: -QTS IR Team is activated and incident identification is performed -Continued and targeted review and analysis of continuous monitoring tools, related log file, and corresponding applications would be performed. -If an Incident Response Team is required then at least one member of IT Security along with one or more members of QTS's IT Operations organization responsible for the affected system, as well as any necessary representatives from Network	
SAP	Ariba	We can provide a general overview but our full documentation is confidential. All of our security processes and procedures are audited by a third party every six months for ISAE 3402 assurance. We also hold PCI DSS certification. The

		intent of the following is to describe in a broad manner the actions we take in regard to security incidents, their management, tracking and communications in regard to internal policies and procedures. We have an established security incident plan based on internally-developed policies and procedures where documented results of all security incidents occurring during the six month audit period are reviewed and evaluated against the Trust Services Principles of ISAE 3402 and the PCI DSS standards as appropriate. Upon notification of a security incident, a documentation trail is begun by the InfoSec department and an internal ticket is created as the record of reference. The lead security manger calls a meeting including all personnel required to contain and reduce risk and impact appropriate to the nature of the incident. Tasks are assigned with milestones to be met to validate and determine extent of the incident. Communication is made to the Privacy & Security Board to alert principal membership and foster internal cooperation and awareness. An appropriate communication channel to affected customer(s) is determined based on how we were notified of the incident, i.e. from a customer, from an internal report or from a third party report. Communication is made to affected customer(s) to include the nature of the incident, actions taken to contain the incident and potential effects of actions if any, in regard to sustained business process and availability of the system. Any workarounds or hot fixes necessary in the solutions are communicated and scheduled reporting to the customer(s) is established with an identified single point of contact within our company. Based on the nature of the incident, if required, legal counsel present at initial risk & impact meeting, will assist in communicating with law enforcement contacts. The customer is kept informed of the milestones met and at scheduled intervals until the incident is fully contained and no further risk and impact perceived. All incidents are required to be internally managed by InfoSec to include tracking and review on a weekly basis and evaluation of the actions taken in regard to our security concept. All incident reports are presented to and reviewed by the Privacy & Security Board and are formally closed with discussion and evaluation to determine what actions can be taken to prevent similar incidents. Depending on the nature of the incident and impact to customer(s), security incidents are not formally closed by the board until all affected customers are made aware of the incident and appropriate measures to remediate the initial threat are formally communicated.
	Fieldglass	Fieldglass' security team is responsible for managing security incidents and all communication is conducted via the respective account managers to ensure timeliness. The process is defined within the Incident Response Management Standard. Customers are notified of an incident within 48 hours.
	Hanna	SAP will notify via defined communication channels within 36 hours of a confirmed data security breaches to the affected customers. The report will detail the following information: • Details relating to the security incident that has occurred, known at the time of notification. • IT infrastructure and/or application affected by the security incident. • Overview of the performed mitigation actions to restore the security, documented within the incident report form. • All further applicable requirements by country regulations "on obligation to notify" will be met.

	Hybris	Upon a breach that directly affects a customer's environment, hybris would notify the customer as quickly as reasonably possible. Furthermore, hybris follows its information security incident management policy as well as Visa's standard process for responding to a breach. The policy includes procedures such as disclosure of sensitive information, disclosure of system vulnerability, public release of vulnerability information, system vulnerability exploitation as well as incident reporting, contacting of law enforcement and forensic investigation.
	SuccessFactors	We have a comprehensive and approved Incident Management Policy and process. Upon the occurrence of a security incident, initial communication is distributed to the appropriate individuals and an escalation process is followed. Upon becoming aware of the incident, measures are promptly taken by the team to resolve the situation. All affected customers should be informed within at most 36 hours of confirming a potential breach in the privacy of their data. Following incident resolution, follow-up is required to ensure that the incident has been resolved effectively and that the threat is no longer present. We are aligned with ISO 27k standards for event and incident management and have formal incident management policies and processes in place. These policies and procedures are tested in the ISO 27k and SOC 2 audits.
VMware	VMware IaaS Services If VMware determines that there has been unauthorized access to, or use or disclosure of, Your Content, or other incident VMware will use commercially reasonable efforts to notify You, taking into account any applicable law, regulation, or governmental request. VMware will provide security incident response (e.g., detection, severity/threat classification, forensics, and resolution) pertaining to management infrastructure over which VMware has direct, administrative, and/or physical access and control, such as the vCloud Hybrid Service servers, storage, applications, and network devices. Documented escalation procedures and a ticketing system are in place to guide employees in identifying, reporting, and responding to system availability issues and related security incidents. This includes an incident response policy to determine severity of an incident and a breach notification process. All alerting and monitoring at the guest OS\VM level is the responsibility of the customer. In the event of a data breach customers will be notified by VMware vCloud Air Global Support Services via their preferred contact means. VMware will provide security incident response (e.g., detection, severity/threat classification, forensics, and resolution) pertaining to management infrastructure over which VMware has direct, administrative, and/or physical access and control, such as the vCloud Air service servers, storage, applications, and network devices. Notification timeframes are agreed upon between VMware and the customer in standard agreements and contracts. Incidents are handled on a case-by-case basis, but typically occur between 24-48 hours after a breach has been confirmed. VMware will provide security incident response (e.g., detection, severity/threat classification, forensics, and resolution) pertaining to management infrastructure over which VMware has direct, administrative, and/or physical access and control, such as the vCloud Air service servers, storage, applications, and network devices.	
FireEye	FireEye has a developed documented process for reporting client notification for regulatory, legal and contractual issues once a breach has been confirmed.	
VirtueStream	Virtustream shall contact customers in accordance with Service Level Agreements (SLA) and contractual obligations. There are two primary Incident types; Security Incidents, where there is a possible breach in systems or data integrity, and Services, where there is in impacted or affected service. Although there is some overlap, generally any security-related incident should be classified as a Security	

	Incident and the response must be managed using the 'Virtustream Information Security Procedure – Security Incident Response Plan'. The purpose of this security incident response plan is to provide general guidance to Virtustream staff- both technical and managerial – to enable quick and efficient recovery from security incidents; respond in a systematic manner to incidents and carry out all necessary steps to correctly handle an incident; prevent or minimize disruption of critical computing services; and minimize loss or theft of sensitive or mission critical information including sensitive credit card data. The plan is also a guide to sharing information with other stakeholder organizations who might be impacted by such security incidents such as the credit card associations and law enforcement. The Security Incident Response Plan (SIRP) provides guidance to prepare for, respond to, and recover from potential incidents. Policy statements surrounding the IR-Plan are provided to ensure continued upkeep and standardized use. The SIRP guidance at the procedural level defines the roles, responsibilities, communication methods and flows, contact information, types of potential incidents, and immediate actions that are to be taken upon an incident's identification, and elaborates with subsequent recovery steps. Virtustream's Incident Response Policy requires the implementation and testing of a generalized plan that adheres to the International Standards Organization 27002 guidance for incident management and response, but meets specific requirements for compliance such as PCI-DSS. The Plan covers the corporate environment associated with Virtustream's IT assets, the local IT resources and the IT resources at Virtustream's Data Center. It consists of a series of guidelines (Incident Response Guidelines or "IRG") that should generally be followed as appropriate for the circumstances as when a security incident occurs or as part of the ongoing maintenance of this plan. As the incident progresses and has more impact (i.e. severity level increases), the escalation process will be used to engage appropriate resources. Incidents should be handled at the lowest escalation level that is capable of responding to the incident with as few resources as possible in order to reduce the total impact, and to keep tight control. The Table below defines the escalation levels with the associated team involvement.

8.6.9 Offeror must describe and identify whether or not it has any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.

CA	APM	AWS EC2 datacenters annually undergo SOC 3 audits.
	MAA	Physical access mechanisms (e.g., access cards, biometric devices, mantraps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the data centers. Portals and mantraps have been installed as anti-tailgating measures in most of data center lobbies. Entry to and exit from the data centers is through either a portal or mantrap where present. In data centers without portals or mantraps, the security officer monitors the entrance to prevent tailgating. Where present, the portal/mantrap bypass doors are only used in the event an individual is unable to use the portal or mantrap in case of emergency. Examples include handicap, phobia, or other restrictions on a case-by-case basis. Tours and emergency data center security operations crews will be permitted to use the portal bypass door, when necessary.
	CA Agile	Physical access mechanisms (e.g., access cards, biometric devices, mantraps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the data centers. Portals and mantraps have been installed as anti-tailgating measures in most of data center lobbies. Entry to and exit from the data centers is through either a portal or mantrap where present. In data centers without portals or mantraps, the security

		officer monitors the entrance to prevent tailgating. Where present, the portal/mantrap bypass doors are only used in the event an individual is unable to use the portal or mantrap in case of emergency. Examples include handicap, phobia, or other restrictions on a case-by-case basis. Tours and emergency data center security operations crews will be permitted to use the portal bypass door, when necessary.
	ASM	Physical access mechanisms (e.g., access cards, biometric devices, mantraps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the data centers. Portals and mantraps have been installed as anti-tailgating measures in most of data center lobbies. Entry to and exit from the data centers is through either a portal or mantrap where present. In data centers without portals or mantraps, the security officer monitors the entrance to prevent tailgating. Where present, the portal/mantrap bypass doors are only used in the event an individual is unable to use the portal or mantrap in case of emergency. Examples include handicap, phobia, or other restrictions on a case-by-case basis. Tours and emergency data center security operations crews will be permitted to use the portal bypass door, when necessary.
AODocs	N/A because all our data is hosted on the Google Cloud Platform infrastructure.	
Virtru	We require 2 Factor and Private Keys to authenticate and Virtrual Private Clouds for purposes of Inter-machine communication	
Salesforce	A customer's instance (org) of Salesforce is an aggregate of the raw data. The data model is very complicated, normalized, and the rows are identified by base62 encoded keys (primary and foreign). Re-establishing data ownership and a business context for the data would be very difficult to do at the database level. In order to reassemble any given customer's application (org), someone would need access to our source code in order to reassemble the raw data in a manner that could be interpreted and understood, and would need the entire set of tapes or disks/arrays supporting a given Instance, as the data for any one customer is spread across several tapes/disks. Data center engineers with physical access to the servers do not have logical access to the production environment and administrators with logical access to the systems do not have physical access to the data centers.	
ServiceNow	ServiceNow's architecture is built on a ServiceNow fully owned operated private cloud. This private cloud hosts the ServiceNow platform and applications that are offered to its customers under a subscription service model. The ServiceNow private cloud operates out of colocation data centers that provide robust physical and environmental controls, with ServiceNow staff exclusively providing the logical management. Access to the private cloud where customer data is hosted is only granted to ServiceNow staff based on their roles and job requirements. ServiceNow does not outsource any function that would give a third party access to customer data. ServiceNow's private cloud is a highly standardized environment from the identically configured cages in the data centers through to the consistent logical infrastructure. This private cloud is home to just ServiceNow, limiting the private cloud's footprint to only those technologies required to support this service. This allows for highly restricted networking rule sets regarding ingress and egress requirements and facilitates the ability for hardened systems, only allowing for the small number of necessary services, protocols and ports to be enabled. A ServiceNow instance represents an isolated logical environment consisting of application nodes in the web application tier and a dedicated database. Each customer will receive at least two instances, a production High Availability (HA) instance and a sub-production instance without HA. Each instance is accessed via a unique Domain name in the form of 'customername.service-now.com' (for a production instance) and 'customername-dev.service-now.com' as a sub-production example.	

	There is no comingling of any customer data between instances and there is no single shared multi-tenant databases, with data from multiple customers stored therein.	
QTS	QTS cloud employs security controls as needed to protect the confidentiality and integrity of the information being transmitted by utilizing Cisco AnyConnect VPN Client with SSL (TLS and DTLS) and IPSec (Internet Key Exchange Version 2 [IKEv2]). DTLS provides an optimized connection for latency-sensitive traffic, such as VoIP traffic or TCPbased application access, TLS (HTTP over TLS/SSL) ensures availability of network connectivity through locked down environments, including those using web proxy servers. IPSec/IKEv2 provides an optimized connection for latency-sensitive traffic when security policies require use of IPSec and complies with applicable federal laws, executive orders, directives, policies, regulations, standards, and guidance. The QTS Federal Cloud Infrastructure (QTS cloud) is divided into two separate, isolated firewalled environments, each having its own security boundaries, which are physically and logically separated. These are the QTS cloud Hypervisor Management Layer and the QTS cloud Service Delivery Layer. QTS cloud's Hypervisor Management Layer management is made available through dynamic FIPS 140-2 validated L2TP/IPSEC or SSL 3. 0/TLS 1. 0 encrypted VPN tunnels, which are authenticated against the RSA SecurID multi-factor authentication security appliances. Once fully authenticated, only a limited RDP session to the physical bastion host (which is also protected by the RSA SecurID multi-factor authentication security appliances) via jump domains is allowed, which prevents the presentation of information systems management related functionality at an interface for general users. QTS cloud's Service Delivery Layer management is also made available through FIPS 140-2 validated L2TP/IPSEC or SSL 3.0/TLS 1. 0 encrypted VPN tunnels, which are authenticated against the RSA SecurID multi-factor authentication security appliances. Connection to the QTS cloud Service Delivery Layer is only available through dedicated site-to-site 140-2 validated L2TP/IPSEC or SSL 3. 0/TLS 1. 0 encrypted VPN tunnels or Trusted Internet Connection (TIC) monitored dedicated datelines to federal customer datacenters, which prevents the presentation of information systems management related functionality at an interface for general users. QTS cloud's Hypervisor Management Layer management is made available through dynamic FIPS 140-2 validated L2TP/IPSEC or SSL 3. 0/TLS 1. 0 encrypted VPN tunnels, which are authenticated against the RSA SecurID multi-factor authentication security appliances.	
SAP	Ariba	The Cisco Secure ASA5555 Firewall is a dedicated firewall appliance that delivers strong security and performance and creates almost no network performance impact. The product enforces secure access between an internal network and Internet, extranet, or intranet links. Ariba uses Cisco Secure ASA5555 Firewall hardware and Cisco Router access lists to control the traffic to and from the Internet, between Ariba Corporate and the Ariba system, and between servers in Ariba. The firewall servers are configured for Fail-Over/Hot Standby Setup. Additionally, Ariba uses internally developed Ariba SafeGuard software to protect customer data from unauthorized Ariba Corporate users, allowing only Ariba Operations personnel access for limited periods of time. Specifically, firewall servers are used in each level of data communication within Ariba: Between the Internet and web servers Between the web servers and the application servers Between the application servers and the database servers

		These ASA5555 Firewall servers allow Ariba Operations to rigorously protect Ariba from unauthorized access, providing full firewall security protection. The Equinix Data Center utilizes an array of security equipment, techniques, and procedures to control, monitor, and record access to the facility, including customer cage areas. All areas of the center are monitored and recorded using CCTV, and all access points are controlled. The Data Center is staffed with 24-hour security officers. Visitors are screened upon entry to verify identity, and escorted to appropriate locations. Access history is recorded for audit purposes.
	Fieldglass	Please see the Fieldglass Security and Hosting Overview provided in the Supplemental Information section of this response.
	Hanna	The fundamental security architecture of the SAP Cloud infrastructure is the principal of a private cloud. Customers receive an isolated, logical grouping of several virtual machines and physical systems in dedicated customer private networks. Customer private networks are segregated from each other using virtual local area networks (VLAN) technology. Customer systems are deployed in the respective customer private network. Though customers are only able to view or access systems within their assigned customer private network. Design of customer private networks has to be defined in a workshop between SAP and the customer. Multiple customer private networks might be required to separate different tier levels or to implement customer data flow restrictions. SAP HANA Enterprise Cloud administrative tasks will be done using management networks. Administrative access to the management networks from the SAP internal networks is only possible using dedicated jump hosts with strong authentication. Security of the SAP internal network including SAP end user equipment is ensured using solutions like network admission control, Intrusion Prevention Systems, network filtering, strong authentication for remote access, internet content filtering, anti-virus scanner.
	SuccessFactors	We serve our customers and end users from secure data centers around the world. Physical security features at these facilities include a 24x7x365 manned security station and biometric and man-trap access controls. The systems at these facilities are protected by firewalls and encryption technology. Operational redundancy features include redundant power, on-site backup generators, and environmental controls and monitoring. We employ a wide range of security features, including two factor authentication, data encryption, encoded session identifications and passwords. Our hosting providers conduct regular security audits of our infrastructure. We also employ outside vendors for 24x7x365 managed network security and monitoring. Every page we serve is delivered encrypted to the end user via a Transport Layer Security or TLS. We also use encryption technology in our storage systems. We continuously monitor the performance of our cloud offerings using a variety of automated tools. The architecture is designed with built-in redundancy for key components. We load balance at each tier in the network infrastructure. We also designed our application server clusters so that

		servers can fail without interrupting the user experience, and our database servers are clustered for failover. We regularly back up customer data. We have implemented a multi-tiered architecture leveraging a strategy of "defense in depth" with 6 tiers of virtual networks (VLAN) for separation at each delivery layer. Network traffic is logged and monitored with live monitoring through an Intrusion Detection System (NIDS), and controlled through a series of switches and routers whereas data must pass through each tier in order to get to the next tier. In addition to Physical (site) security, the logical network stratification includes the following: Tier 1 (External VLAN/firewall) - The first tier consists of the external network and perimeter firewalls. These provide an initial layer of defense and protect the following layers from unauthorized access. Note that port 443 (HTTPS for web traffic) is the only port open. Tier 2 (Internal VLAN/firewall) - A de-militarized zone (DMZ) exists with load balancers. The DMZ provides a second line of defense while the load balancers are the first layer of scalability for the service delivery. The DMZ functions as a ""neutral zone"" between the network and the outside public network. Tier 3 (Web VLAN) - The Web tier presents the User Interface to the application, and separates the application, reporting and utility servers from the other tiers. Tier 4 (Application VLAN) - The Application tier contains the business logic and transaction servers, and is managed through clustered, high availability (HA) servers. Pre-configured as "Pods", additional servers can be added as needed to provide scalability and performance. Tier 5 (Database VLAN) - The database tier is protected by an additional set of perimeter firewalls. The database processing is executed on database servers leveraging a multi-tenant, fully qualified database schema. Tier 6 (Storage VLAN) - Data is persisted to disks with include a Storage Area Network (SAN). Prior to store, data is encrypted by way of data appliance with AES-256 bit encryption.
VMware	VMware IaaS Services At the tenant level firewall services are provided via the vCloud Networking & Security Edge Gateways for customers to configure and maintain. Firewall policies can be used to restrict and manage public/Internet-based traffic and create DMZ zones for multi-tier applications. Firewall policies can also be used to configure access policies between internal IP networks and VxLAN segments. Stateful inspection firewalling can be applied on the external interface of the vCNS Edge Gateway. VMware architects, provisions, monitors and manages the vCloud Hybrid Service infrastructure and surrounding components. As described in the AT 101 (ISO 27001) report, access points such as delivery and loading areas and other points where unauthorized persons may enter the premises are controlled and, if possible, isolated from information processing facilities to avoid unauthorized access. The details of this control are not disclosed publicly. VMware AirWatch We implement multiple security measures to protect hosted servers, including physical and logical controls. Due to FOIA requirements and the competitive EMM marketplace, we cannot provide specific architecture details at this time.	

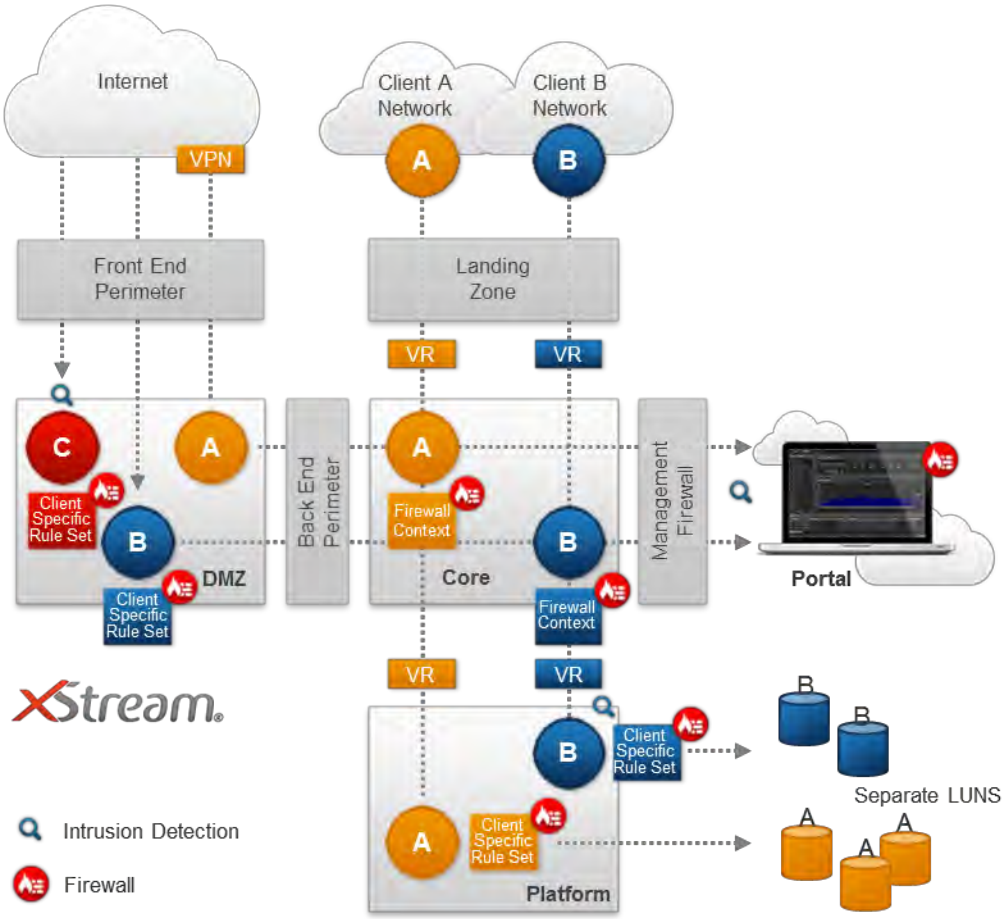
FireEye	High-level architecture diagrams following industry best practices utilizing both virtual and physical controls are available and contained in the SOC 2 report.
VirtueStream	Virtustream utilized a virtual local area network (VLAN) and virtual route forwarding (VRF) to logically segregate all customers in the IaaS environment. Every customer chooses their own IP Address range, as there is no ability to overlap IP Addresses between customers. In addition, every customer is logically separated with Firewall Context with their own rule, where by default everything is denied except specific rule.

8.6.10 Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS).

CA	APM	Only SaaS is provided, network diagram can be provided upon signing NDA
	MAA	Only SaaS is provided, network diagram can be provided upon signing NDA
	CA Agile	These can be provided when a NDA is in place.
	ASM	Only SaaS is provided, network diagram can be provided upon signing NDA
Salesforce	Salesforce offers market leading PaaS and market leading SaaS solutions. Salesforce does not provide IaaS as a direct service offering to our customers, it is an underlying part of our PaaS and SaaS offerings. The Salesforce Platform is built for cloud computing, with multitenancy inherent in its design. To meet the high demands of its large user population, Force.com's foundation is a metadata-driven software architecture that enables multi-tenant applications. Force.com combines several different persistence technologies, including a custom-designed relational database schema, which are innately designed for clouds and multitenancy—no virtualization required. Force.com's core technology uses a runtime engine that materializes all application data from metadata—data about the data itself. In Force.com's well-defined metadata-driven architecture, there is a clear separation of the compiled runtime database engine (kernel), tenant data, and the metadata that describes each application. These distinct boundaries make it possible to independently update the system kernel and tenant-specific applications and schemas, with virtually no risk of one affecting the others. Every logical database object that Force.com exposes is internally managed using metadata. Objects, (tables in traditional relational database parlance), fields, stored procedures, and database triggers are all abstract constructs that exist merely as metadata in Force.com's Universal Data Dictionary (UDD). For example, when you define a new application object or write some procedural code, Force.com does not create an actual table in a database or compile any code. Instead, Force.com simply stores metadata that the system's engine can use to generate the virtual application components at runtime. When you need to modify or customize something about the application schema, like modify an existing field in an object, all that's required is a simple non-blocking update to the corresponding metadata. Because metadata is a key ingredient of Force.com applications, the system's runtime engine must optimize access to metadata; otherwise, frequent metadata access would prevent the service from scaling. With this potential bottleneck in mind, Force.com uses massive and sophisticated metadata caches to maintain the most recently used metadata in memory, avoid performance-sapping disk I/O and code recompilations, and improve application response times.	

	The multitenant architecture and secure logical controls address separation of Customer Data. The Salesforce infrastructure is divided into a modular architecture based on "instances". Each instance is capable of supporting several thousand customers in a secure and efficient manner. Salesforce uses the instance architecture to continue to scale and meet the demands of our customers. There are appropriate controls in place designed to prevent any given customer's Salesforce instance from being compromised. This functionality has been designed and undergoes robust testing through an on-going process by both Salesforce and its customers.	
QTS	The QTS cloud makes use of unique managed service provider architecture layer(s). Information systems, particularly those based on cloud architecture models, are made up of different service layers. The layers of the QTS cloud that are defined in its System Security Plan, and are not leveraged by any other Provisional Authorizations, are: Infrastructure as a Service (IaaS). Note: Please refer to NIST SP 800-145 for information on cloud computing architecture models.	
SAP	Ariba	Ariba recognizes that security is a critical component of effective electronic commerce architecture and takes necessary security measures to protect any information passed between buyers and suppliers. Ariba implements security using a variety of hardware, software, and procedural best practices. Full details about our security mechanisms and procedures are available in Chapter 3 of the Ariba Cloud Technical Infrastructure Whitepaper.
	Hanna	N/A, HANA Enterprise Cloud is a private managed cloud
	SuccessFactors	We understand the critical importance of information protection and recognize the contribution that information security makes to an organization's strategic initiatives and overall risk management. We have implemented security controls and practices designed to protect the confidentiality, integrity, and availability of customer information. We continually work to strengthen and improve those security controls and practices as well. The current best practices associated with information security involve a layered approach, what the industry calls "defense in depth." Regardless of the software delivery model, security cannot be implemented at a single "make or break" point. For a SaaS provider to facilitate data security for sensitive information, it must have a comprehensive, multifaceted security program in place. We take a holistic approach to information security, implementing a multilayered defense at all the touch points in the information flow—both the physical and logical, applied across the database, middleware, application, and network and communication layers—to offer complete data privacy, transparency, and audit controls.
VMware	Compliance Reference Architecture Framework (RAF) that provides a consistent method for VMware, its partners, and customers to assess and evaluate the impact of regulations on virtual and cloud environments. The intent of the RAF is to provide a single framework for VMware, its partners, and organizations to address a variety of compliance requirements across an IT infrastructure. This includes: Product Applicability Guide (PAG), Architecture Design Guide (ADG), and a Validated Reference Architecture (VRA).	
FireEye	High-level architecture diagrams following industry best practices utilizing both virtual and physical controls are available and contained in the SOC 2 Type 2 report.	
VirtueStream	Virtustream Cloud Platform Security (for the Infrastructure-as-a-Service environment) is designed, built, and operated to provide highest level of infrastructure security available. **Proposed State of Utah Security Architecture**	

Figure 1. xStream Enterprise Architecture



State of Utah end users would access the hosted SAP environments via a MPLS connection (Provided by State of Utah). Additionally a VPN connection has been sized at 100Mbps however this can be decreased or increased depending on the exact requirements.

State of Utah end users accessing our enterprise platform would first hit the landing zone in a dedicated virtual local area network (VLAN) and dedicated virtual route forwarding (VRF). The next hop into the enterprise platform is a dedicated firewall (FW) context on a Cisco Firewall services module. After traversing the core, traffic hits another dedicated VRF and drops into the platform network and compute (CPU and Memory essentially a blade server) layer. All traffic is VLAN separated. At each compute host, a hypervisor based firewall and intrusion protection system (IPS) provides a dedicated client rule set to further ensure network security. All traffic transitioning from one zone to another are monitored by Intrusion Detection and Intrusion Prevention systems.

Traffic coming in via the internet hits the front-end perimeter with load balancing modules and multi-context Cisco firewalls. All traffic then passes through intrusion detection system and intrusion protection systems. As in the enterprise compute layer, every host in our demilitarized zone (DMZ) has a hypervisor-based firewall and IPS with dedicated client rule sets. Again, all traffic is VLAN separated as well.

Traffic that needs to traverse from DMZ to the enterprise runs through another dedicated FW context and IDS/IPS.

All of the State of Utah environments and data will be hosted in Virtustream's data centers within the continental United States.

Standard Services used in Virtustream's management environment and in all client environments including the following:

	• All Virtustream employees use Mandatory Strong 2 factor authentication (2FA OTP) Administrative Access to all systems. • Dedicated VLAN network segmentation and dedicated Virtual Route Forwarding (VRF) are used extensively to segregate environments and zones. • Perimeter Firewalls are used to segment internal and external environments as well as segregate security zones. Configuration, monitoring, auditing and logging are included. • Virtual Machine-based Firewall and Intrusion Prevention System (IDS) is installed on every virtual machine in the environment and is protected with Juniper's Security Gateway virtual firewall application and monitored service. Security Services that are standard components for Virtustream's management environment and are Optional Services for client environments including the following: • Managed Two-Factor Authentication ("2FA") is in use for all application systems. • Intel TxT Enabled Servers and Trusted Boot/Bios monitoring with Attestation Server and OS and VM support, including Geolocation and Geofencing according to NIST 7904 guidelines. • Secure operating system (OS) builds based on DoD Secure Technology Implementation Guide (STIG) guidelines are used to build Virtustream's Management and Administration Servers. • Server/File Integrity Monitoring (FIM) is installed in the PCI and VFC clouds. • Patching Regimen: Virtustream patches host servers, network devices, security devices, servers and related services in the Management Network on a specified routine (monthly or quarterly, depending on release schedules), or when there is a CERT or other authorized source of patch that requires immediate attention. Based on urgency and risk of the issue we will schedule the patch as appropriate and use change control. • Scanning regimen: vulnerability scanning is done on a monthly basis with additional 3rd party vulnerability scans done monthly. Additional scans are done when made aware of new vulnerabilities. Issues are classified and addressed according to Risk Classifications and are addressed with ITIL v3 change control processes. • Managed IDS signatures are routinely updated and the logs are monitored. • Anti-Virus is managed on all Management servers in Enterprise, PCI and, VFC clouds. • Logging Service of all servers, network devices, and security devices to a centralized log server system. • Governance Risk Compliance: We use a complete Enterprise Risk Management toolset to manage compliance reporting and continuous monitoring to all of our supported compliance frameworks. Virtustream's facility monitoring systems are complete as per specifications in NIST 800-53r3/4. We use site assessment methodologies and checklists as detailed in NIST 800-42. Our systems and facilities are monitored 24/7 for any exceptions or trends. Our tools, processes and CONUS (Continental USA) personnel monitor network, power, cooling, humidity, water leakage, fire suppression, power systems (utility power, UPS systems and generators) and site access. Virtustream's Physical Access Control Security is designed to protect the confidentiality, integrity, and availability ("CIA") of the cloud platform system and its data with the following security components: • Limited and controlled room access. • Logged and monitored access of all access control events. • Video surveillance and review of all access control events. • Biometric access control required to gain access to the Data Center. • US Data Center staff is limited only to US Citizens.

	• Locked racks and rooms with key log out/in process. • Data destruction policies and procedures. • Asset in/out policy and procedures. Physical access by authorized staff is controlled by badge systems and biometric access systems. All access of any kind is recorded and logged. Access lists are reviewed every 90 days. Employees that do not have a reason to have physical access are removed from our access management systems. Multiple high resolution and IR enhanced CCTV Cameras monitor our datacenters at all egress and ingress points as well as other sensitive areas. Security video footage is stored in a secure area for 90 days. Approved Visitor Access requires VISITOR Badges and bright lanyards that are specifically different from employee badges. Visitors are required to produce and surrender a state or government issued photo ID during the visit, have a pre-approved reason for the visit, and have the escort witness the sign in and out procedure. Visitors are escorted continuously through approved areas of the facility. Visitors are not allowed access to following areas of the data center under any circumstances: • Cloud hosting areas. • Networking and telecommunication areas. • Guard areas. • Power vaults.

8.6.11 Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Offeror's employees who have access to sensitive data.

FireEye	Background verification for employment candidates is a mandatory component of FireEye's hiring process. All personnel are required to sign a confidentiality and non-disclosure agreement agreeing not to disclose proprietary or confidential information including client information to unauthorized parties. Security awareness training program is in place to maintain the skill level of personnel regarding security and privacy expectations and best practices. All FireEye personnel at all levels are trained and notified of information security and privacy requirements and personnel responsibilities.
VirtueStream	Virtustream employees who are assigned to IaaS must pass a Virtustream background investigation. In addition, Virtustream employees assigned to the IaaS must adhere to any requirement by customers to pass federal, state, or local background investigations if they are to provide managed services to the customer zone which includes access to sensitive data.

8.6.12 Describe the security measures and standards (i.e. NIST) which the Offeror has in place to secure the confidentiality of data at rest and in transit.

CA	At CA Technologies, we comply with a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. We ensure the maintenance of vulnerability management programs, implement strong access control measures, regularly monitor and test networks and adhere to the highest industry compliance and security policies. CA offers a variety of SaaS solutions, details for each offering has been provided in Exhibit 1 and 2 of this proposal.
Google	All connections from customer end point devices to Google's Front End Servers are encrypted with enforced HTTPS sessions using Forward Secrecy. Google websites and properties use robust public key technologies: 2048-bit RSA or P-256 ECDSA SSL certificates issued by a trusted authority (currently the Google Internet Authority G2).

	All data in transit between Google's Data Centers traverses across Google's private fiber network using a customized, proprietary encryption technology. Google hard drives leverage technologies like FDE (full disk encryption) and drive locking, to protect data at rest. These methods of encryption are fully managed by Google and Google's Key Management Servers based on 128-bit or stronger Advanced Encryption Standard (AES). Encryption Keys and Ciphers Supported by Google Protocols TLS 1.2 TLS 1.1 TLS 1.0 SSL 3.04 QUIC Cipher suites ECDHE_RSA with AES ECDHE_RSA with 3DES ECDHE_ECDSA RSA with AES RSA with 3DES Signing keys RSA 2048 ECDSA P-256 Hash functions SHA384 SHA256 SHA1 MD5
Salesforce	Government Cloud Encryption Capabilities: As part of the Salesforce Government Cloud, Salesforce is capable of responding to FIPS 140-2 cryptographic implementations for data being transferred between the State's web browser and Salesforce. Data that resides within Salesforce's protected boundary does not use FIPS 140-2 validated encryption as compensating/mitigating controls are in place to protect data. Additional information is provided below. Data In Motion: Salesforce employs cryptographic mechanisms to protect information during transmission. All transmissions between the user and Salesforce are encrypted by default with a 2048- bit Public Key. Our service uses International/Global Step Up certificates. We support one- way TLS, in which customers create secure connections before sharing private data. Secure routing and traffic flow policies ensure that customer traffic is encrypted entering Salesforce until the load balancer decrypts the traffic. The load balancers decrypting the traffic are FIPS 140-2 compliant and are located inside of the Salesforce Government Cloud isolation boundary. Data At Rest: NIST SP 800-53 Rev. 4 states in SC-28, "Information at rest refers to the state of information when it is located on a secondary storage device (e.g., disk drive, tape drive) within an organizational information system." SC-28 also states, "Organizations may choose to employ different

	mechanisms to achieve confidentiality and integrity protections, as appropriate." All secondary storage media (hard drives, disk drives, and tapes) containing customer data are maintained within Salesforce's secure production data centers until the media has been sanitized and destroyed. Salesforce relies on physical access controls as a compensating control to protect the data. For primary data storage, Salesforce provides customers with a built-in capability to apply field-level encryption, using 128-bit keys with AES encryption, for a selection of custom fields included in the Force.com Platform and Salesforce Services. Field-level encryption ensures the data associated with designated fields is encrypted in storage.	
SAP	Ariba	Sensitive data elements, including PCI Primary Account Numbers and system account parameters for internal application communications, are stored in Ariba databases encrypted by the AES (Advanced Encryption Standard) and Triple DES (Data Encryption Standard) encryption algorithms with a minimum key length of 128 bits. Encryption technology is also applied for the client connection to the Web site and to the hosted application passwords in storage. Customer user passwords are one way hashed using SHA256 and salted with random data. Limited Ariba Operations personnel have data query access and monitoring rights for the Ariba Hosting program.
	Fieldglass	
	Hanna	SAP provides for enterprise-grade and industry-standard security. SAP HANA Enterprise Cloud datacenters are enterprise-class security with enterprise-class protection including data encryption, network encryption, firewalling, network isolation, and intrusion detection. HANA data is protected in multiple different ways. SAP HANA Enterprise Cloud is a managed cloud service that employs either a VPN or MPLS connection for transit. By default VPN is encrypted and MPLS can be encrypted. The customer procures the method of connection. At installation, HANA data can be encrypted using a feature called Data Volume Encryption. This encryption protects data in the persistence layer. Storage volume access is restricted to the customer account that created the volume, thus denying all other customer accounts the permission to view or access the volume that includes data isolation, masking, zoning and Logical Unit (LUN) binding. Strict user and access management, authorization management according to the need-to-know principle for administrative accounts, and security logging and security monitoring for critical activities or access, also protect data stored in HANA.
	Hybris	The Hybris platform uses SSL (https) for both the web application tier (browsers and WebService APIs) as well as communicating with back office systems. Data at rest is something that has to be taken into consideration in the application requirements by the partner/customer or PS teams. If encryption is required the application teams need to work on implementing the methods to encrypt and secure the data, for example encrypting data fields in the database.
	SuccessFactors	Each customer's data is maintained in a separate database schema eliminating data segmentation breaches. Each schema has separate authentication credentials and assigned resource profile to restrict access rights and resource consumption. Encryption for data at rest uses the AES256 cipher. All application access is encrypted-in-transit over HTTPS with 128-bit TLS encryption.

FireEye	At rest: Data are collected using automated batch and real-time processes and by manual personnel-driven actions via an Analyst facing Portal. Any information that is collected may be stored temporarily within appliances attached to our customers' networks and may subsequently be transmitted back to one or more FireEye datacenters. Data transmitted from a customer's network to a datacenter travels over a strong encryption Virtual Private Network ("VPN") established by the appliances. At transit: FireEye's network sensors are configured to collect full packet capture of customer network streams, including those originating from or destined to potentially malicious IP addresses, matching signature-based network indicators of compromise, results of domain name lookups, and full e-mail messages including headers, content and attachments. This information is primarily stored on-site on the appliances and only meta data matching FireEye / Mandiant indicators of compromise are sent to FaaS.
VirtueStream	Virtustream's use of Intel® Trusted Execution Technology (Intel® TXT), a hardware-root of trust security feature, and Intel® AES-NI encryption acceleration helps secure and protect virtualized environments against malware and provides more of the critical infrastructure and data protection assurances needed to enable trusted multi-tenancy in the cloud. Virtustream offers solution for data-at-rest and data-in-transit encryption solution for our customers as optional service, as most of our customer environment is only accessible via private network and only to the internal users of the customer. Solutions available to our customer as follows. 1. IPSEC VPN Tunnel for data-in-transit and 2. VM level encryption for files and databases 3. Encrypted Backup (all backups are encrypted by default) The technologies of encryption available throughout the entire data lifecycle and all are FIPS 140-2 compliant. a) DB and File System Encryption b) Encrypts file system and volume data transparently to: i) Applications ii) Databases iii) Storage Infrastructure c) Integrated Key Management d) High Efficiency Encryption i) Centralized Key Management ii) Policy Management iii) Detailed Auditing iv) Highly Available v) FIPS 140-2 Certified Hardware Appliance vi) Very Low Encryption Penalty due to Intel AES-NI enabled chip sets used e) Encryption of Virtual Machine, OS and App i) Integration of SafeNET Protect-V ii) Logging of all image access f) Encryption in Archive g) Implements Encryption, Access Control, Auditing on Host (LUW) h) Kernel Level Driver – Win i) File System – Unix/Linux j) Support for file systems and raw partitions k) Highly efficient block encryption

8.6.13 Describe policies and procedures regarding notification to both the State and the Cardholders of a data breach, as defined in this RFP, and the mitigation of such a breach.

CA	CA Technologies abides to contractual requirements for notification, in addition to working with legal to ensure compliance with regulatory requirements. There may be cases where incident analysis completion is a requirement for confirming the breach, and / or its impact and data leakage boundary. Prior to completion of this activity, CA may not have the needed conclusions for customer communication. Once subscriber data has been identified as part of the investigation, said subscribers will be notified as soon as possible and not longer than 5 days. A report of the incident will be available and distributed to clients within 30 days. Please note that none of the offerings proposed as considered payment products and are not intended for use of storage of cardholder data.	
Google	Google will take and implement appropriate technical and organizational measures to protect Customer Data against accidental or unlawful destruction or accidental loss or alteration or unauthorized disclosure or access or other unauthorized processing. If Google becomes aware of a Data Incident, Google will promptly notify Customer as permitted by law of the Data Incident, and take reasonable steps to minimize harm and secure Customer Data. Notification(s) of any Data Incident(s) will be delivered to the Notification Email Address provided by the Purchasing Entity in connection with the Agreement or, at Google's discretion, by direct communication (e.g., by phone call or an in-person meeting).	
Salesforce	Salesforce will promptly notify the State (within 48 hours, reflected in a negotiated agreement between the parties) in the event Salesforce becomes aware of an actual or reasonably suspected unauthorized disclosure of Customer Data. Notification may include phone contact by Salesforce support, email to the State's administrator and Security Contact (if contact is submitted by State and contact information is kept up to date), and public posting on trust.salesforce.com.	
SAP	Ariba	Ariba has developed a computer security incident response team. Following policies and procedures, this team responds to suspected security incidents to mitigate risks and damage. The team conducts response and forensic analysis of systems and network traffic. This information can be used to assist with prosecution if a security breach is detected and the offender caught.
	Fieldglass	SAP Fieldglass' security team is responsible for managing security incidents and all communication is conducted via the respective account managers to ensure timeliness. The process is defined within the Incident Response Management Standard. Customers are notified of an incident within 48 hours.
	Hanna	SAP will notify via defined communication channels within 36 hours of a confirmed data security breaches to the affected customers. The report will detail the following information: • Details relating to the security incident that has occurred, known at the time of notification. • IT infrastructure and/or application affected by the security incident. • Overview of the performed mitigation actions to restore the security, documented within the incident report form. • All further applicable requirements by country regulations "on obligation to notify" will be met.
	Hybris	Since we do not allow for CC data to be transmitted, stored or processed in our environment, we regularly scan the customer environment in case this is done without our consent. However, we do have a CSIRP in place, in which we would notify the customer and our internal Forensics team in the event that a customer environment should be breached.
	SuccessFactors	Upon the occurrence of a data breach, initial communication is distributed to the appropriate individuals and an escalation process is followed. Upon

		becoming aware of the incident, measures are promptly taken by the team to resolve the situation. All affected customers should be informed within at most 36 hours of confirming a potential breach in the privacy of their data. Following incident resolution, follow-up is required to ensure that the incident has been resolved effectively and that the threat is no longer present. We are aligned with ISO 27k standards for event and incident management and have formal incident management policies and processes in place. These policies and procedures are tested in the ISO 27k and SOC 2 audits.
FireEye	FireEye has a documented policy for incident management that has been approved by management and communicated to appropriate constituents and owners. It is continuously maintain and reviewed annually. The plan has a reporting structure and escalation path. An incident response team with defined roles and response related qualifications are available 24x7x365. The team maintains chain of custody for evidence during the incident investigation. There is a process for reporting client notification for regulatory, legal and contractual issues after a breach if a breach were to be confirmed. If a confirmed breach were to occur a management team would review all the factors and develop a remediation plan to mitigate.	
VirtueStream	There are two primary Incident types; Security Incidents, where there is a possible breach in systems or data integrity, and Services, where there is in impacted or affected service. Although there is some overlap, generally any security-related incident should be classified as a Security Incident and the response must be managed using the 'Virtustream Information Security Procedure – Security Incident Response Plan'. The purpose of this security incident response plan is to provide general guidance to Virtustream staff- both technical and managerial – to enable quick and efficient recovery from security incidents; respond in a systematic manner to incidents and carry out all necessary steps to correctly handle an incident; prevent or minimize disruption of critical computing services; and minimize loss or theft of sensitive or mission critical information including sensitive credit card data. The plan is also a guide to sharing information with other stakeholder organizations who might be impacted by such security incidents such as the credit card associations and law enforcement. The Security Incident Response Plan (SIRP) provides guidance to prepare for, respond to, and recover from potential incidents. Policy statements surrounding the IR-Plan are provided to ensure continued upkeep and standardized use. The SIRP guidance at the procedural level defines the roles, responsibilities, communication methods and flows, contact information, types of potential incidents, and immediate actions that are to be taken upon an incident's identification, and elaborates with subsequent recovery steps. Virtustream's Incident Response Policy requires the implementation and testing of a generalized plan that adheres to the International Standards Organization 27002 guidance for incident management and response, but meets specific requirements for compliance such as PCI-DSS. The Plan covers the corporate environment associated with Virtustream's IT assets, the local IT resources and the IT resources at Virtustream's Data Center. It consists of a series of guidelines (Incident Response Guidelines or "IRG") that should generally be followed as appropriate for the circumstances as when a security incident occurs or as part of the ongoing maintenance of this plan. As the incident progresses and has more impact (i.e. severity level increases), the escalation process will be used to engage appropriate resources. Incidents should be handled at the lowest escalation level that is capable of responding to the incident with as few resources as possible in order to reduce the total impact, and to keep tight control. The Table below defines the escalation levels with the associated team involvement.	

8.7 Migration and Redeployment Plan

8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.

The end of life activities for each Purchasing Entity will vary based on the type of service they are currently using and the service that they will be moving too. All Purchasing Entities will be notified in advance of any end of life service so that the Purchasing Entity can work with Carahsoft and the service providers to develop a plan exporting and transitioning data.

8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.

At all times during the course of the Service, the Purchasing Entities will have access and ownership of their data. The Purchasing Entity is free to download or access the data through a variety of means based on the service at any time during their service period.

8.8 Service or Data Recovery

8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.

a. Extended downtime.

CA	APM	If unable to resolve in a timely manner, all customers will be notified via email to the registered admin
	MAA	Customers are kept abreast with progress during incidents, including outages. CA utilizes best-of-breed notification system which enables customer contacts to self-subscribe to different types of notifications that they would be interested in. A DR plan has been created should the extended down time result in DR declaration.
	CA Agile	We would failover to our warm data center in order to restore access to the application as quickly as possible. This is done according to our Disaster Recovery Plan
	ASM	If unable to resolve in a timely manner, all customers will be notified via email to the registered admin. Failover from the primary to DR site may be utilized if the extended amount of time warrants declaration of DR.
Google	Due the redundant nature of the Google infrastruture there is no expectation of any extended downtime. If a data center in use by any of your end users suffers a catatrophic failure, Google's dynamic health monitoring would just reroute the session to a different data center.	
AODocs	All the AODocs data is hosted on the Google Cloud Platform infrastructure. AODocs does not manage any physical infrastructure. Due the redundant nature of the Google infrastruture there is no expectation of any extended downtime. If a data center in use by any of your end users suffers a catatrophic failure, Google's dynamic health monitoring would just reroute the session to a different data center.	
Virtru	Notify users that Virtru service is unavailable, and recommend that they use their offline encryption tools and backups to perform emergency functions.	
Salesforce	Salesforce has maintained high levels of availability across all Salesforce instances since inception. As the only on-demand vendor to provide daily service-quality data on a public Web site (http://trust.salesforce.com), Salesforce proves that we are the leader in availability. And by making its track record completely transparent, Salesforce proves we are worthy of our customers' trust. To ensure maximum uptime and continuous availability, Salesforce provides the best	

	redundant data protection and most advanced facilities protection available, along with a complete data recovery plan—all without affecting performance. Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. Live and historical statistics on the Salesforce system performance are publicly published at http://trust.salesforce.com/trust/status. The persistence layer underlying Salesforce Platform is proven database technology that powers all of Salesforce's products today, serving more than 150,000 organizations and over 4 billion transactions per day with an average request response time of less than .25 seconds, all with an average up time of 99.9+ percent.
ServiceNow	ServiceNow's data centers and cloud-based infrastructure have been designed to be highly available. All servers and network devices have redundant components and multiple network paths to avoid single points of failure. At the heart of this architecture, each customer application instance is supported by a multi-homed network configuration with multiple connections to the Internet. Production application servers are load balanced within each data center. Production database servers are replicated in near-real time to a peer data center within the same geographic region. ServiceNow leverages this Advanced High Availability (AHA) architecture for customer production instances in several ways: •In the event of the failure of one or more infrastructure components, service is restored by transferring the operation of customer instances associated with the failed components to the peer data center. •Before executing required maintenance, ServiceNow can proactively transfer operation of customer instances impacted by the maintenance to the peer data center. The maintenance can then proceed without impacting service availability. This approach means that the transfer between active and standby data centers is being regularly executed as part of standard operating procedures – ensuring that when it is needed to address a failure, the transfer will be successful and service disruption minimized. RTO is 2 hours. RPO is 1 hour. See the "ServiceNow Security, Operations, and Compliance White Paper" included with this response for more information.
QTS	In the rare instance of failure of the commercially-delivered electrical power, back-up systems at each QTS data center start instantaneously. Batteries provide power for the first 12-15 seconds while on-site diesel generators spin up to synchronize their output with the battery-supplied feed. Once on-line, the generators can supply power indefinitely, and the IT equipment on the data floor as well as critical infrastructure components are all unaffected. While the basics of reliable power seem simple, none of this is taken for granted. Battery banks are sized to provide 15 minutes of power, well beyond the 15 seconds that it typically takes generators to come on line. Inspections are conducted daily and quarterly to ensure that the battery banks are prepared at all times. The diesel generators are inspected by running them each month to circulate and condition the fuel, then running them annually under the full simulated load of the current IT equipment on the data center floor. Factory technicians inspect and maintain the generators semi-annually. Quantities of fuel sufficient to support 48-72 hours of

	operation without resupply are stored on-site, and re-supply contracts are in place with multiple providers to have fuel delivered as soon as the generators come on line.	
SAP	Ariba	Ariba has implemented two sites within each region. In North America the sites are currently located in San Jose, California and Sterling, VA. In Europe the sites are located in St. Leon-Rot, Germany and Amsterdam, Netherlands. The act of failing over from one site to another has a design goal for its Recovery Time Objective (RTO) of no more than four hours. The design goal for the Recovery Point Objective (RPO) is five minutes. Disaster recovery options are included for all Ariba Cloud Services. In the event of a fail-over to the disaster recovery site, no customer changes are required as all URLs that customers use to reach the applications will continue to work. Ariba will notify customers via their email addresses in the event of unplanned downtime. Internally, Ariba uses a documented system recovery plan that outlines the approach and steps for recovering the applications. This document defines roles and responsibilities in the event of disaster: Local Ariba staff maintains the hardware remotely. Ariba maintains the application software. Processes are in place to keep database and fileservers in sync between primary and backup data centers. The failover process of all parts of the infrastructure is automated. In the event of a catastrophe, Ariba will declare the primary data center "down" and locally the script will be run to switchover and start the applications at the remote data center. Ariba tests power outage backup scenarios and the Disaster Recovery Plan on a periodic basis to ensure it is up-to-date, successful, and effective.
	Fieldglass	Customers are notified of unscheduled downtime immediately via email. Updates are frequently emailed out until the issue has been resolved. Customers are notified of scheduled downtime 5 days prior via email.
	Hanna	In case of a disaster depending on the infra & technical architecture defined during HEC technical assessment workshop, systems could fail over to HA node. If DR (optional offering) is selected, the systems could move to secondary DC that where contracted with a DR option & HEC declaring DR. Regular system downtime for patching etc. is planned in advance with the customer and typically follows customers maintenance schedules.
	Hybris	SAP Hybris offers continuous 24/7 systems monitoring in-place, which automatically notifies you, SAP Hybris support and optionally your designated implementation partner in the event of any monitored system problem. Tools used for monitoring include HP Sitescope and Nagios. This service ensures quick response times to emergency problems. Standard monitors are in place for basic site availability. Customer can utilize additional 3rd party monitoring services should it wish to add additional monitoring. Upon request, monthly or quarterly reviews are offered to review performance over the period. When a system problem occurs, in addition to monitor alerts sent to the customer, SAP Hybris support may send emails to a designated customer notification email address to provide status, updates or further detailed information. In addition, a support ticket would be created which would include such information.
	SuccessFactors	Our infrastructure architecture is designed with high availability in mind, and engineered for resiliency. All major components are redundant, including power, HVAC, fire suppression, and the physical components of our network. Production data centers have strict access controls, and are continuously

		staffed and monitored to help prevent acts of sabotage or vandalism. All production data centers are ANSI/EIA/TIA-942Tier III/IV facilities, and are ISO 27001 certified. Production data centers are also geographically dispersed to help prevent a single event from affecting more than one data center. In the event a production data center has an outage we failover to an alternate data center in the same geographic region to minimize impact to customers. Our Cloud Operations teams are also geographically dispersed, working in offices in the US, Europe, South America, and India. Should an office be impacted by an environmental event or pandemic, other offices can continue operations. Aspects of the plan are described in the SOC reports, Disaster Recovery Plan ("DRP") and Business Continuity Plan ("BCP") solutions are dependent on several factors. The customer may be responsible for parts of the recovery/continuity activities.
VMware	VMware vCloud Air leverages proven VMware High Availability technology to minimize the risk of extended downtime. In the unlikely event that an extended outage does occur, VMware will support guide the customer's efforts to restore services to an alternative vCloud Air or vCGS datacenter. We will also provide remedies in the form of service credits as outlined in the following VMware vCloud Air, vCGS, Vmware AirWatch and VMware Identity Manager SLAs.	
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.	
VirtueStream	In the event of extended downtime affecting production systems, Virtustream and customer would jointly evaluate the situation and mutually decide on failover declaration, whereby Virtustream would then execute the failover plan to restore customer operations to the secondary data center.	

b. Suffers an unrecoverable loss of data.

CA	APM	Customer data is isolated within dedicated schemas with nightly backups. The maximum data loss would be the previous 24hrs.
	MAA	MAA data is backed up fully daily. The maximum data loss would be the previous 24hrs.
	CA Agile	We have implemented a physical standby database in both hot/Live site as well as warm/standby sites using Oracle Data Guard with real-time apply to achieve the stated recovery objectives.
	ASM	Customer data is isolated within dedicated schemas with nightly backups. The maximum data loss would be the previous 24hrs.
Google	Google performs real time data replication to avoid unrecoverable data loss. Customers that configure the retention policies in Google Apps Vault can ensure that end users can not inadvertently or maliciously delete email in advance of any defined retention schedules.	
AODocs	AODocs data are stored in Google AppEngine and Google Drive: - The data stored in Google AppEngine are backed up every day. The application is hosted on Google Cloud Platform infrastructure and benefits from the network security described in this whitepaper: https://cloud.google.com/files/Google-CommonSecurity-WhitePaper-v1.4.pdf - Data stored in Google Drive is managed by Google within its multiple servers location. Altirnao does not manage this infrastructure. Google Drive can be backed up by third party tool such as Backupify.	

Virtru	Notify users that data within Virtru is unavailable, and recommend that they use their offline encryption tools and backups to perform emergency functions.	
Salesforce	To maximize availability, the service is delivered using multiple world-class data centers supporting primary and replicated disaster recovery instance, plus a separate production-class lab. The infrastructure utilizes carrier-class components designed to support millions of users. Extensive use of high-availability servers and network technologies, and a carrier-neutral network strategy, help to minimize the risk of single points of failure, and provide a highly resilient environment with maximum uptime and performance. The Salesforce services are configured to be N+1 redundant at a minimum, where N is the number of components of a given type needed for the service to operate, and +1 is the redundancy. In many cases, Salesforce has more than one piece of redundant equipment for a given function.	
ServiceNow	Please see our response for 8.8.1a	
QTS	QTS cloud developed a OPS_POL_54_QTS-FC_Contingency_Planning_Policy (v1.2 – 2/6/14), detailing the policies, procedures, roles and responsibilities of key personnel in the event of an emergency and/or disaster.	
SAP	Ariba	Our SLA provides tenant remuneration for losses they may incur due to outages within the infrastructure.
	Fieldglass	The maximum data loss timeframe is guaranteed to be less than three hours; however, offsite backups are performed every 15 minutes so the timeframe is actually much shorter.
	Hanna	Data loss is defined by RPO & RTO. HEC has a maximum RPO of 30 mins & RTO of 12 hours.
	Hybris	For a cloud solution, data backup and restore is handled by SAP. SAP shall follow its archiving procedures for Customer Data as set out in the SAP Hybris Commerce, cloud edition Services Description. In the event of any loss or damage to Customer Data, SAP shall use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back- up of such Customer Data maintained by SAP in accordance with the archiving procedure described in its SAP Hybris Commerce, cloud edition Services Description. SAP shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, (except those third parties sub- contracted by SAP to perform services related to Customer Data maintenance and back-up).
	SuccessFactors	Our SLA provides tenant remuneration for losses they may incur due to outages within the infrastructure.
VMware	VMWare IaaS Services As discussed in detail in section 8.8.2.1.a below, VMware IaaS services are architected to minimize the risk of unrecoverable data loss. In addition option services such as vCloud Air Data Protection can be leveraged to further mitigate any risk. VMware's vCloud Air policy regarding data loss can be found in the vCloud Air Terms of use. VMware's vCloud Government Service policy regarding data loss can be found in the vCloud Government Service Terms of Service AirWatch Hosted Services AirWatch Business Continuity and Disaster Recovery strategies include data and hardware redundancy, network configuration redundancy and backups, and robust, regular testing exercises. AirWatch features active-passive configurations for high availability and redundancy with all components made to failover with minimal downtime. Load balancing capabilities are deployed across multiple data centers to ensure timely server recovery. AirWatch also incorporates replication technology featuring SQL log shipping or network SAN byte replication to prevent data loss.	

	• Due to FOIA restrictions and the competitive nature of the EMM marketplace, we cannot provide specific details regarding recovery strategies or timelines.
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.
VirtueStream	Multiple copies of customer data exist in multiple datacenters – in the primary datacenter, there is the production copy and a local backup. The local backup is replicated to a secondary datacenter and the production datastores associated with coreVM's are also replicated at regular intervals to the secondary datacenter. If NASPO feels that additional steps/redundancy are required to maintain recoverability, Virtustream is open to discussion.

c. Offeror experiences a system failure.

CA	APM	Disaster to the CA Technologies corporate network in New York will not affect customers' service. Secondary services, such as domain name services will be routed through the secondary CA Technologies network in Illinois. CA has a BCP plan in place to direct its services. The SaaS environment is separate from the CA corporate network and a service specific disaster recovery plan is in place.
	MAA	Customers would be notified in advance, and given ample time to retrieve their data.
	CA Agile	We enable all of our employees with the ability to be able to work remotely and provide remote network access to ensure business functions can continue. All corporate infrastructure has redundate systems that can be utilized in the event of failure.
	ASM	Customers would be notified in advance, and given ample time to retrieve their data manually or via the ASM API.
Google	Google's corporate network is separate from it's production infrastructure. Google is a global organization that has support personnel located at key office installations and tests our business continuity programs annually. These tests are to validate that if corporate headquarters is off the grid that criticial business functions can be picked up by other staff.	
AODocs	AODocs runs 100% over Google's Cloud Platform infrastructure that is naturally redundant, and all AODocs internal systems such as technical support, email, collaboration, source code hosting, etc are run on cloud based services. AODocs personnel can work from any physical location without any business disruption and they do work from remote locations on a regular basis. If one of the AODocs facilities were to be temporarily unavailable due to a natural disaster, AODocs personnel would be able to perform their work without significant interruption.	
Virtru	Notify users that Virtru is or will be permanently unavailable, and recommend that they use their offline encryption tools and backups to perform emergency functions.	
Salesforce	Please see response to items a. and b. above and d. and e. below. Salesforce has documented Disaster Recovery and Business Continuity plans for critical business functions. The Disaster Recovery and Business Continuity plans are tested at least annually. A post mortem documenting the results of the disaster recovery tests can be provided to customers with a signed NDA in place. Business continuity plans are updated each year, including the list of business processes, recovery time objectives, and key resources. Senior management is included in this process. Business continuity plans are exercised on an annual basis. Action items and lessons learned are tracked from each incident and exercise conducted. Action items are prioritized and tracked until	

	closed. Salesforce has developed additional procedures, processes and plans, including a Pandemic plan. Salesforce also recommends customers also devise their own backup strategy for their data, as there is a fee for customers to request for restoration from Salesforce backups. Salesforce provides multiple ways for our customers to obtain periodic backups of its data. We offer a weekly export service (WES) for those customers requiring a local backup copy of their data or a data set for import into other applications (such as an ERP system). Salesforce also supports data replication, which allows customers to store and maintain a local, separate copy of their organization's Salesforce data including the META data (logins, etc.) for specialized uses, such as data warehousing, data mining, custom reporting, analytics, and integration with other applications. Data replication provides customers with local control and the ability to run large or ad hoc analytical queries across the entire data set.	
ServiceNow	Please see our response for 8.8.1a	
QTS	QTS has established an alternate processing site including necessary agreements to permit the resumption of information system operations for essential missions and business functions within [Assignment: organization-defined time period consistent with recovery time objectives] when the primary processing capabilities are unavailable. The QTS cloud hosting facilities in Richmond, VA (RIC1) and Atlanta, GA (ATL1) have agreements with each other to restore services in the event that one of the sites becomes unavailable. Both facilities are QTS managed facilities and are always available to meet the recovery time and recovery point objectives for the system. Agreements are in place to allow QTS to access resources at the alternate processing site physically and via the QTS client network. Richmond and Atlanta Datacenters are independently operated datacenters that offers disaster recovery services to customers. The contingency approach ensures that hardware and software components needed for recovery efforts are already at the alternate facility. QTS ensures that equipment and supplies required to resume operations are available at the alternate site or contracts are in place to support delivery to the site in time to support the organization-defined time period for resumption. Network circuits, networking infrastructure, storage, virtual servers, and management components required to resume operations are available and configured at the alternate site.	
SAP	Ariba	"Ariba modules automatically persist object state to the underlying relational database as users work. When a user performs a significant action, for example, adding an item to an order, performing an approval, etc., the Ariba application tier is aware of the change and automatically saves the relevant object state to the database. This provides transparent persistence of the user's work without the user having to “save” or “submit” changes to avoid losing work in the event of failure or session timeout. This in turn means that the loss of any connections between the tiers or failure of one of the tiers will not leave data in an inconsistent state. While object data is cached in the middle tier for performance, the official record is stored in the database to avoid any potential data loss or corruption. This means that recovery for Ariba modules is implicit and automatic. When the modules start, they retrieve the state of the various business objects from the underlying database as needed for user sessions. If an Ariba module fails, there is no special application recovery process other than restarting the module. The Ariba module will automatically connect to the database and as clients login and commence working, all required business object data will be retrieved from the database."

	Fieldglass	Fieldglass' business continuity program (BC Program) was established to ensure that, after a complete disruption of its Chicago and/or Naperville, Illinois offices, all employees and the functions for which they are responsible, are capable of continued operations in less than one business day. This includes office space as well as all equipment and supplies needed to continue its operations without an interruption in customer services. Fieldglass' BC Program is integrated into all facets of the company due to the criticality of the product that it sells and supports. As such, representatives from all areas of the company are responsible for ensuring that they are familiar with their duties and responsibilities during a disruption and how to recover their areas after the disruption occurs.
	Hanna	Service Level Credits Where SAP fails to meet a Service Level, SAP will be liable to Customer for the corresponding Service Level Credit as set out in this section. The Service Level Credit is calculated as the sum of the Service Level Credits for both DEV/QAS and PRD for the TA Service Level defined in section 5.1 above. SAP will deduct the amount of any Service Level Credits owed to Customer from the next invoice (or, if there is no such invoice, by bank transfer to such bank account as Customer may specify in writing). Customer agrees that under no circumstances will the total maximum Service Level Credits: (i) for any one month, exceed 100% of the Service Fee for that month; and, (ii) for any given contract year, exceed in the aggregate an amount equal to one- third of the annual Service Fee charged for the contract year (or one third of the total Service Fee charged if the Term as defined in the applicable Order Form is less than one (1) year). Customer acknowledges that the Service Level Credits defined hereunder are the sole remedy for SAP's failure to meet the specified Service Level. 5.6 Termination for Service Level Failure Customer may terminate the applicable Order Form with thirty (30) day's termination notice in writing to SAP, if SAP misses a Service Level as specified in this Supplement for three (3) months in sequence. Customer may exercise this termination right only within thirty (30) days after receipt of the respective Service Level report that documents the applicable Service Level failure that would cause such termination right to accrue in Customer.
	Hybris	SAP isn't likely to go out of business in the near future. However, our contract states the following: Upon expiration or termination of the Agreement, SAP may destroy or otherwise dispose of any of Customer Data in its possession unless SAP (i) is requested by Customer to extend the term of the Order Form as permitted in the Order Form to allow Customer to retrieve Customer Data, or (ii) receives, no later than thirty (30) days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of the Customer Data. SAP shall use reasonable commercial efforts to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request, provided that Customer has, at that time, paid all fees and charges outstanding and owed at termination. Customer shall pay all reasonable fees and expenses incurred by SAP in returning or disposing of the Customer Data.

VMware	AirWatch Hosted Services AirWatch Business Continuity (BC) strategies include clear policies and procedures as well as robust, regular testing exercises. Our BC recovery strategies for support and maintenance include provisions for workforce mobility, secondary support locations, and defined leadership roles and responsibilities for all recovery staff. • Multiple Support Locations – AirWatch maintains a Global Support Team, which spans multiple offices around the world. This ensures that if a disaster occurs at one of our offices, our remaining Support Team members can provide assistance to our customers. • Mobile Workforce – Should an AirWatch office become inaccessible, all AirWatch employees are equipped with laptops and can access necessary internal resources. • Defined Leadership – During a disaster, roles and responsibilities are assigned to key personnel, and a recovery manager provides leadership and documents the continuity process. Additionally, emergency contact numbers for key personnel are provided for all vendors and support staff.
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.
VirtueStream	Virtustream has built redundancy into all layers of the physical infrastructure in order to deliver SLAs up to 99.999% and mitigate the risks of a system failure. Additional levels of protection include regular system backups (stored locally and replicated offsite) as well as automatic storage replication to a secondary data center to facilitate the ability to restore operations in the event of a system failure.

d. Ability to recover and restore data within 4 business hours in the event of a severe system outage.

CA	APM	CA provides an SLA of 99.8% uptime, which can result in unforeseen outages of ~1.5 hours per month. In the event of a failure to meet a SLA threshold , Customer is entitled to a number of days of credit.
	MAA	Using DB clustering technologies, multiple copies of data are maintained helping in recovery of the data.
	CA Agile	We can meet this requirement.
	ASM	Data is replicated from the primary (production) to secondary (DR) continuously. In the event of catastrophic loss of live data a failover to the DR site would be necessary.
Google	Google's RTO is zero.	
Virtru	See 'Virtru Incident & Breach Policy'	
Salesforce	Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, and backed up at the primary data center. Backups are performed daily at primary data center facility without stopping access to the application. For business continuity purposes, Salesforce supports disaster recovery with a dedicated team and a 4 hour recovery point objective (RPO) and 12 hour recovery time objective (RTO). Additional details can be provided with the execution of an NDA between Salesforce and your Agency.	
ServiceNow	Please see our response for 8.8.1a	
QTS	As defined in QTS OPS_POL_54_QTS-FC_Contingency_Planning_Policy (v1.2 – 2/6/14), QTS cloud has identified the following potential accessibility problems: • Network Outage – Short Term • Network Outage – Long Term • Facility Power or Environmental Outage – Short Term	

	• Facility Power or Environmental Outage – Long Term • Serious Facility Damage – Short Term • Serious Facility Damage – Long Term or Permanent Both the RIC2 and ATL1 QTS cloud Infrastructure is an Active/Active system and can operate independently of each other indefinitely. If QTS cloud determines that any single event (network, power, facility damage) presents a long-term threat, QTS immediately conducts an emergency meeting and plan to remedy or relocate infrastructure to a viable facility."	
SAP	Ariba	Ariba has implemented two sites within each region. In North America the sites are currently located in San Jose, California and Sterling, VA. In Europe the sites are located in St. Leon-Rot, Germany and Amsterdam, Netherlands. The act of failing over from one site to another has a design goal for its Recovery Time Objective (RTO) of no more than four hours. The design goal for the Recovery Point Objective (RPO) is five minutes.
	Fieldglass	Fieldglass offers the following: • RTO = No more than 48 hours • RPO = No more than 6 hours. Warm site replica with 100% processing power of original site. Disaster recovery site can run without need from resumption.
	Hanna	See our RTO and RPO info below
	Hybris	For a cloud solution, data backup and restore is handled by SAP.SAP shall follow its archiving procedures for Customer Data as set out in the SAP Hybris Commerce, cloud edition Services Description. In the event of any loss or damage to Customer Data, SAP shall use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back- up of such Customer Data maintained by SAP in accordance with the archiving procedure described in its SAP Hybris Commerce, cloud edition Services Description. SAP shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, (except those third parties sub- contracted by SAP to perform services related to Customer Data maintenance and back-up). Both IDS and IPS are included the SAP Hybris Commerce, Cloud Edition The security infrastructure includes firewall security and hardened security policies on all servers. Log management procedures are in-place for log review for firewall, applications, network devices, including file-integrity management. SAP Hybris utilizes technologies from leading security firms for Log Management and File Integrity Management. SAP Hybris employs two-factor authentication across its network. SAP Hybris undergoes vulnerability and penetration testing. SAP Hybris validates against requirements for PCI DSS 2.0. The infrastructure also includes Web Application Firewalls and DDoS Mitigation Services. In addition, security policies and change management policies are in-place ensuring that all access and changes to customer systems and information is accessible only by SAP Hybris staff with access authorization. Security of the software application which is controlled by the Customer (or its implementation partner) remains the responsibility of the Customer. Upon expiration or termination of the Agreement, SAP may destroy or otherwise dispose of any of Customer Data in its possession unless SAP (i) is requested by Customer to extend the term of the Order Form as permitted in

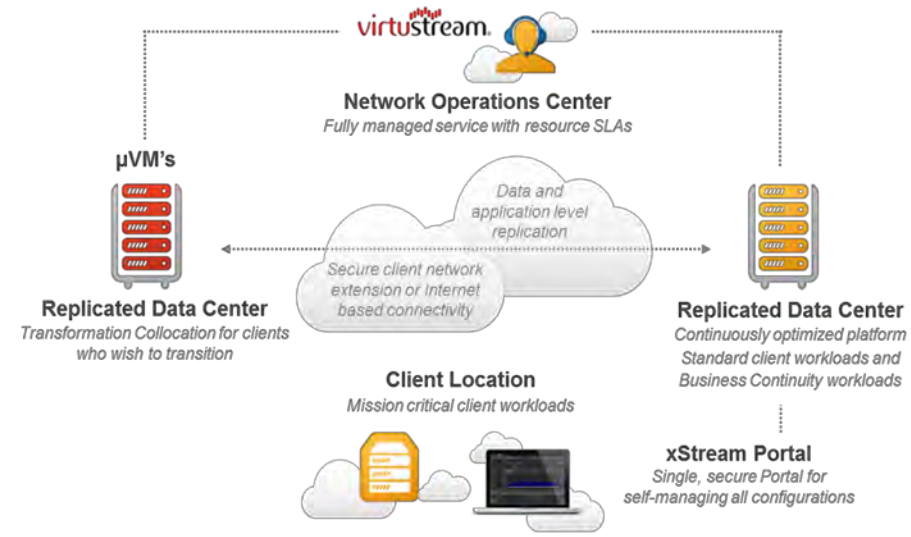
		the Order Form to allow Customer to retrieve Customer Data, or (ii) receives, no later than thirty (30) days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of the Customer Data. SAP shall use reasonable commercial efforts to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request, provided that Customer has, at that time, paid all fees and charges outstanding and owed at termination. Customer shall pay all reasonable fees and expenses incurred by SAP in returning or disposing of the Customer Data.
	SuccessFactors	RPO and RTO are defined in the general terms and conditions
VMware	VMware Response: VMware IaaS Services VMware DR service. We can discuss specific recovery information under NDA to participating entities during task order negotiations as required. AirWatch Hosted Services We can discuss specific recovery information under NDA to participating entities during task order negotiations as required.	
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.	
VirtueStream	Basic Plus microVM's are designed for mission-critical workloads and for systems that require DR, addition of reserved compute capacity in a secondary datacenter (i.e. Reserve uVM) and automatic storage replication to facilitate the ability to restore operations in the event of an outage at the primary data center. RPO and RTO for core microVM's are 15 minutes and 2 hours respectively.	

e. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).

CA	APM	Recovery Point Objective (RPO): Maximum data loss: 24 hours Data that is uploaded, but not backed up within the 24 hours may have to be re-entered Recovery Time Objective (RTO): 72 hours
	MAA	Recovery Point Objective (RPO): Maximum data loss: 24 hours Data that is uploaded, but not backed up within the 24 hours may have to be re-entered Recovery Time Objective (RTO): 72 hours
	CA Agile	RTO: 2 hours RPO: 12 hours
	ASM	Recovery Point Objective (RPO): Maximum data loss: 24 hours Data that is uploaded, but not backed up within the 24 hours may have to be re-entered Recovery Time Objective (RTO): 24 hours
Google	RPO/RTO objectives are zero hours.	
AODocs	AODocs is hosted on Google App Engine which is designed to be highly available. Our standard SLA is 99.5% . Specific financial penalties can be discussed as part of the AODocs license contract. Google App Engine is running in multiple datacenters on multiple continents.	

	AODocs data is backed up on a daily basis, and backups are stored on the highly redundant Google Cloud Storage. Backups are retained for at least 90 days	
Virtru	See 'Virtru Incident & Breach Policy'	
Salesforce	For business continuity purposes, Salesforce supports disaster recovery with a dedicated team and a 4 hour recovery point objective (RPO) and 12 hour recovery time objective (RTO). Additional details can be provided with the execution of an NDA between Salesforce and your Agency.	
ServiceNow	Please see our response for 8.8.1a	
QTS	QTS DRaaS will support all of your mission-critical application needs and enables you to achieve a RTO within minutes and RPO of just seconds.	
SAP	Ariba	See above
	Fieldglass	Fieldglass offers the following: • RTO = No more than 48 hours • RPO = No more than 6 hours. Warm site replica with 100% processing power of original site. Disaster recovery site can run without need from resumption.
	Hanna	For disaster Recovery, SAP HEC offers the following RTO & RPO 1. HANA Database RTO - 12 hours, RPO - 30 minutes 2. Sybase ASE Database RTO - 12 hours, RPO - 30 minutes
	Hybris	In the case of catastrophic failure to your primary production data center, we offer anywhere from best efforts to enhanced DR solutions. Enhanced DR options translates to either RTO of 8 hours and RPO of 1 hour for a warm standby solution, or RTO of 30 minutes to RPO of 30 minutes for a hot-site. Customers have 3 choices in DR sites: • as part of our base offering, best effort DR, we would bring your site back up in an alternate datacenter which is a minimum of 500 miles away from the primary datacenter. We would actually push your project server images to the alternate datacenter, but we would still need to set up your various interfaces, 3rd party services, etc, which could day a few days. • 2nd would be to have your DR site managed by hybris Managed Services. • 3rd would be to use your own DC as a DR site, We would need to set up a technical call with our combined teams to synch up on the replication strategies. • Our DR services utilizes VMware Site Recovery Manager with storage-based replication. • For enhanced DR, we would include one annual DR test, but more can be added if required. It also includes a customer specific DR and Business Continuity plan.
	SuccessFactors	Within the contract/subscription agreement, there are provisions for data recovery in the event of disaster. SLA's for RTO (Recovery Time Objective) and RPO (Recovery Point Objective) are defined in the contract. We will prioritize data recovery based upon our contractual obligations for each customer, concerning RTO and RPO.

VMware	VMware IaaS Services Provide the RPO and RTO for DR, point to SLAs for others. RTO – 4 hours or less RPO – 15 minutes to 24 hours – time is configurable by user but there is a bandwidth consideration for shorter replication times. VMWare AirWatch AirWatch Business Continuity (BC) and Disaster Recovery (DR) strategies include data and hardware redundancy, network configuration redundancy and backups, and robust, regular testing exercises. • Business Continuity – Our BC recovery strategies for support and maintenance include provisions for workforce mobility, secondary support locations, and defined leadership roles and responsibilities for all recovery staff. o Multiple Support Locations – AirWatch maintains a Global Support Team, which spans multiple offices around the world. This ensures that if a disaster occurs at one of our offices, our remaining Support Team members can provide assistance to our customers. o Mobile Workforce – Should an AirWatch office become inaccessible, all AirWatch employees are equipped with laptops and can access necessary internal resources. o Defined Leadership – During a disaster, roles and responsibilities are assigned to key personnel, and a recovery manager provides leadership and documents the continuity process. Additionally, emergency contact numbers for key personnel are provided for all vendors and support staff. • High Availability and Disaster Recovery – AirWatch features active-passive configurations for high availability and redundancy with all components made to failover with minimal downtime. Load balancing capabilities are deployed across multiple data centers to ensure immediate server pick up, ensuring zero end user downtime. AirWatch also incorporates replication technology featuring SQL log shipping or network SAN byte replication to prevent data loss. Due to FOIA restrictions and the competitive nature of the EMM marketplace, we cannot provide specific details regarding recovery strategies or timelines.
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.
VirtueStream	Virtustream's solution will have a Recovery Point Objective (RPO) of 2 Hours and Recovery Time Objective (RTO) of 30 Minutes for all disaster recovery enabled workloads. The Virtustream Cloud has been designed to deliver continuous operations. The platform is architected to be highly available, with SLAs as up to 99.99%. All infrastructure systems are run in at least an N+1 model and have been designed with no single points of failure. All of the data center facilities and infrastructure has redundant power supplies connected to separate circuits from separate power feeds. Every device is connected via redundant pathways at a LAN/SAN/WAN layer. State of Utah can choose any of our FedRAMP Data Centers to host their applications and the DR location. For illustrative purposes, we have assumed the primary data center will be USDC02 and DR data center would be USDC01. The State of Utah solution has been designed with all workloads running in our San Francisco (USDC02) data center. In the unlikely event of a disaster at the USDC02 facility, State of Utah's production services will be brought back online in the secondary data center located in Northern Virginia (USDC01). The target RPO is 30 minutes for virtual machines with a 2 hour RTO. All production workloads in the primary node will have reserved compute capacity in the secondary node when deployed using Reserve µVMs and replicated storage. All virtual machine disaster recovery services are based on storage replication. The primary and secondary data centers are interconnected by diverse private 10 Gbps Sonet rings from separate Tier 1 providers – AboveNet and Level 3. Data is replicated asynchronously and continuously between the two data centers.

	Virtustream also performs backups on a nightly basis and replicated offsite for further protection. The retention policies are determined by State of Utah per landscape and will be documented during the on-boarding process. **Figure 2. Integrated Disaster Recovery** Virtustream's cloud platform includes integrated disaster recovery (30 Min RPO & 2 Hr RTO) and backup. 

8.8.2 Describe your methodologies for the following backup and restore services:

a. Method of data backups

CA	APM	Backups are stored on disk only
	MAA	Backups are stored on disk only, sync'd between data centers for DR purposes.
	CA Agile	Full database backups are taken once per week, both to onsite and offsite (our warm data center, not a separate 3rd party) systems. Incremental backups are run nightly. Backups are retained for 21 days after which time they are simply aged out and over-written. In addition, snapshots of database transactions are taken every hour to an disaster recovery site allowing for emergency disaster recovery with maximum of 1.5 hours of data loss due to catastrophic onsite failure (fire in cage, natural disaster, etc. at data center). Backups are tested monthly and a full disaster recovery process to the offsite application cluster is tested semi-annually.
	ASM	Backups are stored on disk only, sync'd between data centers for DR purposes.
Google	Keeping in mind that Google stores customer data in encrypted chunks or shards on several servers at several data centers backups should not be considered customer specific. Daily backups of each server are performed to encrypted tapes at each data center.	
Virtru	We perform live database replication to a separate redundant database in Oregon and offline as well in a separate Amazon AWS Region	
Salesforce	Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, backed up at the primary data center, and then cloned to the disaster recovery data center. Disaster recovery tests verify our projected recovery times and the integrity of the customer data.	

	Backups are performed daily at each data center facility without stopping access to the application. Backup cloning is transmitted over an encrypted network (our MPLS network across all data centers). Tapes never leave our secure data center facilities, unless they are to be retired and destroyed through a secure destruction process. The backup retention policy is 90 days (30 days for sandboxes). Deleted / modified data cannot be recovered after 90 days (30 days for sandboxes). If customers want a longer retention, they can use the weekly export feature available in the system.	
ServiceNow	While Advanced High Availability as described in 8.8.1 is the primary means to recover data and restore service in the case of a service disruption, in certain cases it is desirable to use ServiceNow's more traditional data backup and recovery mechanism. This data backup and recovery system works in concert with AHA and acts as a secondary recovery mechanism. ServiceNow stores production instances in two geographically separate regional data centers, with sub-production instances hosted in a single data center. Backups of the two production databases and the single sub-production database are taken everyday for all instances throughout the private cloud infrastructure. The backup cycle consists of four weekly full backups and the past 6 days of daily differential backups that provide 28 days of backups. All backups are written to disk, no tapes are used and no backups are sent off site. All the controls that apply to live customer data also apply to backups. If data is encrypted in the live database then it will also be encrypted in the backups. Regular, automated tests are run to ensure the quality of backups. Any failures are reported for remediation within ServiceNow.	
QTS	QTS operates and manages high-performance, multi-tenant platforms on which customer system and data file backups can be created and retained for rapid restore of files/volumes. Data can be stored on tape or disk, depending on QTS location, and can reside locally in a QTS data center or off-site. If there is a need for off-site data retention, the backup medium is tape. QTS can also replicate the backed up data from the primary site to a secondary (remote) site to address geographically remote storage and DR requirements. Secure: QTS utilizes a separate, secure gigabit backup network with private VLAN security. Physical security is monitored using a priority badge access system to limit access to the tape libraries, disk arrays, servers, and network infrastructure. From the application, the backup software controls access to the data stored on tape, and access security is limited to QTS staff only. Scalable: QTS backup systems are highly scalable, and capacity can be quickly added as needed.	
SAP	Ariba	Our primary data center is Equinix, in San Jose; CA. Ariba's backup data center is CenturyLink in Sterling, VA. We make many copies of our data to insure no data loss happens: Data is stored in databases on high-availability storage disk-based system in primary datacenter Data is copied as backup to high-availability disk storage in the primary datacenter Data is copied to tape and kept in the primary data center Data is copied to tape and kept in an off-site tape storage facility (Iron Mountain) in Union City Data is replicated to databases high-availability storage disk-based system in the backup datacenter Data is copied as backup to high-availability disk storage in the backup datacenter Data is copied to tape and kept in the backup datacenter

		Data replication to the remote datacenter happens in near-real time. Data is backed up to the backup disks multiple times a day (in each location) Data is written to tape once a day (in each location) These processes and procedures are audited against the ISAE 3402 standard. Our auditor verifies we can restore from these backup methods.
	Fieldglass	All data in the Fieldglass system is stored within our clustered databases. Full backups daily, 15 minute incremental backups, and replication from center to center of backup data continuously.
	Hanna	The backup of SAP systems in HEC is executed on EMC DataDomain deduplication storage. This is done using EMC Networker for backup and administration. The backups on Site A are also replicated to remote Site B.
	SuccessFactors	Data backup is undertaken as follows: storage system snapshots every 24 hours, nightly incremental database backups, and weekly full database backups. These are all standard and provided as part of our hosted service. All backups are stored on disk in the primary and backup data center facilities for 30 days. Database backups are encrypted and stored at a customer's "primary" location, as well as the "alternate" warm-site location for redundancy and disaster recovery purposes. If the customer's primary location is defined as the data center in Amsterdam, NL, then copies of their database would be encrypted and streamed in a secure manner to the data center based in St Leon-Rot, DE, and vice versa. The backup is stored on Storage Area Network systems encrypted with AES-256 bit by encryption appliance. Backups are retained for 30 days. Our Log File Retention Policy is designed to meet or exceed the most stringent industry standards. Archiving of data is the customer's responsibility.
VMware	VMware will provide the following services to participating entities with respect to Data Recovery: •Data protection, such as routine backups, for the vCloud Air infrastructure, including top-layer management and user-management interfaces owned and operated by VMware. •Data and infrastructure restoration for the vCloud Air infrastructure, including top-layer management and user-management interfaces owned and operated by VMware. Participating entities will be responsible for the following services with respect to Data Recovery: •Data protection, such as routine backups, for the data and content accessed or stored on vCloud Air virtual machine's or storage devices, configuration settings, etc. •Data, content, virtual machine and configuration restorations for assets accessed or stored on your vCloud Air account. Data Protection is an optional service that provides secure, image-based backup and recovery capabilities that enable you to protect important virtual machine data and content hosted in your vCloud Air IaaS environment. Through the Data Protection administration interface available in the vCloud Air Console, vApps and their virtual machine members can be selected for policy-based backup and recovery operations. Data Protection feature subscription and activation may be requested via My VMware and is subject to additional service fees based on the amount of backup data capacity. Backup data capacity for the service is measured in front end terabytes (FETB). Once activated, vApps and their virtual machine members may be registered and unregistered with Data Protection features on a self-service basis through the vCloud Air Console. As part of this service, VMware will: •Implement and maintain central service components (backup software appliances, backup and archival storage media and associated network topologies) needed to support Data Protection features. •Perform routine configuration, maintenance and optimization services on behalf of the Data Protection environment and in conformance with industry best practices.	

	•Allocate requisite backup storage based on capacity selections made at the time of subscription enrollment. •Guarantee storage locality per geographical region for all backup data. •Provide necessary Data Protection service reporting as it is requested. Participating entities will be responsible for: •Subscribing to Data Protection as an add-on feature via My VMware and selecting an amount of backup storage capacity commensurate with your requirements. •Creating custom backup protection policies that may include, but are not limited to: affinity settings per VDC, scheduling, and retention periods. •Registering and unregistering individual vApps and their virtual machine members for scheduled backups using Data Protection. •Performing any on-demand backups per vApp and its virtual machine members. •Performing in-place or out-of-place restores per vApp and/or individual virtual machine. •Managing any in-guest recovery tasks, including restore operations at the operating system, file systems and/or any application level. •Managing backup storage capacity and consumption that may include, but is not limited to: activity reporting, ordering additional storage capacity via My VMwareTM and deleting any backup data in inventory to free up space.
FireEye	All backup and restore procedures are in compliance with SOC 2 specifications. Data and server images are backed up digitally and replicated to datacenters in geographically different locations.
VirtueStream	Virtustream performs backups on a nightly basis and replicated offsite for further protection. The retention policies are determined by State of Utah per landscape and will be documented during the on-boarding process. Virtustream provides OS level files are protected with a File System backup and then protect the application with an integrated solution. Some of the databases would dump to a flat file format and those files would be protected with the standard file system backup.

b. Method of server image backups

CA	APM	N/A
	MAA	Automation tools are used to manage the configuration of MAA internal servers, and can be used for recovery.
	CA Agile	Systems are not backed up as we have determined rebuilding is faster than restoring. We manage systems through Chef and the configuration cookbooks are backed up.
	ASM	Automation tools are used to manage the configuration of ASM internal servers, and can be used for recovery.
Virtru	All images are backed up onto cloud storage on two separate provider systems	
Salesforce	Each server has been allocated a different volume group so it can fail over to its backup server within the instance independently of the others.	
ServiceNow	Please see our response to 8.8.2a	
QTS	Your data storage requirements are growing exponentially and a scalable comprehensive solution for storage and data protection is absolutely necessary in today's marketplace. Implementing and managing this necessary storage infrastructure to meet both your application and compliance requirements can be extremely time consuming and costly. Outsource your storage needs to QTS. With our portfolio of high-performance and cost-effective managed storage services, your data will be secure and guaranteed to be available when you need it. By leveraging market leading hardware and software, coupled with certified processes and personnel, QTS delivers dependable, auditable solutions.	

	Managed SAN (Shared and Dedicated)- a fast, reliable Fibre Channel (FC) and iSCSI SAN attached storage solution that easily scales to meet your business requirements. SAN-to-SAN Replication - provides block level asynchronous replication of your Managed SAN FC service between two of our state-of-the-art data centers for your disaster recovery needs.	
SAP	Ariba	See above
	Fieldglass	Fieldglass does not run server image backups. All systems are designed to be created through a series of templates and scripts.
	Hanna	The defined backup package includes a file system, operating system files, and the database backup. The frequency in which the backup is executed varies for each of the components mentioned above. This depends on the standard HEC service schedules and the service levels agreed on with the customer.
VMware	VMware will provide the following services to participating entities with respect to Data Recovery: •Data protection, such as routine backups, for the vCloud Air infrastructure, including top-layer management and user-management interfaces owned and operated by VMware. •Data and infrastructure restoration for the vCloud Air infrastructure, including top-layer management and user-management interfaces owned and operated by VMware. Participating entities will be responsible for the following services with respect to Data Recovery: •Data protection, such as routine backups, for the data and content accessed or stored on vCloud Air virtual machine's or storage devices, configuration settings, etc. •Data, content, virtual machine and configuration restorations for assets accessed or stored on your vCloud Air account. Data Protection is an optional service that provides secure, image-based backup and recovery capabilities that enable you to protect important virtual machine data and content hosted in your vCloud Air IaaS environment. Through the Data Protection administration interface available in the vCloud Air Console, vApps and their virtual machine members can be selected for policy-based backup and recovery operations. Data Protection feature subscription and activation may be requested via My VMware and is subject to additional service fees based on the amount of backup data capacity. Backup data capacity for the service is measured in front end terabytes (FETB). Once activated, vApps and their virtual machine members may be registered and unregistered with Data Protection features on a self-service basis through the vCloud Air Console. As part of this service, VMware will: •Implement and maintain central service components (backup software appliances, backup and archival storage media and associated network topologies) needed to support Data Protection features. •Perform routine configuration, maintenance and optimization services on behalf of the Data Protection environment and in conformance with industry best practices. •Allocate requisite backup storage based on capacity selections made at the time of subscription enrollment. •Guarantee storage locality per geographical region for all backup data. •Provide necessary Data Protection service reporting as it is requested. Participating entities will be responsible for: •Subscribing to Data Protection as an add-on feature via My VMware and selecting an amount of backup storage capacity commensurate with your requirements. •Creating custom backup protection policies that may include, but are not limited to: affinity settings per VDC, scheduling, and retention periods. •Registering and unregistering individual vApps and their virtual machine members for scheduled backups using Data Protection.	

	•Performing any on-demand backups per vApp and its virtual machine members. •Performing in-place or out-of-place restores per vApp and/or individual virtual machine. •Managing any in-guest recovery tasks, including restore operations at the operating system, file systems and/or any application level. •Managing backup storage capacity and consumption that may include, but is not limited to: activity reporting, ordering additional storage capacity via My VMwareTM and deleting any backup data in inventory to free up space.
FireEye	All backup and restore procedures are in compliance with SOC 2 specifications. Data and server images are backed up digitally and replicated to datacenters in geographically different locations.
VirtueStream	OS level files are protected with a File System backup and then protect the application with an integrated solution where available. Otherwise databases would dump to a flat file format and those files would be protected with the standard file system backup. Additionally, core microVM's are automatically replicated to a secondary datacenter for DR purposes.

c. Digital location of backup storage (secondary storage, tape, etc.)

CA	APM	Backups are securely replicated to an alternate location (within the same geographic location (e.g. N. America))
	MAA	Daily differential and full backups reside in the primacy site with weekly data backups residing offsite.
	CA Agile	Backups are stored in our warm data center.
	ASM	CA has an alternate site approximately 900 miles from our primary site.
Google	Tape	
Virtru	All backup storage is hosten in two separate cloud storage regions	
Salesforce	Backups are performed daily at each data center facility without stopping access to the application. Backup cloning is transmitted over an encrypted network (our MPLS network across all data centers). Tapes never leave our secure data center facilities, unless they are to be retired and destroyed through a secure destruction process.	
ServiceNow	Please see our response to 8.8.2a	
QTS	Managed Tape Rotation and Off-site Storage This service provides off-site storage for data backup, and helps many customers who must store data separately from a primary IT site to comply with various laws and regulations. QTS has contracted Iron Mountain — a nationally recognized leader in off-site data storage services — to move the data storage media (tapes) to and from a secure, off-site location. The service enables data security, integrity, and restoration in the event of an outage. Off-site data storage via tape ensures that a customer's information is securely stored in multiple locations. In the event of an emergency, QTS and Iron Mountain deliver the customer's media back to their IT environment or wherever they request delivery. Secure: QTS staff adheres to storage-industry best practices and security procedures. QTS facilities have earned SSAE16-SOC1 accreditations. All media is maintained in a secure environment and locked in secure media containers during transition from the QTS environment to the off-site storage location. Compliance and Tracking: QTS's partnership with Iron Mountain provides the ability to offer logging and tracking information about the customer's off-site media via the SecureSync Web portal.	
SAP	Ariba	See above

	Fieldglass	Fieldglass houses all backup data vaults within its production data centers. Replicas of the vault are performed continuously across data centers more than 1,000 miles apart.
	SuccessFactors	All data is backed up to the secondary site and can be restored from there in the event of a disaster recovery event at the primary site.
VMware	VMware vCloud Air Data Protection provides backup storage to disk	
FireEye	All backup and restore procedures are in compliance with SOC 2 specifications. Data and server images are backed up digitally and replicated to datacenters in geographically different locations.	
VirtueStream	Virtustream performs backups on a nightly basis and replicated offsite for further protection. The retention policies are determined by State of Utah per landscape and will be documented during the on-boarding process. Backup data is stored on local enterprise class disk storage systems and can be replicated to systems in a secondary Virtustream datacenter. All of Virtustream backup is disk based solution. Encryption keys are generated at the time of backup application install on the Client VM(s). Encryption keys are at least AES-128 but can be AES-256. Keys are stored on the backup system databases using the encryption key management tool, the data about the keys on the database is in a unreadable format and cannot be decrypted	

d. Alternate data center strategies for primary data centers within the continental United States.

CA	APM	The location where data is stored is generally in the country where the contract is executed.
	MAA	The MAA service is currently available from one data center only.
	CA Agile	We have a hot/warm data configuration with both data centers located within the US but ~1300 miles apart.
	ASM	ASM has a warm standby with near time data replication between the data centers.
Google	Google does not use the N+1 data center assignment due to the risk of cascading failures. Google's infrastructure makes a dynamic decision for each unique login session which data center is the closest, most highly available data center and which data centers will be used as secondary and tertiary. This assignment would shift for that session throughout the day based on availability and is done completely seamless to the end user.	
Virtru	We utilize multiple availability zones in AWS, and backup all data stored in our database to separate datacenters	
Salesforce	Customer Data for customers in Salesforce's Government Cloud is stored in two of our U.S. data center locations. The Salesforce service performs near real-time replication at each data center and annual disaster recovery tests for the service verify the projected recovery times and data replication between the production data center and the disaster recovery center. The disaster recovery site is a 100% replica of the primary production site of capacity (host, network, storage, data). Data is transmitted between the primary and disaster recovery data centers across encrypted links. Additionally, back-ups of data are performed and data is retained on backups at the geographically separated disaster recovery data center location.	
ServiceNow	Please see our response to 8.8.2a	
QTS	The QTS cloud alternate storage sites are located at the following data centers: Richmond, VA, Atlanta, GA, and Suwanee, GA. The entire QTS cloud is a unified standalone Active cloud architecture and is backed up in both Atlanta and Richmond to include: Customer data in the Service Delivery Hypervisor Cluster, and; Cloud Hypervisor Management Infrastructure and Configuration backups.	

	The QTS cloud Security documentation is backed up in alternate site located Suwanee, GA to include: Software/operating Systems, Configuration Data and Security Documentation QTS cloud Management Infrastructure and Configuration Data: Richmond, VA: The Richmond Cloud Management Layer (Cloud Hypervisor Management Cluster) and Customer data in the Service Delivery Hypervisor Cluster, and Configuration data is backed and staged locally in Richmond on the management layer then backed up across the Site-to-Site Management VPN to Atlanta, GA. This process is separate and independent of the Customers Service Delivery Layer. Atlanta, GA: The Atlanta Cloud Management Layer (Cloud Hypervisor Management Cluster) and Configuration data is backed and staged locally in Atlanta on the management layer then backed up across the Site-to-Site Management VPN to Richmond, VA. This process is separate and independent of the Customers Service Delivery Layer. This process maintains both local and remote management layer data and configuration backup for both locations. Suwanee, GA: software/operating systems, configuration data and security documentation at Rocstor Rocsecure Amphibious X7s with Secure-Encrypted Two-Factor Authentication, Utilizing AES-256 CBC Real-Time Hardware Encryption, with NIST and FIPS 140-2 Certified Cryptographic Modules, in a firerated safe located at Suwanee, GA.	
SAP	Ariba	We have a warm site for failover. Equinix (Our primary data center) is located in San Jose, California and our disaster recovery site is located at CenturyLink Data Center in Sterling, Virginia. The act of failing over from the main data center to the recovery site data center has a design goal recovery time objective (RTO) of four hours. The design goal Recovery Point Objective (RPO) is five minutes. In the event of a fail-over to the disaster recovery site location, all URLs that customers use to reach the San Jose data center will continue to work. We will notify customers via their email addresses in the event of unplanned downtime. Internally, we use a documented system recovery plan that outlines the approach and steps for recovering the applications. The document defines roles and responsibilities in the event of disaster: Local staff maintains the hardware remotely We maintain the application software Processes are in place to keep database and fileservers in sync between primary and backup data centers In the event of a catastrophe, we will declare the primary data center ""down"" and our local staff will follow a script to start the applications at the remote data center We test power outage backup scenarios and the Disaster Recovery Plan on a periodic basis.
	Fieldglass	Please see the answer to Question 8.8.2A. above. Fieldglass' backup data center is located in San Jose, CA.
	Hanna	The backup of SAP systems in HEC is executed on EMC DataDomain deduplication storage. This is done using EMC Networker for backup and administration. The backups on Site A are also replicated to remote Site B. For example, site A &B may be Santa Clara, CA and Sterling, VA, respectively.
	Hybris	In the case of catastrophic failure to your primary production data center, we offer anywhere from best efforts to enhanced DR solutions. Enhanced DR

		options translates to either RTO of 8 hours and RPO of 1 hour for a warm standby solution, or RTO of 30 minutes to RPO of 30 minutes for a hot-site. Customers have 3 choices in DR sites: • as part of our base offering, best effort DR, we would bring your site back up in an alternate datacenter which is a minimum of 500 miles away from the primary datacenter. We would actually push your project server images to the alternate datacenter, but we would still need to set up your various interfaces, 3rd party services, etc, which could day a few days. • 2nd would be to have your DR site managed by hybris Managed Services. • 3rd would be to use your own DC as a DR site, We would need to set up a technical call with our combined teams to synch up on the replication strategies. • Our DR services utilizes VMware Site Recovery Manager with storage-based replication. • For enhanced DR, we would include one annual DR test, but more can be added if required. It also includes a customer specific DR and Business Continuity plan.
	SuccessFactors	Each client has a designated primary and backup data center which is geographically separated as well as existing on different power and telecommunications grids.
VMware	Customers can purchase Rackware to provide geographical HA and COOP, but this service is not provided as a core capability of vCA or vCGS. VMware AirWatch AirWatch backs up the production environment from the primary US data center to the secondary US data center. Due to FOIA restrictions and the competitive nature of the EMM landscape, we cannot provide additional backup scheduling or image security procedures.	
FireEye	All backup and restore procedures are in compliance with SOC 2 specifications. Data and server images are backed up digitally and replicated to datacenters in geographically different locations.	
VirtueStream	State of Utah can choose any of our FedRAMP Data Centers to host their applications and the DR location. For illustrative purposes, we have assumed the primary data center will be USDC02 and DR data center would be USDC01. The State of Utah solution has been designed with all workloads running in our San Francisco (USDC02) data center. In the unlikely event of a disaster at the USDC02 facility, State of Utah's production services will be brought back online in the secondary data center located in Northern Virginia (USDC01). The target Recovery Point Objective (RPO) is 30 minutes for virtual machines with a 2 hour Recovery Time Objective (RTO). All production workloads in the primary node will have reserved compute capacity in the secondary node when deployed using Enterprise Reserve µVMs and replicated storage. All virtual machine disaster recovery services are based on storage replication. The primary and secondary data centers are interconnected by diverse private 10 Gbps Sonet rings from separate Tier 1 providers – AboveNet and Level 3. Data is replicated asynchronously and continuously between the two data centers. Virtustream also performs backups on a nightly basis and replicated offsite for further protection. The retention policies are determined by State of Utah per landscape and will be documented during the on-boarding process.	

8.9 Data Protection

8.9.1 Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.

CA	APM	All data is encrypted via TLS Mutual Auth during transit

	MAA	HTTPS/TLS encrypts the data in-transit. Sensitive data rest is encrypted using native encryption of SQL and NoSQL vendors.
	CA Agile	All data in transit is encrypted - we support TLS 1+. For data at rest we have both database and disk level encryption. DB encryption utilizes Oracle TDE w/ AES-256.
	ASM	All data transmitted between data centers is encrypted in-transit. HTTPS/TLS is used by the ASM dashboard and API.
Google	All connections from customer end point devices to Google's Front End Servers are encrypted with enforced HTTPS sessions using Forward Secrecy. Google websites and properties use robust public key technologies: 2048-bit RSA or P-256 ECDSA SSL certificates issued by a trusted authority (currently the Google Internet Authority G2). All data in transit between Google's Data Centers traverses across Google's private fiber network using a customized, proprietary encryption technology. Google hard drives leverage technologies like FDE (full disk encryption) and drive locking, to protect data at rest. These methods of encryption are fully managed by Google and Google's Key Management Servers based on 128-bit or stronger Advanced Encryption Standard (AES). Encryption Keys and Ciphers Supported by Google Protocols TLS 1.2 TLS 1.1 TLS 1.0 SSL 3.04 QUIC Cipher suites ECDHE_RSA with AES ECDHE_RSA with 3DES ECDHE_ECDSA RSA with AES RSA with 3DES Signing keys RSA 2048 ECDSA P-256 Hash functions SHA384 SHA256 SHA1 MD5	
AODocs	All data in transit is encrypted via SSL/TLS Vendor interfaces are available only via HTTPS Email is exchanged via SMTP/TLS All AODocs data are stored in Google AppEngine.	
Virtru	AES-256 in CBC mode, TLS 1.2 ECDHE	
Salesforce	Encryption Capabilities Salesforce has many customers that are subject to laws pertaining to the processing of personally identifiable information (PII) or personal data. Salesforce offers its customers a broad spectrum of functionalities and customer-controlled security features that its customers may implement in their	

	respective uses of the Salesforce services. Salesforce believes that these provide its customers the flexibility to comply with laws with stringent privacy and security requirements. Data In Motion All transmissions between the user and the Salesforce Services are TLS encrypted with a 2048-bit Public Key. The Services use International/Global Step Up TLS certificates, with AES 256-bit encryption by default. Data At Rest Salesforce includes a feature to encrypt custom text fields (ECF): The fields can be masked appropriately for specific data types (i.e., credit card number, Social Security Number, National Insurance Number, Social Insurance Number). Access to read the masked parts of the fields is limited by the ""View Encrypted Data"" permission, which is not enabled by default. Customers can manage their encryption key based on their organization's security needs and regulatory requirements. Encrypted fields are encrypted with 128-bit keys and use the AES (Advanced Encryption Standard) algorithm. Additional Salesforce Encryption Capabilities Apex Code extends the powerful and proven success of the Force.com platform by introducing the ability to write code that runs on Salesforce servers. This language makes possible the development of a new class of application and features deployed entirely on demand. Using Apex, your Agency can create user interface classes that utilize the Apex crypto class to encrypt field level data up to AES 256-bit encryption. Third Party Encryption Solutions (Additional License Option) Should additional encryption be required, third party solutions such as CipherCloud, Skyhigh, and PerspecSys are available on the Salesforce AppExchange. These solutions offer data loss prevention, user activity and monitoring, malware protection, as well as data protection with encryption and tokenization. Data can be encrypted and masked at rest, keys managed and stored in Salesforce, and compliance controls to prevent unauthorized access to data and keys.
ServiceNow	ServiceNow makes use of encryption for both data in transit and data at rest. ServiceNow provides optional capabilities with regard to the encryption of data at rest within the system, which customers can apply at their own discretion. Encryption in Transit ServiceNow customers access their instances over the Internet using forced Transport Layer Security (TLS) encryption (AES128/256) for all user access. The level of encryption is based on the browser and must be configured by the customer as ServiceNow does not modify any browser settings. All attempts to access ServiceNow over HTTP are redirected to HTTPS. Integration Encryption For integrations such as LDAP and Web Services, ServiceNow provides customers with the ability to encrypt traffic. LDAP can be configured to run over SSL, this requires customers to provide a certificate for the specific LDAP server. Certificates may also be stored within an instance to allow encrypted transmission for Web Services integrations. FTPS and SCP can be used as file transfer methods to securely transfer files to ServiceNow. Email Encryption Customers may configure their instance to generate emails to their users from the instance. ServiceNow provides the capability to receive email over TLS. Customers are able to configure their

	email system to send email to ServiceNow over TLS and ServiceNow will receive that email over TLS. Encryption at Rest ServiceNow can provide three types of encryption for data at rest that are implemented by the customer or by customer request in the case of edge encryption and dedicated hardware. •Column encryption of customer added fields and attachments: Provides data encryption using AES128/256 or 3DES symmetric key encryption. The customer provides the keys for this encryption. Data stored in these fields cannot be searched or reported on and this does not support out of the box fields. •Edge Encryption Proxy: With optional additional cost Edge Encryption, the customers create and control their encryption keys within their own network. Edge Encryption includes a proxy application that resides in a customer's network. This encrypts data before it is sent (also encrypted in transit) from the customer's environment to the ServiceNow instance. The data always remains encrypted whilst stored in the instance and the data along with the keys and the encryption configuration is never accessible by ServiceNow. Requests for encrypted data must also be made through the proxy application and is therefore decrypted only within the customer's network before being sent to their end users client browser. Please note that data encrypted with Edge encryption cannot be used by back-end scripts or processes and searching and reporting behavior is also modified through its use. •Full disk encryption: Provides via self-encrypting hard drives with AES256 bit encryption. This encryption capability is only available through the purchase of dedicated ServiceNow hardware at an additional cost. This delivers "at-rest" protection only and is focused solely on preventing data exposure through the loss or theft of hard disks holding customer data. Wherever possible, ServiceNow leverages existing FIPS 140-2 certified technologies.	
Docusign	Secure, private SSL 256 bit viewing session Anti-tampering controls Signature verification of signing events Unalterable, systematic capture of signing data Digital certificate technology Customer configurable data retention program	
SAP	Ariba	We enforce minimum AES 128-bit encryption using Transport Layer Security (TLS) for all sessions. We encrypt only PCI-DSS data in the database where appropriate and in support of PCI-DSS compliance. All backup media is encrypted using AES 256-bit cipher prior to transporting to off-site storage
	Fieldglass	Our application provides a high level of application-level security through a combination of encryption, page-level access checking, document envelopes, and activity logging. Application security is handled through a combination of programming checks, application server configuration, and database server configuration. Fieldglass uses 2048-bit SSL (HTTPS) encryption for all data transmissions over the public Internet, including data shared between the product and end users and data shared between the product and back-end systems. Data is decrypted on the internal VLAN to allow IDS monitoring. Passwords are hashed using a one-way hash based on the SHA-256 encryption algorithm. The hash value is saved within the database; not the password. The base Fieldglass application does not require data that would require breach notifications if compromised. While customers should not store sensitive personal data, custom fields may be defined by the customer that can be encrypted with AES-256 to capture any pertinent and permissible data points. These fields can also be optionally masked from view while entering and viewing the fields in the application.

	Hanna	Initial encrypted data load - physical encrypted data transfer possible Encrypted connection to HEC DC - SAP solutions support various VPN-device vendors and specifications that can be used to setup a secure and encrypted tunnel between cloud solutions from SAP on the customer network segment and the customer site. Optional Data at Rest encryption - HANA encryption at Rest activated during system build upon request. Moreover data at rest is properly protected against unauthorized access, these controls include •Physical security controls in SAP HEC Datacenters in place •Physical separation of "online" storage and backup (physically separated DC sections) •Strict User and Access Management (segregation of duties) •Authorization Management according to the need to know principle also for administrative accounts, e.g. DBAs have limited authorizations to perform DB operation only •Security Logging and Security Monitoring for critical activities / access Optional encryption in transit can be configured on customer request which requires a different subset of DC's from delivery perspective.
	Hybris	Encryption is provided through SSL connectivity at the web application layer as well as VPN secure encrypted tunnel for back-office integration connectivity. Further encryption capabilities are available through the hybris Advanced Security Module (optional).
	SuccessFactors	All data in the system is treated as highly sensitive information. The application and infrastructure offers Strong Encryption, Encryption in Transit and Encryption at Rest, including the following (some of these are options that are not included in the base services): Transport Layer Security (TLS) technology, consisting of a public key and a private key, to protect sensitive information. The public key is used to encrypt information and the private key is used to decipher it. When a Web browser points to a secured domain, a handshake authenticates the server (website) and the client (browser). An encryption method is established with a unique session key. Customers may then begin a secure session that facilitates message privacy and integrity. Hitachi SAN storage arrays provide a reliable safe, secure data storage environment. We use AES-256 bit encryption to secure data at the block level of our storage systems. Backups are performed ""disk to disk"". Data is transported over 3DES VPN and stored on encrypted disk using Data Domain replication technology
VMware	VMWare IaaS Services Data in transit will be encrypted based upon the customers selected method of transport (SSL or IPSEC VPN). Data at rest encryption is the responsibility of the customer. By example HyTrust is an endpoint encryption choice for many vCloud Air customers. VMWare AirWatch AirWatch leverages strong, non-proprietary encryption algorithms to protect applicable data at rest and in transit. Due to FOIA restrictions and the competitive nature of the EMM landscape, we cannot provide specific encryption algorithms and protocols.	
FireEye	Each of the FireEye offered solutions have their own implementations and practices concerning encryption:	

	1.Email Threat Prevention (ETP) ETP offers TLS encryption support for data in transmission. ETP only stores email found to contain malware or malicious content and does not encrypt this data. 2.Mobile Threat Prevention (MTP) All data in transit is protected using standard TLS encryption. The database itself is not encrypted. However, all systems are under strict security and access control rules, in compliant with SOC 2 regulations. 3.Threat Analytics Platform (TAP) All data in-transit between a customer environment and TAP instance in Amazon AWS is encrypted with a 256-bit Twofish key. No customer data is stored on disk, however data stores leverage Amazon AWS S3 encryption settings. 4.FireEye as a Service (FaaS CV) FireEye appliance communications, and FireEye as a Service (FaaS) non-person entity (NPE) secured inter-process communications employs industry standard HTTPS encrypted web interfaces, and multifactor SSH management access for the end-to-end protection of sensitive customer data. In addition, FaaS communicates with FireEye appliances with additional layers of protected symmetric key exchanges protecting and establishing encrypted channels for inter-device information.
VirtueStream	Encryption keys are generated at the time of backup application install on the Client VM(s). Encryption keys are at least AES-128 but can be AES-256. Keys are stored on the backup system databases using the encryption key management tool. The data about the keys on the database is in an unreadable format and cannot be decrypted.

8.9.2 Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.

Carahsoft would be willing to sign Business Associate Agreements or similar agreements that are set forth with a purpose of protecting customer data.

8.9.3 Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.

Agreed and understood. Carahsoft and its' subcontractors will not use any government data for purposes other than those outlined within the frameworks of this contract.

8.10 Service Level Agreements

8.10.1 Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.

CA	APM	The target availability SLA of 99.8% is standard and not negotiable
	MAA	The target availability SLA of 99.8% is standard and not negotiable
	CA Agile	The target availability SLA of 99.8% is standard and not negotiable
	ASM	The target availability SLA of 99.8% is standard and not negotiable
Google	Google maintains a single SLA for all customers.	
AODocs	AODocs maintains a single SLA for all customers.	
Virtru	Agreement can be negotiated for certain large customers.	

Salesforce	Salesforce does not typically offer Service Level Agreements as part of the base service offering. Our approach is to offer a service with high availability and fast resolution of problems. If a customer requires an SLA it will be negotiated separately. The persistence layer underlying Salesforce Platform is proven database technology that powers all of Salesforce's products today, serving more than 150,000 organizations and over 4 billion transactions per day with an average request response time of less than .25 seconds all with an average up time of 99.9+ percent. Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. Live and historical statistics on the Salesforce system performance are publicly published at http://trust.salesforce.com/trust/status. Salesforce has maintained high levels of availability across all Salesforce instances since inception. As the only on-demand vendor to provide daily service-quality data on a public Web site (http://trust.salesforce.com), Salesforce proves that we are the leader in availability. And by making its track record completely transparent, Salesforce proves we are worthy of our customers' trust. To ensure maximum uptime and continuous availability, Salesforce provides the best redundant data protection and most advanced facilities protection available, along with a complete data recovery plan—all without affecting performance.	
ServiceNow	ServiceNow's SLA is not negotiable. ServiceNow delivers the same level of world-class support to all customers as described in the "Subscription Service Guide" included with this response. ServiceNow's homogeneous private cloud environment where all applications are on a single platform offers ServiceNow a competitive advantage in being able to concentrate its efforts to make the customer's user experience the best possible. The ServiceNow environment is a private cloud, fully owned and operated by ServiceNow. ServiceNow's experience & understanding of its private cloud and the benefits provided by a consistent infrastructure and standardized processes allow it to provide a high level of security, availability, and performance in a cost effective and reliable manner.	
Docusign	Yes SLA's can be modified per contractual agreement.	
SAP	Ariba	Our SLAs are not negotiable. As mentioned above, the SAP Ariba Cloud Service Level Agreement includes a 99.5% uptime.
	Fieldglass	Our SLA is designed to (i) meet the expectations of our customers and (ii) fit with our operational protocols and capabilities. Because of this our ability to make significant changes to the SLA is limited. However, we are always willing to work with a customer to try and determine how our SLA can address a particular business.
	Hanna	Our SLAs are not negotiable for Support. Under our SLA, System Availability is 99.5% during each month for productive systems. Customers may claim a credit of 2% of Monthly Subscription Fees for each 1% below SLA (not to exceed 100% of Monthly Subscription Fees). This credit may be applied to a future invoice relating to Cloud Service that did not meet the System Availability SLA.
	Hybris	Our SLAs are not negotiable for Support. Under our SLA, System Availability is 99.5% during each month for productive systems. Customers may claim a credit of 2% of Monthly Subscription Fees for each 1% below SLA (not to exceed 100% of Monthly Subscription Fees). This credit may be applied to a

		future invoice relating to Cloud Service that did not meet the System Availability SLA.
	SuccessFactors	Our SLAs are not negotiable for Support. Under our SLA, System Availability is 99.5% during each month for productive systems. Customers may claim a credit of 2% of Monthly Subscription Fees for each 1% below SLA (not to exceed 100% of Monthly Subscription Fees). This credit may be applied to a future invoice relating to Cloud Service that did not meet the System Availability SLA.
VMware	VMware's SLAs are specific to the product or service, and are subject to the product's Terms of Service (which are also provided). The SLA is specific to the product rather than to the customer, to define the expected availability and recourse should the product not meet the stated availability levels. VMware's existing customers include Federal, State and Local government customers as well as commercial customers, who successfully utilize our products in accordance with the current SLA and Terms of Service and their applicable, mandatory laws and regulations. Accordingly, VMware is confident that the existing SLA meets the state and local government requirements, as it is being utilized currently. VMware IaaS Services To best work with our customers and improve our terms in alignment with market requirements, VMware is willing to review the terms of its SLA during negotiations of the Participating Addendum to identify how the existing SLA meets the state's applicable and mandatory laws and regulations. If it becomes apparent to the parties that it is necessary to revise VMware's SLA to comply with the state's applicable and mandatory laws, VMware will enter into discussions about how to best address these requirements Vmware SaaS Services VMware AirWatch AirWatch Service Level Agreements are non-negotiable. AirWatch has a guaranteed uptime SLA of 99.9%. Please refer to the AirWatch Hosted Services Policy for additional information. VMware AirWatch acknowledges that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the mandatory minimum requirements and technical specifications of the RFP.	
FireEye	SLAs are negotiable.	
VirtueStream	Virtustream's Service Level Agreement is generally not negotiable. Our SLAs are one of the strictest in the market place. To change the SLA would mean either changing the design or create operational disruption and higher cost by engaging in non-standard processes and practices. For example, Virtustream's SLA for Tier 1 storage is 10 ms latency. For Virtustream to change this latency means changing the design for Tier 1 storage.	

8.10.2 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

Below is a sample of Virtustream's Service Level Agreement:

SERVICE LEVEL FRAMEWORK
The service levels ("Service Levels") applicable to the Services specified in Sections 1 and 2 are set forth in Schedule B to this SD ("Service Levels for Cloud Platform Services"). The framework that governs all Service Levels is set forth in this Section.
Commencement of Service Levels
Commencing thirty (30) days from the Service Start Date (as set forth in the applicable Order Form), Virtustream's performance of the Services will meet each applicable Service Level. If Virtustream's performance of the Services

does not meet the applicable Service Level, then Virtustream will use commercially reasonable efforts to restore its performance to meet such Service Level.

Service Level Reports

Service Levels will be calculated and measured monthly by Virtustream on a calendar month basis and reported each month for the previous month. The reports will be provided to Customer by the tenth (10th) working day of the month following that to which such report relates, commencing on the second (2nd) month following the Service Start Date and each month thereafter. The monthly service level report will contain at least the following items: (i) Uptime statistics for the month concerned; (ii) an analysis of reported incidents over the previous month, broken down by type for discussion; (iii) action plans for items giving rise to concern; (iv) comments and observations on any issues arising from Virtustream's performance monitoring activities; (v) recommendations on service delivery strategies to maintain or enhance the service level; and (vi) review of general business requirements ("Service Level Report"). Cloud Platform Services (CPS) has its own specific service levels as described in this document. Cloud Cover Services (CCS) has service levels that pertain to the CCS offerings and are reported separately. Not all Virtustream customers have CCS but all Virtustream customers use CPS.

Service Level Review Meetings

Monthly Service Level review meetings will be conducted by Virtustream with Customer where the monthly Service Level report specified above will be discussed. If any of the Service Levels measured over the previous calendar month period is not achieved in that month, then Virtustream will include the steps taken to rectify the problem in the next monthly Service Level Report. In addition, the issue shall be an agenda topic for discussion at the next monthly service review meeting. Additionally, after restoring service or otherwise resolving any immediate problem as specified in this SD, if Virtustream fails to provide Services in accordance with the Service Levels, Virtustream shall:

a.Promptly investigate and report on the causes of such problem;

b.Provide a Root Cause Analysis of such failure as soon as practical after such failure or at Customer's request;

c.Correct such problem that is Virtustream's fault or responsibility, as soon as reasonably practicable and coordinate the correction of such problem if Virtustream does not have responsibility for the cause of such problem.

d.Advise Customer of the status of remedial efforts being undertaken with respect to such problem;

e.Demonstrate to Customer's reasonable satisfaction that the causes of such problem (that is Virtustream's fault or responsibility) have been or shall be corrected on a permanent basis; and

f.Take corrective actions to prevent any recurrence of such problem (that is Virtustream's fault or responsibility).

Root Cause Analysis

Promptly following Virtustream's failure to meet a Service Level, Virtustream will perform a root cause analysis to determine the reason for that failure. Upon Virtustream's determination of the cause of such failure, it will provide to Customer a preliminary report citing the cause of such failure. If Virtustream determines that the failure was due to Virtustream, an additional report will be provided that details the root causes of the failure, and which details any measures that should be taken to minimize the possibility that such failures will re-occur. Virtustream will correct the problem and use reasonable commercial efforts to minimize the re-occurrence of such failures.

Service Level Exceptions

Virtustream shall not be liable for any failure to meet the Service Levels, to the extent such failure was caused by one or more of the following:

a.A failure of Customer or any of its employees, agents or contractors (including any of Customer's third party service providers) to perform any of its responsibilities under this SD;

b.Any act or omission of Customer or any of its employees, agents or contractors (including Customer's third party service providers or other third parties acting on behalf of Customer);

c.Any hardware, software or other product of a third-party or Customer equipment;

d.Any failure of Customer to secure the proper access rights or maintenance and support services with respect to any component of the Services (e.g., hardware, software, network, maintenance) for which Virtustream does not bear operational responsibility;

e.Downtimes resulting from a Virtustream's scheduled maintenance windows;

f.Customer's reprioritization of the tasks to be performed by Virtustream where such reprioritization causes Virtustream to miss a Service Level;

g.Viruses; provided that the infected Virtustream-provided system had virus protection for which the virus protection software updates were up to date;

h.An election by Customer to purchase a base commitment that is not sufficient to run Customer's system (e.g., If a customer elects to size a µVM pool that is insufficient to run the designated workload);
i.Issues occurring outside of standard working hours (as defined for business level customers) — for which the Service Level Objectives (SLOs) do not apply;
j.Cloud Cover Services (CCS) offerings — for which the Service Level Objectives (SLOs) do not apply;
k.Resolution delays due to lack of client response and/or Customer provided credential based information;
l.Priority levels not agreed upon by both customer and supplier;
m.Claims of performance degradation not substantiated through Customer provided diagnostic testing results.

8.11 Data Disposal

Specify your data disposal procedures and policies and destruction confirmation process.

The disposal of data will vary based on the type of service that is being provided to the Purchasing Entity by Salesforce. As an example, please see Salesforce response for disposal of government data: Data Disposal and Destruction
In the event of termination of the Salesforce service, requests by your Agency made within 30 days after the effective date of termination or expiration of the Subscription Agreement, Salesforce will make your data available to you for export or download. Once the export has been completed, an email will be sent to you containing a link where you can download a .zip file that contains multiple .csv (spreadsheets) files, each representing your Salesforce objects. Your data on disk is flagged within the database and set to inactive status or what can be referred to as a ""soft delete."" This data is no longer available or accessible to the application but is backed up in the full database backup process. The data remains in this state for 180 days; this is done in the event that the customer decides to resume services or needs the data for a legal reason. At 180 days, the data is marked for deletion (""hard delete"") and will be deleted after 30 more days. Once this ""hard delete"" is executed the customer data is physically deleted and non-recoverable from the database. Following the purge, the data will remain on backup for an additional 90 days prior to being overwritten and unrecoverable.

Media Sanitization
Salesforce has an established process for sanitizing media consistent with industry guidelines and consistent with NIST SP 800-88 Guidelines for Media Sanitization [MP-6].

8.12 Performance Measures and Reporting

8.12.1 Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99.9% or greater availability.

CA	APM	CA SaaS production environments have an SLA at 99.8% uptime calculated arrear monthly. 1hr response for P1 issues.
	MAA	CA MAA SaaS production environments have an SLA at 99.8% uptime calculated arrear monthly. 1hr response for P1 issues.
	CA Agile	For Rally SaaS Unlimited Edition customers, our goal is to provide 99.9% up-time during each calendar quarter. If in any calendar quarter an up-time of 99.5% is not met and our customers were negatively impacted (for example, were unable to login to Rally), we will provide a service credit equal to one month of fees for use of the Rally Service.
	ASM	CA SaaS production environments have an SLA at 99.8% uptime calculated arrear monthly. 1hr response for P1 issues.

Google	Google Apps services will be operational and available to the customer at least 99.9% of the time in any calendar month. If Google does not meet the Google Apps SLA, the customer will be eligible to receive service credits.	
AODocs	Altirnao agrees to use commercially reasonable efforts to meet or exceed the Availability Service Level. The Availability Service Level means the Service is available for use by Users for not less than 99.5% of the time excluding the Exclusion Events (as defined below).	
Virtru	Virtru provides the same SLA as Gmail	
Salesforce	Salesforce has maintained high levels of availability across all Salesforce instances since inception. As the only on-demand vendor to provide daily service-quality data on a public Web site (http://trust.salesforce.com), Salesforce proves that we are the leader in availability. And by making its track record completely transparent, Salesforce proves we are worthy of our customers' trust. To ensure maximum uptime and continuous availability, Salesforce provides the best redundant data protection and most advanced facilities protection available, along with a complete data recovery plan—all without affecting performance. Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. The persistence layer underlying Salesforce Platform is proven database technology that powers all of Salesforce's products today, serving more than 150,000 organizations and over 4 billion transactions per day with an average request response time of less than .25 seconds all with an average up time of 99.9+ percent. Salesforce does not typically offer Service Level Agreements as part of the base service offering. Our approach is to offer a service with high availability and fast resolution of problems. If a customer requires an SLA it will be negotiated separately.	
ServiceNow	ServiceNow's Availablity SLA Is 99.8%, excluding Excused Downtime of up to two hours per month. This is achievable through the use of the Advanced High Availability (AHA) architecture described in 8.8.1 that provides failover capabilities for maintenance and service disruptions to minimize downtime.	
Docusign	DocuSign offers carrier class bank grade, "always on" availability. This means DocuSign has eliminated monthly maintenance (taking 0 minutes of planned downtime per year). We are a multi-year 99.99% operation. Please view the DocuSign Trust site (trust.docusign.com) for additional information.	
QTS	TIA 942 requirements for the design, construction, and management of Tier III facilities is the design basis for all QTS data centers. Using best-of-breed technologies, QTS's highly trained, certified data center professionals tailor efficient and reliable solutions to meet individual customer requirements. Primary commercial power is delivered to facilities through diverse, redundant paths to eliminate single points of failure between the nearest electrical substation (usually on-site) and each piece of customer IT equipment. QTS allows users to inspect the engineering drawings to validate that truly redundant N+1 architectures are in place and that the 99.999% uptime guarantee is supported by sound engineering and operational policies. Meaningful Service Level Agreements are backed by financial penalties spelled out in tailored Master Service Agreements with each customer.	
SAP	Ariba	Our data centers have 99.99% uptime. Our application maintains a 99.% official SLA with the last 12 months seeing 99.98% uptime.
	Fieldglass	For customers hosted in US data centers, we commit to a 99% availability standard. For customers who choose to be hosted in EU data centers, our availability standard is 96.7%. If we fail to meet the availability standard, the

		customer may be entitled to receive a credit equal to two percent (2%) of its transaction fees for the service for that month for each one percent (1%) (or portion thereof) by which we fail to achieve such level, up to one hundred percent (100%) of the fees for such month.
	Hanna	The SAP HEC offers a 99.5% uptime availability SLA for production (PRD) instances and a 95% uptime availability for quality assurance (QAS) and development (DEV) instances. This means that after taking in to account the monthly maintenance window, the TOTAL solution will be available 99.5% of the time - not that we expect it, but this equates to about 3 hours of unscheduled downtime per month. The concept of "total solution" is important because the HEC provides Holistic Solution Availability - our single SLA covers the FULL SOLUTION STACK which means it covers the Infrastructure, Operating System, local DB, the HANA in-Memory DB, and the Application layers. We do not offer individual SLAs on individual layers because if one layer fails, the entire solution is down
	Hybris	The environment is completely redundant and based on a high availability architecture. The hybris private cloud is based on VMWare virtualization and is fully load-balanced. Customer systems reside on a redundant server infrastructure ensuring that if one server (or part of the server infrastructure) fails, a backup is in place to ensure that systems remain operational. The infrastructure is load-balanced ensuring high availability of the system during peak usage periods. The load-balancing allows the systems to support large volumes of simultaneous users balancing the load of activity across multiple servers ensuring peak performance of all systems. Redundancy of Infrastructure Components: • Multihome connectivity to the Internet backbone. Multiple connections to the internet, allows optimizing the best route as well as redundancy. • At an individual component level, all devices have dual physical power connections to protect against any individual power supply failure • Redundant Firewalls • Redundant Routers, • Redundant Load balancers • Virtualized Application and Web servers • Clustered Database - active active cluster mode for enhanced redundancy • High performance SAN storage- from Netapp, with built in redundancy at the disk level (NetApp proprietary RAID technology, similar to a RAID 5) • The data centers provide diverse power (Uninterruptible Power Supply), backup generators and air conditioning systems required to ensure equipment remain online with optimal performance 24/7/365. • SLA: contractually we provide a guarantee on the performance of your application at 99.9% availability.
	SuccessFactors	We contractually guarantee a minimum of 99.5% system uptime, with the exception of regularly scheduled and emergency maintenance.

VMware	VMware's SLAs for vCloud Air. Our Availability Commitment ranges from 99.99% - 99.95 based on the Class of Service. The SLAs are subject to the terms of the applicable Terms of Service for the VMware vCloud Air Service Offerings. Dedicated Cloud 99.99%, Virtual Private Cloud 99.95%, Data Protection 99.95%, Disaster Recovery 99.95%, Virtual Private Cloud On-Demand 99.95% Availability Commitment. IaaS Object Storage: Object Storage powered by Google CLoud Platform (standard) 99.9%, Object Storage powered by Google (durable reduced availability) 99.0% and Object Storage (nearline storage) 99%. vCloud Government Service Dedicated Cloud 99.95% and Virtual Private Cloud 99.9% Availability Commitment.
FireEye	FireEye undertakes all reasonable efforts to ensure the availability for 99.9% of the time during each calendar month. In the event the solution does not meet the monthly service availability, FireEye will provide a credit as outlined in the SLA.
VirtueStream	Virtustream solution for VM workload includes the uptime of 99.99%.

8.12.2 Provide your standard uptime service and related Service Level Agreement (SLA) criteria.

CA	APM	Uptime SLA target is 99.8% CA runs test scripts using application monitoring tools on the Production system to verify that the CA SaaS service is available. Test scripts are run approximately once every ten (10) minutes, twenty-four (24) hours per day, seven days per week, throughout the contracted term of the service.
	MAA	Uptime SLA target is 99.8% CA runs test scripts using application monitoring tools on the Production system to verify that the CA SaaS service is available. Test scripts are run approximately once every ten (10) minutes, twenty-four (24) hours per day, seven days per week, throughout the contracted term of the service.
	CA Agile	See above.
	ASM	Uptime SLA target is 99.8% CA runs test scripts using application monitoring tools on the Production system to verify that the CA SaaS service is available. Test scripts are run approximately once every ten (10) minutes, twenty-four (24) hours per day, seven days per week, throughout the contracted term of the service.
Google	Google Cloud Platform SLA: Google's Cloud platform has SLAs ranging from 99.9 - 99.95% uptime.	
Salesforce	Please see response to 8.12.1 above. Salesforce does not typically offer Service Level Agreements as part of the base service offering. Our approach is to offer a service with high availability and fast resolution of problems. If a customer requires an SLA it will be negotiated separately. Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. Live and historical statistics on the Salesforce system performance are publicly published.	
ServiceNow	DEFINITIONS (a) "Available" means that the Subscription Service can be accessed by authorized users.	

	(b) "Excused Downtime" means: (i) Maintenance Time of up to two (2) hours per month; and (ii) any time the Subscription Service is not Available due to circumstances beyond ServiceNow's control, including without limitation modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks. (c) "Maintenance Time" means the time the Subscription Service is not Available due to service maintenance. (d) "Availability SLA" means the percentage of total time during which Customer's production instances of the Subscription Service are Available during a calendar month, excluding Excused Downtime. AVAILABILITY If Customer's production instances of the Subscription Service fall below the Availability SLA of ninety-nine and eight-tenths percent (99.8%) during a calendar month, Customer's exclusive remedy for failure of the Subscription Service to meet the Availability SLAs is either: (1) to request that the affected Subscription Term be extended for the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA; or (2) to request that ServiceNow issue a service credit to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA (determined at the deemed per minute rate ServiceNow charges to Customer for Customer's use of the affected Subscription Service), which Customer may request ServiceNow apply to the next invoice for subscription fees. REQUESTS Customer must request all service credits or extensions in writing to ServiceNow within thirty (30) days of the end of the month in which the Availability SLA was not met, identifying the support requests relating to the period Customer's production instances of the Subscription Service was not Available. The total amount of service credits for any month may not exceed the subscription fee for the affected Subscription Service for the month, and has no cash value. ServiceNow may delay issuing service credits until such amounts reach one thousand U.S. dollars ($1,000) or equivalent currency specified in the applicable Order Form.	
Docusign	Our industry-leading, global support model is there to back you up, no matter where you do your business. We provide you access to the expertise you want, whether through our communities, our knowledge base and on-demand training, or our team of experienced technical support professionals, who know you and your solutions.	
QTS	99.999% uptime guarantee. Meaningful Service Level Agreements are backed by financial penalties spelled out in tailored Master Service Agreements with each customer.	
SAP	Ariba	We guarantee a 99.5% system availability percentage during each month for production versions, with the exception of regularly scheduled and emergency maintenance.
	Hanna	Technical Availability for PRD systems - 99.5% Technical Availability for non PRD systems - 95% SAP shall track and report to Customer the "Technical Availability" in a monthly summary report. SAP HEC can offer a contractual SLA of 99.7 on a case by case basis.
	Hybris	SLA: contractually we provide a guarantee on the performance of your application at 99.9% availability.

	SuccessFactors	We guarantee a 99.5% system availability percentage during each month for production versions, with the exception of regularly scheduled and emergency maintenance.
VMware	AirWatch Service Level Agreements are non-negotiable. AirWatch has a guaranteed uptime SLA of 99.9%. Please refer to the AirWatch Hosted Services Policy for additional information. VMware AirWatch acknowledges that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the mandatory minimum requirements and technical specifications of the RFP.	
FireEye	FireEye cloud solutions are available 99.9% of the time in any calendar month, other than mutually agreed upon and scheduled downtime.	
VirtueStream	Virtustream IaaS Compute is comprised of computing resources hosted in secure data centers that replace the physical computing hardware traditionally housed on Customer site. These resources include physical servers which are logically divided into VMs (virtual machines), each with an allocation of CPU and memory, and linked to storage. Terms used in the detailed descriptions below: •µVM. Pronounced "micro VM," this is Virtustream's fine-grained unit of measurement designed to accurately measure the actual consumption of cloud resources. A µVM is a unit of computing resources, comprised of CPU, memory, storage IOPS, and associated local network bandwidth. The usage of each µVM resource component (CPU, memory, storage input/output, and network bandwidth) is measured at five minute intervals — one unit each for 200MHz of CPU, 768MiB of memory, 40 storage fabric input/output operations per second (IOPS), and 2Mbps of local network bandwidth. The highest of the four is averaged per hour, and the hour values averaged across the month to determine the overall µVM usage for the month. Note: The measurement is performed at the aggregate level — across Customer's entire µVM resource pool. Bandwidth usage is only within the data center. •Basic Plus uVM. These terms differentiate the two ways Virtustream offers µVMs services. "Basic Plus" µVM services are limited to a single Virtustream data center and have 99.99% availability for the Customer's committed level. "Reserve" µVM service is an equivalent quantity of Basic Plus µVMs reserved at Customer-designated secondary Virtustream data center for on-going operation during disaster events and during scheduled disaster recovery (DR) exercises. In both cases, overage resources required ("surges") up to 20% above the committed level from the contract /order form are provided at the same availability level. If Customer experiences consistent overage above this level, then Customer should reset the committed level. •High Memory. Virtustream offers competitive pricing on compute services for applications that require large amounts of memory (64GiB or more). •Enterprise These terms identify the "zones" within which µVMs are made available for consumption. The "Enterprise" zone is for use by non-Internet facing workloads. Systems deployed into the Enterprise zone are not directly accessible from the Internet. Enterprise Basic Plus µVM (IC-uVM-BASP-ENT) Enterprise Basic Plus µVMs reside in a single Virtustream data center, in the Enterprise zone. Resource availability is 99.99%, and only at the designated data center. Overage resources required ("surges") up to 20% above the committed level from the contract /order form is provided at the same availability level. If Customer experiences consistent overage above this level, then Customer should reset the committed level. Service Level. 99.99% availability for the Customer's committed level. Billing. Monthly, based on resource usage. Tier 0 Block Storage - Local Only (IC-STO-TOA-LOC) Block storage with a Latency Service Level of 3ms that is maintained in a single data center with no replication capability. Billing. Monthly fee, based per GB of storage allocated. Allocated storage is measured every 30 minutes, averaged across the month.	

	Tier I Block Storage - Local Only (IC-STO-T1A-LOC) Block storage with a Latency Service Level of 10ms that is maintained in a single data center with no replication capability. Billing. Monthly fee, based per GB of storage allocated. Allocated storage is measured every 30 minutes, averaged across the month. Tier II Block Storage - Local Only (IC-STO-T2A-LOC) Block storage with a Latency Service Level of 20ms that is maintained in a single data center with no replication capability. Billing. Monthly fee, based per GB of storage allocated. Allocated storage is measured every 30 minutes, averaged across the month. Tier III Block Storage - Local Only (IC-STO-T3A-LOC) Block storage with a Latency Service Level Objective of 40ms that is maintained in a single data center with no replication capability. Billing. Monthly fee, based per GB of storage allocated. Allocated storage is measured every 30 minutes, averaged across the month. Tier 0 Block Storage - Replicated (IC-STO-TOA-REP) Data storage with a Latency Service Level of 3ms that is persisted in Customer's primary Virtustream data center, and replicated to a second data center with an interval to provide a Recovery Point Objective (RPO) of 15 minutes. Service Level. Recovery Time Objective (RTO) of one (1) hour, and a Recovery Point Objective (RPO) of fifteen (15) minutes. Billing. Monthly fee, based per GB of storage allocated. Tier I Block Storage - Replicated (IC-STO-T1A-REP) Data storage with a Latency Service Level of 10ms that is persisted in Customer's primary Virtustream data center, and replicated to a second data center with an interval to provide a Recovery Point Objective (RPO) of 15 minutes. Service Level. Recovery Time Objective (RTO) of one (1) hour, and a Recovery Point Objective (RPO) of fifteen (15) minutes. Billing. Monthly fee, based per GB of storage allocated. Tier II Block Storage - Replicated (IC-STO-T2A-REP) Data storage with a Latency Service Level of 20ms that is persisted in Customer's primary Virtustream data center, and replicated to a second data center with an interval to provide a Recovery Point Objective (RPO) of 15 minutes. Service Level. Recovery Time Objective (RTO) of one (1) hour, and a Recovery Point Objective (RPO) of fifteen (15) minutes. Billing. Monthly fee, based per GB of storage allocated. Tier III Block Storage - Replicated (IC-STO-T3A-REP) Data storage with a Latency Service Level Objective of 40ms that is persisted in Customer's primary Virtustream data center, and replicated to a second data center with an interval to provide a Recovery Point Objective (RPO) of 15 minutes. Service Level. Recovery Time Objective (RTO) of one (1) hour, and a Recovery Point Objective (RPO) of fifteen (15) minutes. Billing. Monthly fee, based per GB of storage allocated.

8.12.3 Specify and provide the process to be used for the participating entity to call/contact you for support, who will be providing the support, and describe the basis of availability.

CA	APM	CA Support can be engaged by telephone or online via CA Support Online at http://www.support.ca.com. CA Support is available 24x7x365. Technical support will be delivered in accordance with customer preference, and will likely include both telephone and email communications. CA Support Online is available 24 hours per

		day and allows customers to manage their cases (i.e. log, view, set severity level, update and close cases). CA Support Online also provides various other useful features, for example: a knowledge base search; product and documentation downloads; fixes, service pack and patch downloads; support utilities; automated notifications; access to communities, beta programs; subscriptions for hyper notifications, etc. While working with CA Support engineers on cases, email communications and a remote access capability can also be used to deliver support services. Secure File Transfer Protocol (FTP) and a secure FTP web client allow for the protected transfer of case file attachments to CA Support, with the web client additionally providing case file transfer protection from CA Support. Files are encrypted and stored securely while on CA systems. Optionally unsecure FTP transfers also are supported."
	MAA	CA Support can be engaged by telephone or online via CA Support Online at http://www.support.ca.com. CA Support is available 24x7x365. Technical support will be delivered in accordance with customer preference, and will likely include both telephone and email communications. CA Support Online is available 24 hours per day and allows customers to manage their cases (i.e. log, view, set severity level, update and close cases). CA Support Online also provides various other useful features, for example: a knowledge base search; product and documentation downloads; fixes, service pack and patch downloads; support utilities; automated notifications; access to communities, beta programs; subscriptions for hyper notifications, etc. While working with CA Support engineers on cases, email communications and a remote access capability can also be used to deliver support services. Secure File Transfer Protocol (FTP) and a secure FTP web client allow for the protected transfer of case file attachments to CA Support, with the web client additionally providing case file transfer protection from CA Support. Files are encrypted and stored securely while on CA systems. Optionally unsecure FTP transfers also are supported."
	CA Agile	Support is available 24/7 and a contact number will be provided upon completion of the contract.
	ASM	CA Support can be engaged by telephone or online via CA Support Online at http://www.support.ca.com. CA Support is available 24x7x365. Technical support will be delivered in accordance with customer preference, and will likely include both telephone and email communications. CA Support Online is available 24 hours per day and allows customers to manage their cases (i.e. log, view, set severity level, update and close cases). CA Support Online also provides various other useful features, for example: a knowledge base search; product and documentation downloads; fixes, service pack and patch downloads; support utilities; automated notifications; access to communities, beta programs; subscriptions for hyper notifications, etc. While working with CA Support engineers on cases, email communications and a remote access capability can also be used to deliver support services. Secure File Transfer Protocol (FTP) and a secure FTP web client allow for the protected transfer of case file attachments to CA Support, with the web client additionally providing case file transfer protection from CA Support. Files are encrypted and stored securely while on CA systems. Optionally unsecure FTP transfers also are supported."
Google	Customers are entitled to direct Google support in additional to whatever Support Services the reseller has to offer. Google has a published Technical Services Support Guide for both Google Apps and Google Cloud Platform that describe the hours of operation, how to get after hours	

	support, how to set the priority on a case, how to contact Google, and what the target response times are.
AODocs	Customers are entitled to direct AODocs support in additional to whatever Support Services the reseller has to offer.
Salesforce	Salesforce is proposing the Premier+Success Plan. Your Agency can cover all of its bases with this plan: support, training, and administration. It's what the + is all about. The Premier+ Success Plan gives you all the benefits of our Premier success plan, including a support rep assigned to your organization, priority case routing, 1-hour response time, 24x7 phone support, unlimited usage of our entire online course library, plus one very helpful addition: access to your own team of expert Salesforce administrators. This lets you focus on design and management while we support your configuration. The Premier+ Success Plan includes: ● Unlimited access to our entire online course catalog of 100+ courses ● 24x7 toll-free phone support ● Priority case queuing and routing ● Quick 1-hour response time ● An assigned support account rep ● Force.com code troubleshooting ● Customizable end-user course templates ● Premier Success Review to measure usage and trends ● Access to our pool of Salesforce Certified Administrators who can configure and maintain your Salesforce edition ● Premier Success Review to measure usage and trends ● Includes administration services: Get configuration help. Request 100+ routine configuration updates like creating users, reports, workflow, and dashboards. You take online administration training to learn the basics, then you tell us your business requirements. Our team of certified administrators updates your Salesforce system. Subject to the Government Cloud Premier+ Success Plan outlined above, access to systems and permissions which could permit access to Customer Data inside of the Salesforce Government Cloud storing U.S. government, U.S. government contractors, and FFRDC Customer Data will be restricted to Qualified U.S. Citizens. Qualified US Citizens are individuals who are United States citizens, and are physically located within the United States when accessing the Salesforce Government Cloud systems; and have completed a background check as a condition of their employment with Salesforce.Severity Levels & Response TimesIssues will be categorized and handled according to an assigned severity level, as follows: Level 1 - Critical Response time: 1 Hour* Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available. Level 2 - Urgent Response time: 2 Hours* Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available. Also includes time-sensitive requests such as requests for feature activation or a data export. Level 3 - High Response time: 4 Hours**

	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable. Level 4 - Medium Response time: 8 Hours** Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable. *24/7 Severity 1 and 2 coverage includes weekends and holidays **Severity 3 and 4 target response times include local business hours only and exclude weekends and holidaysOverview of Support Escalation PathAn issue is received by Tier 1 Support Rep who will document details and attempt to resolve. In the event that the problem cannot be resolved at this level, case will be escalated to a Tier 2 Support Rep for further analysis. Occasionally, a Case may be received for which technical understanding or indicated fix exceeds the responsibility of Support. These issues are quickly brought to the attention of R&D through the Tier 3/QA channel. Throughout the lifecycle of the case, customer will receive regular updates from the case owner at regular intervals based on case severity. Customers can work with their Support Account Specialist (SAS) if assigned through the purchase of Premier Support as a point of escalation should the need arise. Step-by-step escalation path: •Case is logged via Help Portal, Phone or through Live Chat •Depending on the functional area of the case a Tier 1 Support Rep from the appropriate skill group responds to the user confirming that the issue has been received and is in process. •Tier 1 analyzes the issue from the perspective of customer provided information in the case. •Tier 1 makes contact (phone or email) with the customer and gathers more information including any access needed to reproduce the problem. •With all necessary information gathered, Tier 1 will attempt to resolve the issue with the customer. •When resolution cannot be immediately achieved, Tier 1 Support Rep will escalate to a Tier 2 Support Rep in the same skill group. Tier 2 Support Rep will take all steps necessary to reproduce, understand and resolve the issue. •Technical Issues that cannot be resolved by the Tier 2 Support Rep are escalated to Tier 3. This escalation will provide a deeper layer of analysis with the possibility of escalation to QA/Development for Application issues and Escalation to Operation Services for Infrastructure issues as needed. •Functional Issues that cannot be resolved by Tier 3 are escalated to Product Management. •If it is an application Issue, necessary Development work will be performed, tested and a patch created. •Issue Fix Submitted to Operations for Infrastructure issues. •Issue Fix deployed. •Tier 2 Support Rep confirms success of Bug Fix in addressing the problem. •Tier 2 Support Rep contacts customer and confirms that the issue is Resolved. •Case is closed"
ServiceNow	Customer Support is provided by ServiceNow 24 hours a day, 7 days a week, including all holidays. Customer may contact ServiceNow using one of the following means: •Support Portal at https://hi.service-now.com/. Customer may get login access to this self-service portal by contacting its ServiceNow administrator. •Phone using one of the numbers at http://www.servicenow.com/support/contact-support.html. Customer shall contact ServiceNow's authorized reseller in accordance with its agreement with the reseller.

	See the "Customer Support Policy" contained within the "Subscription Service Guide" included with this response for more information.
Docusign	Enterprise Premier support provides 24x7 Live Phone Support.
QTS	Dedicated support staff is available 24x7x365 to generate and track incidents to resolution QTS Customer Portal provides round-the clock visibility into your environment
VMware	Global Support Services
FireEye	FireEye offers 24/7 technical support and its technical support centers around the globe in a follow-the-sun model. •Milpitas, CA, USA (UTC -7 hours) •Reston, VA, USA (UTC -4 hours) •Dublin, Ireland (UTC) •Singapore (UTC +8 hours) •Sydney, Australia (UTC +10 hours) FireEye Support is available via telephone, email, live chat, and web. Phone: U.S: +1 877-347-3393 (877 FIREEYE) Email: Support@FireEye.com Web Support: https://www.fireeye.com/support/get-support.html Support Programs: https://www.fireeye.com/support/support-programs.html
VirtueStream	Virtustream will work collaboratively with State of Utah to develop / maintain a relationship structure that leads to quick resolution, regularly scheduled status meetings, and quarterly business reviews. Virtustream will assign multiple key personnel to State of Utah including an Executive level sponsor. The primary point of contact will be Virtustream's Technical Account Manager (TAM). The TAM is responsible for daily activities/interaction and understanding/ensuring State of Utah's objectives are met at a minimum. Optimizations and other improvements to processes/standard operating procedures are delivered by the TAM in coordination with other Virtustream staff working behind the scenes. The TAM will coordinate day-to-day operation, service level management and SL reporting. The following outlines Virtustream's approach to service desk escalation and issue resolution. Escalations within Virtustream Virtustream will provide Level 0 and Level I support and first call resolution where possible, as determined by Virtustream. Where first call resolution is not possible, the Virtustream Service Desk provides incident management for Incidents and Urgent Service Requests escalated to Level II and Level III resources as defined below. In the event that Virtustream's Response to an Incident is not acceptable to the Customer, Customer can contact the Virtustream Service Desk and request escalation to the head of the Service Desk. Virtustream shall, upon receipt of any such request, immediately escalate the issue to the head of the Service Desk or technical team as appropriate. Service Request Prioritization Service Requests are assigned a priority of either 'Urgent' or 'Standard' and are queued for fulfillment with the corresponding priority. All Service Requests will be reviewed by the Virtustream Service Desk, who will determine the appropriate priority to assign with collaboration of Customer. Incident Prioritization All Incidents that are reported to the Virtustream Service Desk, or that Virtustream otherwise becomes aware of, will be initially assigned a priority by the Virtustream Service Desk as set forth below. Internal escalation for Incidents to Level II and Level III resources are based on the priority level assigned to the Incident.

Incident Prioritization			
Priority/ Severity	**Definition**	**Response Time Service Level**	
1	Major part of the system is unavailable/not operating correctly, affecting multiple users. No workarounds in place and business operations are not possible. **Or** Incident has a critical impact on the business (e.g., loss of the Exchange Production server impacting all users).	**30 minutes**	Response time will be within indicated time beginning from when the customer creates a ticket or a monitoring event is validated. Additional resources are engaged via Virtustream's on Call Process.
2	Part of the system is unavailable/not operating correctly, affecting users in a single function. No workarounds in place and business operations in this function are not possible/severely impacted. **Or** Incident has a serious impact on part of the business (e.g., a configuration change is impacting a small subset of users).	**60 minutes**	
3	Part of the system is unavailable/not operating correctly, affecting users in a single function. Workarounds in place, but business operations are impacted, although not severely. **Or** Incident has a temporary impact on users and is non critical or is a development issue (e.g., email is slow to deliver)	**4 hours**	
4	Incident that is causing inconvenience to the business, but not impacting operations. **Or** Incident has a minor impact on users or business, or issue is a request for further information	**1 business day**	

Virtustream will assign a Technical Account Manager starting on day 1 of the contract. The Cloud Platform, Cloud Cover (managed services), and Cloud Security team's will also be assigned to State of Utah upon execution of the contract. All of the individuals assigned to the State of Utah account have significant years of experience in their fields.

The TAM assigned to State of Utah will provide reports ad hoc but also on a quarterly basis. The quarterly business reviews include but are not limited to performance measurements, service requests. On a monthly basis, the TAM will provide a consumption report detailing the items consumed by each virtual machine. This delivers a very granular cost breakdown to State of Utah which will allow the data to be carved multiple ways. Also, information can be gathered by the State of Utah team any time they want from the xStream portal. State of Utah can also issue a ticket to Virtustream operations center to request information as well. The TAM will conduct scheduled meetings and be in constant contact with State of Utah. The TAM is an extension of the State of Utah team.

Virtustream defines a Root cause analysis (RCA) as the formal process, documented in writing by Virtustream and approved by Customer, to be used by Virtustream to diagnose problems at the lowest reasonable level which includes a report of the corrective action to be taken and defined timelines for corrective actions, which shall eliminate, to the extent reasonably possible, repeat failures. The following details the RASCI for RCA's:

	Role/Function	Customer	Virtustream
	Request Root Cause Analysis tickets by contacting the Virtustream TAM (Customer requests Incident report/Problem record)	R/A	S
	Document, track and manage all Problem tickets using ITSM system	S	R/A
	Provide Problem management review and Root Cause Analysis (RCA) for all in-scope P 1 Incidents (preliminary report within 48 hours; final within 15 calendar days)	S	R/A
	Provide Problem management and RCA of identified Problems (e.g., reoccurring events, alerts) - investigate and diagnose	S	R/A

8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.

CA	APM	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in the contract.
	MAA	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in the SaaS Listing.
	CA Agile	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in the contract.
	ASM	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in the SaaS Listing.
AODocs	If AODocs does not meet the SLAs, the customer will be eligible to receive a service credit.	
Virtru	Email support@virtru.com	
ServiceNow	ServiceNow or its authorized reseller, as applicable, will use reasonable efforts to meet the target response times and target level of effort stated in the "Customer Support Policy" contained within the "Subscription Service Guide" included with this response for more information.	
SAP	Ariba	As part of the Cloud subscription, Ariba provides Customer Support services to help diagnose, troubleshoot and resolve functional and technical problems for all users. Ariba's award winning customer service staff can be contacted via phone (toll free), email or Web form Monday-Friday, 24/5 in multiple time zones and languages. Ariba Connect, our online support portal provides 24/7 support for service and enhancement requests. Customers may also choose to purchase ExpertCare. ExpertCare provides each customer with a named contact within Ariba that acts as an ExpertCare Manager for the customer and is knowledgeable about customer specific business process, configurations and customizations.
	Fieldglass	Our best practice is that the program office (managed by the State of Utah or your chosen MSP) provides first-level support for end users including hiring managers, approvers, suppliers, etc. Fieldglass' multi-lingual helpdesk is available by phone, email or web form 24x7x365. Our English language helpdesk is located at our corporate headquarters in Chicago. Merlin Information Systems Ltd., a UK entity, provides helpdesk service in French, German and Japanese from its Manila,

		Philippines and Debrecen, Hungary locations. We are prepared to assist with technical, functional or administrative questions about the Fieldglass application.
	Hanna	Customer key users have several options to communicate incidents into SAP Managed Cloud Delivery. Primary entry point: The best and easiest way to get an incident resolved is by creating and sending incidents directly to SAP Managed Cloud Delivery Service Teams via the SAP Support Portal. This communication channel ensures that all support teams are notified and therefore is the most preferred way to contact SAP on support/service related issues. Alternative option to the primary entry point: Customer key user can also communicate incidents by telephone via the SAP Customer Interaction Center (CIC) (e.g. in case of facing challenges in submitting an incident via the SAP Support Portal). Exceptional option: During business hours, customer key user may also communicate urgent incidents by contacting designated SAP Managed Cloud Delivery service contacts like Customer Engagement Service Manager (CESM) to create an incident on behalf of the customer. However – as already mentioned - this is not the preferred way of communication, but only should be applied in exceptional cases. Support times are contractually agreed upon with each individual customer organization. The SAP Managed Cloud Delivery (MCD) Service Desk and the Service Teams are spread across Europe, Americas and Asia.As a result of the global set-up across several time zones, SAP MCD Service Desk is able to provide worldwide 24/7 support to customers, throughout the entire year and according to the “Follow-The-Sun-Principle”.
	Hybris	Key service levels are delivered through service level objectives, which provide for uptime of 99.9 for the hosted environment. Furthermore, monitoring is in place to report and alert upon uptime and response times of the environment to ensure best possible performance. The following support is specifically for the SAP Hybris Commerce, Cloud Edition. Customers can contact SAP Hybris Commerce, Cloud Edition technical support by toll-free telephone number or e-mail 24 hours per day, seven days per week. Based on the priority level, SAP Hybris’s support personnel will attempt to provide Customer with remote assistance for reported issues. Contact information for technical support is as follows: Toll-Free Telephone Number: 888-944-2664 ext 6 In the event that Customer contacts SAP Hybris support, SAP Hybris shall respond to such reports as follows: Priority Level : Characteristics Response Time Resolution Time Objective

		Priority Level 1 Fatal Issue: Problem causing the Customer Website to cease from operating. This situation is generally described as a total failure. 25 Minutes (7x24) 2 hours Priority Level 2 Major Issue: Problem causing the Customer Website to experience major problems with it ability to operate. This situation exists when the Customer Website is partially failing however it is still able to function. 25 minutes (7x24) 12 hours Priority Level 3 Degradation of Performance: Problem affecting only certain non-critical functions of the Customer Website. This situation is occurring when the Customer Website is usable but has certain limited functions. 2 hours 1 business day Priority Level 4 Minor Issue: This situation includes all other non-critical problems. It is present when the Customer Website is usable however the problem results in a minor issue affecting it. 2 hours 3 business days Upon receipt of a service call classifying the priority level, SAP Hybris will deploy commercially reasonable efforts to respond and assist in the resolution of the problem. Application support for code developed by Customer or its implementation partner will be provided by Customer or Customer's implementation partner. If SAP hybris provides SAP Hybris Commerce, Cloud Edition support to a Customer as requested by Customer, and it is subsequently revealed that SAP Hybris was not responsible for the problem or the problem was not classified correctly by the customer, Customer will pay SAP Hybris on a time and materials basis for such support and assistance.
	SuccessFactors	
VMware	Our Availability Commitment for VMware AirWatch is 99.9%. The SLAs are subject to the terms of the applicable Terms of Service for VMware AirWatch. If the Availability of a class of service that you purchase is less than the associated Availability Commitment, then you may request Service Credits for that affected class of service. Availability in a given month is calculated according to the following formula: "Availability" = ((total minutes in a calendar month – total minutes Unavailable) / total minutes in a calendar month) x 100 A class of service will be considered "Unavailable," subject to the Service Level Agreement Limitations set forth below, if VMware's monitoring tools determine one of the following events has occurred ("SLA Event"). The total minutes that a class of service is Unavailable for a particular SLA Event is measured from the time that VMware validates the SLA Event has occurred, as defined below, until the time that VMware resolves the SLA Event such that the Service Offering is Available to you. If two or more SLA Event occurs simultaneously, the SLA Event with the longest duration will be used to determine the total minutes Unavailable.	

	1. Each of the following will be considered an SLA Event for the Dedicated Cloud, Virtual Private Cloud, or Virtual Private Cloud OnDemand Services: a) Any of the network interfaces of the Service Offering Network are unavailable for more than three (3) consecutive minutes. The "Service Offering Network" means the network that extends from the network interfaces of physical host servers for a class of service to the outside network interfaces providing the Service Offering's public internet connectivity. b) The data store(s) associated with your block level storage for a class of service are unavailable for more than three (3) consecutive minutes. c) The self-service console, available at https://vchs.vmware.com, cannot successfully authenticate a simulated user for more than five (5) consecutive minutes. d) Your running virtual machines for a class of service become inaccessible for more than five (5) consecutive minutes due to physical host server failures. 2. Each of the following will be considered an SLA Event for the Data Protection Service: a) The backup storage repository associated with your Data Protection service is unavailable for more than three (3) consecutive minutes. b) The start time associated with your backup scheduling window is missed for longer than thirty (30) consecutive minutes. c) The standard 24-hour recovery point objective (RPO) is missed for any virtual machines actively enrolled in the service. d) Any restore operation for a virtual machine fails to complete due to backup infrastructure failures. 3. Each of the following will be considered an SLA Event for the Disaster Recovery Service: a) Any of the network interfaces of the Service Offering Network are unavailable for more than three (3) consecutive minutes. b) The data store(s) associated with your block level storage for replication is unavailable for more than three (3) consecutive minutes. c) The self-service console, available at https://vchs.vmware.com, cannot successfully authenticate a simulated user for more than five (5) consecutive minutes. d) Your failed-over virtual machines for a class of service become inaccessible for more than five (5) consecutive minutes due to physical host server failures. e) Any built-in service functions for failover testing, planned migration, or live failover and recovery result in virtual machine replicas not powering on in less than 4 consecutive hours from the time a request is acknowledged and approved by VMware. 4. The following will be considered an SLA Event for the Object Storage service: a) A more than five (5) percent Error Rate for more than ten (10) consecutive minutes – where "Error Rate" means the number of valid requests that result in a response with HTTP Status 500 and Code "Internal Error" divided by the total number of valid requests during each five-minute period.
FireEye	FireEye shall use commercially reasonable efforts to correct any reproducible programming error in the Software attributable to FireEye, employing a level of effort commensurate with the severity of the error, provided, however, that FireEye shall have no obligation to correct all errors in the Software.

8.12.5 Describe the firm's procedures and schedules for any planned downtime.

CA	APM	Planned downtime is scheduled, and customers are notified
	MAA	Customers are notified at least two weeks in advance for planned downtime.
	CA Agile	Regularly scheduled maintenance (planned downtime for upgrades and maintenance) where the customer has been given at least eight (8) hours notice does not count as downtime. Unscheduled maintenance, in which the Rally Service is unavailable and

		advance notice was not provided to customers, will be counted against the up-time SLA.
	ASM	Customers are notified at least two weeks in advance for planned downtime.
Google	Google's maintenance routines are done in a manner that ensures there is no need to schedule any downtime.	
AODocs	AODocs's maintenance routines are done in a manner that ensures there is no need to schedule any downtime.	
Salesforce	There are two types of maintenance at Salesforce: System Maintenance and Release Maintenance. System Maintenance is for sustaining the performance, reliability, security, and stability of the infrastructure supporting our services. When maintenance is scheduled, the specific timing and availability to be expected during that time will be communicated to all customers approximately one week in advance of the maintenance window upon login to Salesforce and via a posting to http://trust.salesforce.com/trust/maintenance. In the event of planned maintenance where the services will be unavailable for more than four hours, or that requires customer action in advance, Salesforce endeavors to communicate via email several months in advance. Please Note: If emergency system maintenance is required, customers may be notified less than one (1) week in advance. Major Release Maintenance is for upgrading the services to the latest product version to deliver enhanced features and functionality. Major release dates and times are posted on http://trust.salesforce.com/trust/maintenance approximately one month before release to Sandbox instances. An email notification and blog post regarding Sandbox preview instructions is also sent approximately one month prior to upgrading Sandbox instances. Email notification of major release dates is sent one month prior to upgrading non-Sandbox instances. The Release Notes document describing the new features and functionality is posted in Help & Training one month prior to upgrading non-Sandbox instances. Final release reminders are communicated to all customers approximately one week prior via email and upon logging into Salesforce. Major release maintenance occurs three times per year. The instance will be unavailable for up to five minutes during the release window. Patch Releases and Emergency Releases are used to deliver scheduled and ad hoc application fixes. Patch releases are scheduled weekly and are usually deployed to instances on Tuesday, Wednesday or Thursday, with release to Asia-Pacific instances the following day. Emergency releases are conducted on an as-needed basis and can occur any day of the week. Whenever possible, patches and emergency releases are deployed during off-peak hours and without downtime.	
ServiceNow	ServiceNow notifies customers at least 10 days prior to scheduled maintenance for infrastructure network, hardware or software that might impact service. ServiceNow targets no more than two hours of downtime due to scheduled maintenance per month.	
Docusign	Continuous availability is a necessity for mission-critical business applications in a global world. It's also a key component of the xDTM standard. Zero maintenance downtime means that DocuSign is always available, regardless of the time-of-year, day-of-week, time zone or country. DocuSign's Carrier Grade System Architecture, a first in SaaS, eliminates maintenance downtime, and ensures the highest level of performance resiliency and data integrity. This is accomplished through a combination of advanced high availability architecture, native DocuSign engineering, and both specialized and commodity hardware and software components.	
SAP	Ariba	Scheduled downtime windows for maintenance, upgrades or new releases are provided in the Service Level Agreement. Our uptime percentage takes scheduled maintenance into account.

	Fieldglass	Fieldglass' maintenance windows are as follows: • Friday maintenance window of 11:00 p.m. – 2:00 a.m. Central (Daylight Savings Observed) • Extended maintenance windows are taken with five days advance notice and are typically as follows: - Second Friday of each of the following months: March, July, and November - Critical service packs, security issues, and other emergencies will still be taken if needed with communication as reasonable
	Hanna	SAP performs periodic scheduled maintenance activities to maintain security patching levels, application transports, fixes, network maintenance, and other scheduled proactive activities during scheduled maintenance window (agreed to by the customer). The predefined maintenance window is 4 hours per month (for example first friday of every month) SAP may perform additional maintenance services on the Customer's Computing Environment in agreement with Customer, with at least ten (10) Business Days prior notice (which notice may be by email to Customer's nominated contact or posting) of the date and anticipated length of the maintenance window, and provided that SAP adheres to Customer's reasonable requirements as to the timing and duration of any such maintenance. SAP reserves the right to apply critical application and operating system security patches in compliance with the SAP Global Security Team's reasonable recommendations. SAP will use reasonable endeavours to provide Customer with forty-eight (48) hours advance notice regarding the critical patch deployment unless a shorter notice period is required in order to address a critical security issue. Non critical security issues shall be dealt with by Scheduled Maintenance
	Hybris	Typically they are two-hour maintenance windows, with no downtime or on occasion maintenance periods require between 2 to 10 minutes of downtime. Other rare periods which may require further maintenance could have downtime between 30 min to 4 hours.
	SuccessFactors	To address issues such as security patches, hot fixes, updates, equipment upgrades, etc., we has established maintenance windows to perform scheduled maintenance. Scheduled maintenance events typically occur during only one of these windows, roughly every 6-8 weeks. A 14-hour/week window will be used for all critical / most emergency patches and all bug fixes (will include tech stack and application patch sets). We define scheduled downtime maintenance windows as: Midnight to 7 a.m. Fri-Sat local time + midnight to 7 a.m. Sat-Sun local time (dependent upon the data center where the customer data is hosted) We will provide customers with at least a 2 days' notice if a larger maintenance window is needed. Typically, for HCM / LMS products, customers receive a 3-5 day notification (via popup on login). When the system is not available during the maintenance there is a notification page displayed for the outage timing. We plan maintenance events conservatively, and use them sparingly.
VMware	VMware IaaS Services Customers are notified in advance of any expected downtime with vCloud Air services. In the event of an unexpected outages or disruption to the service, customers will be notified via their preferred contact means as soon as possible as per the terms outlined in the Service Level Agreement. VMWare AirWatch	

	We maintain standard SLAs with our customers to provide for downtime • SLAs are defined within the AirWatch Hosted Services Policy Per our Hosted Services Policy, we provide outage credits in the event of a service interruption: • ""AirWatch warrants it will provide Availability of the Hosted Services 99.9% of the calendar month (the "Service Level"). To the extent that the Hosted Services fail to conform to the Service Level, Customer may request service credits ("Outage Credits") as provided herein. A failure or lack of Availability for any period of time of at least one minute during which Customer is unable to utilize the Hosted Services due to AirWatch's failure to provide Customer with the specified services constitutes an "Outage". All Outage measurements will be rounded up or down to the nearest one minute increment, with increments equal to or greater than 30 seconds being rounded up to the next minute. Outage Credits are based on cumulative periods of Outage over a calendar month. Final determinations of the length of the cumulative periods of Outage over a calendar month shall be based on AirWatch's internal monitoring equipment and records. Outage Credits will be taken against only the Hosted Service fees for the month in which the Outage occurred.""
FireEye	FireEye undertakes reasonable efforts to ensure that the service availability maintains a minimum of 99.9% availability. However there are circumstances where the system will be down due to the following: a) "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer. Customers receive notification and announcements for any scheduled maintenance period. b)"Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance.
VirtueStream	Virtustream planned downtimes start with the weekly change board meeting by the Platform Operations group. All requested changes whether requested by customers or by the operations staff are reviewed, if approved then scheduled. Depending on the nature of the change, routine and planned, the affected customers are notified as early as possible and adjusted based on customer needs. For example, if the scheduled downtime falls on a weekend that a customer plans to do their quarterly close, Virtustream will reschedule. An emergency/urgent change may have less notice for the customers. But in all cases, customers will be notified of the upcoming downtime multiple times, start of the downtime will be specified and the expected duration. Once the downtime is complete, another notification will go out to the affected

8.12.6 Describe the consequences/SLA remedies if disaster recovery metrics are not met.

CA	APM	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in contract. Defined, monetary penalties are provided in the SaaS Listing document.
	MAA	Defined monetary penalties are provided in the SaaS Listing document
	CA Agile	See 8.12.4
	ASM	Defined, monetary penalties are provided in the SaaS Listing document
Google	Customers will be eligible to receive a service credit.	
AODocs	Customers will be eligible to receive a service credit.	
Salesforce	Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, and backed up at the primary data center. Backups are performed daily at primary data center facility without stopping access to the application.	

	For business continuity purposes, Salesforce supports disaster recovery with a dedicated team and a 4 hour recovery point objective (RPO) and 12 hour recovery time objective (RTO). Additional details can be provided with the execution of an NDA between Salesforce and your Agency. In terms of remedies, the Salesforce Service Terms incorporated as part of the End User Licensing Agreement indicate the following regarding Termination allowing customers to terminate the contract at time of renewal: ""User subscriptions will automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless You give Your Reseller notice of termination at least 30 days prior to the end of the relevant subscription term.""	
ServiceNow	See 8.12.2 for the Availability SLA.	
Docusign	See 8.12.4.	
SAP	Ariba	Please see the details provided in 8.12.4 response.
	Fieldglass	Please see the answer to Question 8.12.4, above.
	Hanna	Penalties and remediation for SLA violations are detailed in the Statement of Work.
	Hybris	Our SLA provides tenant remuneration for losses they may incur due to outages within the infrastructure.
VMware	For VMware there is a service credit reimbursement structure outlined above. We have detailed recovery procedures that include defined steps, roles and responsibilities and accountable personnel to help ensure streamlined disaster recovery. As conversations progress, AirWatch can provide specific details regarding our disaster recovery timelines and strategies.	
FireEye	FireEye has established formal Business Continuity and Disaster Recovery plan, as well as Incident Response and Recovery Plans to help maximize availability of critical customer-impacting services.	

8.12.7 Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.

CA	APM	A report of the Service's measured monthly SLA is available to Customer upon request
	MAA	Reports are generated periodically and ad hoc. Customers can use their support.ca.com credentials to access private trust site which contains SLA details for the subscribed service.
	CA Agile	Realtime and historical system status can be viewed at https://status.rallydev.com
	ASM	Reports are generated periodically and ad hoc.
Google	Google does not produce customer specific performance reports. The web based Apps Status Dashboard displays real time System Availability Details. Customers can works with their Google reseller to design a reporting system using Google Sheets based on which incident actually impacts their end users. Service availability issues are isolated to specific applications and specific geographically locations and thus would not impact all of your users or your account at all.	
AODocs	AODocs does not produce customer specific performance reports. Customers can visit the AODocs status page: status.aodocs.com. AODocs provides a set a usage reports and AODocs team can also work with the customer to build specific reports	
Virtru	We have realtime monitoring of both server side operations and client side interactions.	
Salesforce	System Performance ReportsOur track record speaks for itself—Salesforce has maintained high levels of availability across all Salesforce instances since inception. As an on-demand vendor	

	providing daily service-quality data on a public website (http://trust.salesforce.com), Salesforce proves that it is a leader in availability. And by making its track record completely transparent, salesforce.com proves it is worthy of customers' trust. A few metrics that we maintain (and publish publicly via our trust.salesforce.com website) are: -Daily Transaction Counts -Daily Transaction Speeds Salesforce is hitting almost 4 billion transactions a day. These transactions are a mix of user interacting with the system and API calls where other systems are bi-directionally interacting with Salesforce. Our Average Transaction Time hovers between 150 and low 200 milliseconds. Some additional published metrics are uptime & availability, planned maintenance windows, and any performance degradation. The Purchasing Entity can view all of this information and more by going to trust.salesforce.com. Customers can also log a case to request system uptime reports for the last 6 months and last 12 months, however, system reports are not automatically distributed.	
ServiceNow	Administrators can view a wide range of performance metrics for their instance and for the machine on which the instance is running, displayed in a graphical format. Add these graphs and their controls to a home page to monitor the performance of instances. Some of these graphs are intended for use by ServiceNow Technical Support to troubleshoot performance issues or help tune your system for maximum efficiency. Each graph enables admins to filter the data by using different measurements, such as maximum and minimum values, means, and medians. The available graphs reflect performance in eight functional areas of ServiceNow. •Database •Discovery •Disk Partitions •Linux Stats •Logging •MySQL Overview •Node Metrics •Replication •ServiceNow Servlet	
Docusign	For real-time data, please visit the DocuSign Trust site (trust.docusign.com) for additional information.	
SAP	Ariba	We provide a monthly report to customers describing the system availability percentage. Depending on the cloud service, these reports are made available either by email, through the cloud service or through an online portal.
	Fieldglass	Fieldglass executes comprehensive performance testing prior to each release to production. Performance testing is executed in accordance with the Fieldglass Performance Testing Standards document. Types of testing performed include regression, load, stress, and endurance. Results are reviewed and approved by senior members of development, QA, IT, and the Chief Architect. Our standards document can be shared upon request while under NDA. During peak periods, Fieldglass will see 12,000 concurrent users with page response times averaging 400-700ms. Across all of 2015, we have a 99.4% success rate in meeting or exceeding all monthly customer SLAs for page response times.
	Hanna	Performance reports on HEC are available to the customer via the SAP One Portal page. It provides the customer among other things: operational info about systems being managed, incident management, security management, user specific settings, planned downtime, etc.

	SuccessFactors	Customers can view hosting performance and availability information real-time at the following link: https://support.successfactors.com/Service_Status.
VMware	VMware IaaS Services VMware vCloud Air provides Web-based capacity reporting via the MyVMware portal. For detailed performance reporting, participating entities may wish to acquire VMware vRealize Operations suite, which is a non-Web based software product which provides real-time and historic performance statistics for vCloud Air. VMWare AirWatch We can provide sample performance testing documents that validate our ability to handle anticipated workload under real-world conditions as conversations progress. We have a dedicated team for scalability and performance testing. They work with both internal teams and customers to conduct testing.	
FireEye	This is not applicable as each of the FireEye offerings are classified as SaaS. The performance of the FireEye cloud environments are continuously monitored and managed by the cloud service operations (CSO) team to ensure secure operation and availability.	
VirtueStream	Service Levels will be calculated and measured monthly by Virtustream on a calendar month basis and reported each month for the previous month. The reports will be provided to Customer by the tenth (10th) working day of the month following that to which such report relates, commencing on the second (2nd) month following the Service Start Date and each month thereafter. The monthly service level report will contain at least the following items: (i) Uptime statistics for the month concerned; (ii) an analysis of reported incidents over the previous month, broken down by type for discussion; (iii) action plans for items giving rise to concern; (iv) comments and observations on any issues arising from Virtustream's performance monitoring activities; (v) recommendations on service delivery strategies to maintain or enhance the service level; and (vi) review of general business requirements ("Service Level Report"). Cloud Platform Services (CPS) has its own specific service levels as described in this document. Cloud Cover Services (CCS) has service levels that pertain to the CCS offerings and are reported separately. Not all Virtustream customers have CCS but all Virtustream customers use CPS.	

8.12.8 Ability to print historical, statistical, and usage reports locally.

CA	APM	A report of the Service's measured monthly SLA is available to Customer upon request
	MAA	Same as above.
	CA Agile	This is available upon request.
	ASM	Customers are sent monthly SLA reports.
Google	See 8.12.7	
AODocs	See 8.12.7	
Virtru	We may be able to publish reports locally for customers.	
Salesforce	Trust.salesforce.com is the Salesforce community's home for real-time information on system performance and security. On this site you'll find: ● Live and historical data on system performance ● Up-to-the minute information on planned maintenance ● Phishing, malicious software, and social engineering threats ● Best security practices for your organization ● Information on how we safeguard your data	

	In addition to the Salesforce Trust site (http://trust.salesforce.com/trust/status) to monitor uptime and performance, your Agency will also have access to a System Overview, which will help you monitor performance and usage of your own Salesforce org. This overview includes: Schema - # and % of custom objects and data storage Business Logic - # and % of Rules, Apex triggers and classes, as well as % of code used License Usage API Usage - # and % of requests in the last 24 hours User Interface - # and % of custom apps, sites, flows, custom tabs and pages Portal Usage The above list is of all the possible metrics that you may have in your system overview.	
ServiceNow	Yes. Instance performance can be viewed locally. Customers can use the Customer Support Portal to obtain information about the real availability of all their instances. Real availability is the percentage of production time that an instance is up and available for use.	
Docusign	Yes. DocuSign offers a number of pre-defined reports to provide detail and summary information on DocuSign usage in the account, such as by Envelope, Recipients, Velocity of signing, and User Access among many other reports. Users can modify report criteria such as data ranges and reports can be scheduled to execute. All reports can be downloaded or Printed locally.	
QTS	Yes	
SAP	Ariba	User access is browser-based, so printing is enabled via the printers that are setup on the user's workstation. There are several "Print" buttons throughout the applications that will open an additional browser window with a printer-friendly format of the screen.
	Fieldglass	Any user with the correct permissions in the system, as specified by the State of Utah, may locally print historical, statistical, and usage reports.
	Hanna	Yes, available
VMware	VMware IaaS Services At the present time, VMware does not provide end user customers with specific reports for SLA performance. VMware tracks the overall health of the environment and will report to customers in the event of an outage. However, specific SLA performance is not delivered as a report, but as an alert. It is currently the customer's responsibility to track downtime within their environments and report to VMware when they believe SLA has been violated. VMWare AirWatch Customers can export and print solution data using interactive dashboards (CSV), reports (PDF, XLS, and CSV), the AirWatch Hub (PDF), and event log (CSV)	
FireEye	Each of the offerings in this response have reporting capabilities local to the system and users with the appropriate access rights.	

8.12.9 Offeror must describe whether or not its on-demand deployment is supported 24x365.

CA	N/A. CA only offers SaaS solutions and manages all aspects of the service. Clients do not have direct access to the environment.
Google	Purchasing entities will subscribe to an initial set of user licenses and can provision new user accounts at their convenience within that range of licenses.
Salesforce	The Salesforce service can be deployed rapidly since our customers do not have to spend time procuring, installing or maintaining the servers, storage, networking equipment, security products,

	or other infrastructure hardware and software necessary. The service is always available and the customer can deploy 24x365 at their own pace.
ServiceNow	ServiceNow is supported 24x365.
FireEye	The FireEye offerings in this response are SaaS service models. Once the application or service is set up there are no further deployment steps necessary. On-demand Self-service options referenced in section 8.1.2.1 are available 24x365.
VirtueStream	Virtustream's self-service portal allows authorized users to deploy resources on-demand 24x365.

8.12.10 Offeror must describe its scale-up and scale-down, and whether it is available 24x365.

CA	N/A. CA only offers SaaS solutions and manages all aspects of the service; monitoring and capacity planning is included as part of the service.
Google	Purchasing entities will subscribe to an initial set of user licenses and can provision new user accounts at their convenience within that range of licenses. If the purchasing entity has exceeded or is about to exceed their user count they can place an order for additional licenses at any time. Scale-down procedures will be handled on the renewal anniversary.
Salesforce	The Salesforce cloud based architecture will allow the State to deploy Salesforce solutions rapidly and scale at will for future needs. Customer's may scale up and add licenses at any point during their annual contract cycle. User counts are examined on an annual basis at time of renewal to ensure the customer had adequate license coverage.
ServiceNow	ServiceNow can automatically scale its application servers horizontally by adding or subtracting them to the load balancer pools for a particular instance. Scaling is managed by the ServiceNow Cloud Operations team.
FireEye	The FireEye offerings in this response are SaaS service models. FireEye cloud environments are continuously monitored by cloud service operations (CSO) personnel to help ensure optimal resources are allocated to the system 24x365.
VirtueStream	Virtustream's self-service portal allows authorized users to deploy or de-commission resources on-demand 24x365.

8.13 Cloud Security Alliance

Describe your level of disclosure with CSA Star Registry for each Solution offered.

a. Completion of a CSA STAR Self-Assessment, as described in Section 5.5.3.
b. Completion of Exhibits 1 and 2 to Attachment B.
c. Completion of a CSA STAR Attestation, Certification, or Assessment.
d. Completion CSA STAR Continuous Monitoring.

Carahsoft is proposing a number of Service Providers that are members of the Cloud Security Alliance. For example Salesforce is a corporate member of the Cloud Security Alliance (CSA) and contributes to their research and initiatives in a variety of ways. Salesforce has completed the CSA Consensus Assessments Initiative questionnaire (CAIQ), which maps to the CSA Cloud Controls Matrix (CCM) for the Salesforce Services, including Force.com, Analytics Cloud, Communities, Chatter, Sales Cloud and Service Cloud. A copy of the current completed CSA CAIQ can be provided to prospects or customers under NDA upon request.

8.14 Service Provisioning

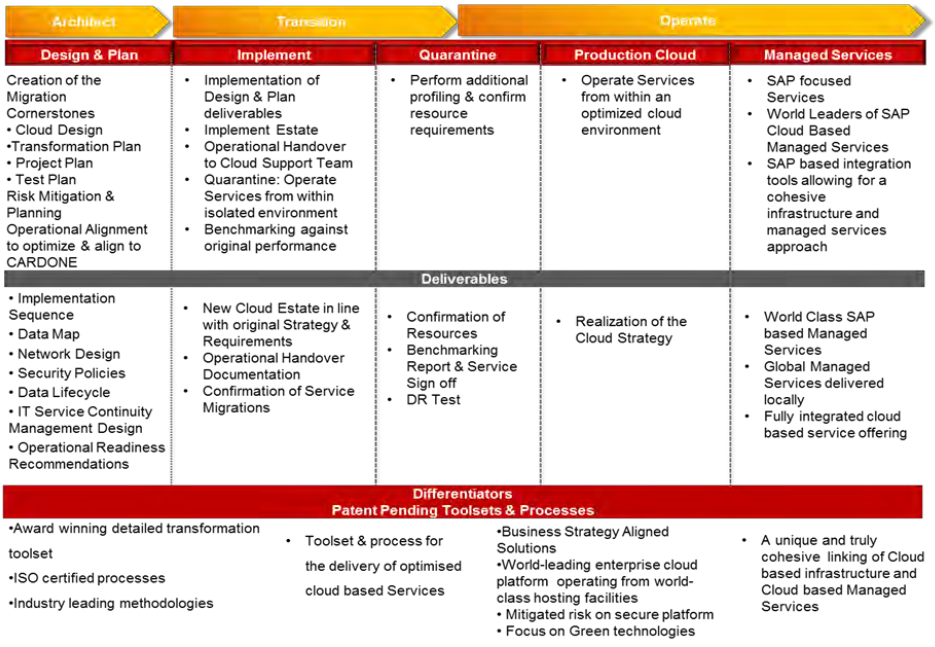
8.14. 1 Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.

CA	APM	CA SaaS Ops has a rigorous service introduction and update process that is governed by a central body to ensure adherence. Every step in the process is recorded, tracked and approved.
	MAA	Standard lead times for requests can be waived for requests that have a critical business need
	CA Agile	Standard lead times for requests can be waived for requests that have a critical business need such as a data recovery effort
	ASM	Standard lead times for requests can be waived for requests that have a critical business need such as a data recovery effort
Google	Order processing from the time a valid Purchase Order is submitted has a normal turn around time of three business days. Google's sales team can be contacted to expedite orders when needed.	
AODocs	Order processing from the time a valid Purchase Order is submitted has a normal turn around time of two business days. AODocs's sales team can be contacted to expedite orders when needed.	
Virtru	Requests are triaged by the support and if an emergency is identified, the request is escalated by the VP of Product who immediatlye assigns the issue as a top priority to a developer. Once completed a hotfix is pushed to production.	
Salesforce	Subscription-based, On-Demand Service Salesforce offers on-demand Platform as a Service (PaaS) and Software as a Service (SaaS). The Salesforce PaaS and SaaS offerings are subscription based and in a per user/month or user/year format billed annually with some of our products offered as total logins per month or by defined number of members billed annually. Multi-tenancy gives applications elasticity. Force.com applications can automatically scale from one to tens of thousands of users. Processing more than three billion transactions each day, Force.com is used for large-scale deployments. Any application that runs on Force.com is automatically architected to seamlessly scale from 1 user to 100,000 users without the customer having to do anything differently. All applications (includes mobile, offline and read-only options) and data running on Force.com are deployed to and replicated across multiple data centers in different geographies. Every application, no matter how large or small, gets the full benefits of the backup, failover, disaster recovery, and other infrastructure services required for an organization's mission-critical applications.	
ServiceNow	ServiceNow professional services organization responds to customer needs based on each request. Once a purchase order is received from the Purchasing Entity, ServiceNow contacts the Customer to discuss schedules. Resources are assigned based on the project need. If the customer has a priority issue with the system, they would open a ticket and the ticket SLA process would proceed until the issue is resolved. Every ServiceNow customer is supported based on their priority and need.	
SAP	Hanna	Rush or emergency infra provisioning can be request in exceptional situations and would be addressed on best effort priorty basis.
VMware	VMware IaaS Services Initial Order - Expedite the purchasing process thro - In the event that an emergency or rush service implementation request is received, VMware's NASPO program manager will coordinate an expedited response depending on the request. - Expedited Procurement - The Program Manager will directly interface with each company in the supply chain to ensure that the order is processed immediately upon receipt by each party. - Expedited In Increased capacity	

	VMWare AirWatch Participating Agencies will work with thier dedicated Account Executive to procure addition services for thier AirWatch implementations. Customers can implement and update configurations through the AirWatch administrative console. Additionally, customers can submit ASK tickets for any solution issues that will be tracked through completion.
FireEye	FireEye will make every reasonable effort to accommodate rush provisioning requests. The purchasing entity should contact their sales account team who will interface directly with the corresponding implementation team to coordinate an expedited implementation.

8.14.2 Describe in detail the standard lead-time for provisioning your Solutions.

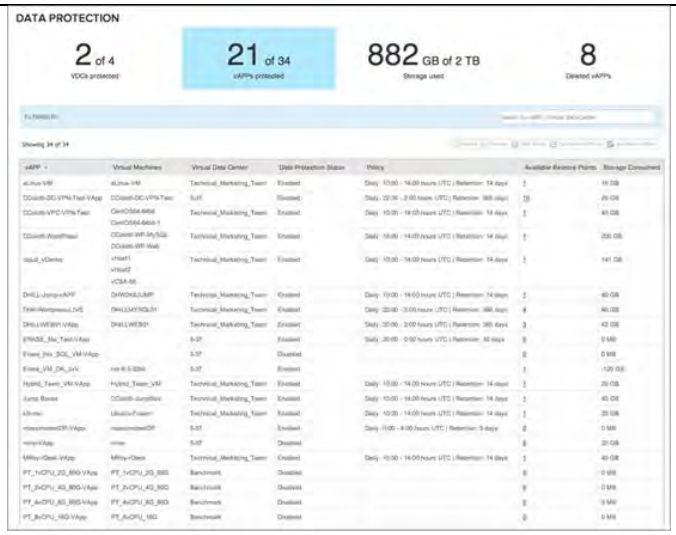
CA	APM	48 hour turnaround is typically required
	MAA	Services do not generally require client action for provisioning. General service catalog requests have a standard 48 hour lead time
	CA Agile	Services do not generally require client action for provisioning. General service catalog requests, such as a data refresh, have a standard 48 hour lead time
	ASM	Services do not generally require client action for provisioning. General service requests have a standard 48 hour lead time
Google	Standard lead time is three business days.	
AODocs	Standard lead time is two business days.	
Virtru	The Lead-time for provisioning is no more than 15 minutes	
ServiceNow	ServiceNow provisions new instances or newly purchased users or applications to the instance within 48 hours after receipt of order. If users or applications are required more quickly, the customer controls access to all ServiceNOw capabilities at any time and the true-up occurs thereafter.	
Docusign	DocuSign is intuitive and easy-to-use. Getting started with our cloud solution, standard console, can be implemented in a day. Adding integrations or API's will add to the complexity of the implementation, but our Professional Services are there to guide you every step of the way.	
VMware	VMware vCloud Air Services VMware vCloud Air OnDemand services can be purchased and provisioned in minutes via the vCloud Air self service portal. VMware vCloud Air services other than OnDemand are purchased via purchase order. Purchase orders are typically processed on the day of order. Once services have been purchased the user can immediately begin provisioning services from the self service portal. These services are available within minutes of launch. VMware vCloud Government Services VMware vCloud Government Services are purchased via purchase order. Purchase orders are typically processed on the day of order. New environments require an RSA token that is overnighted for 2 factor authentication. Once the user has their RSA token they can begin to provision IaaS Services. VMWare AirWatch AirWatch is committed to implementing the solution in a timely manner and we work closely with customers to meet internal deadlines. Delivery and deployment models will vary depending the hosting model selected by the customer: • SaaS deployments can be implemented within several days and some within a few hours • Large enterprise deployments with numerous integration endpoints may require additional time Once an order is placed, we immediately begin working with the customer to finalize terms and conditions in a mutually agreeable manner and begin the implementation process. We schedule regular check-ins for project status updates and to discuss any questions or concerns.	

FireEye	FireEye anticipates that the standard lead-time is expected to take no more than five (5) business days. However, FireEye is willing to accommodate an urgent request from NASPO in order to provide adequate service to the participating states.
VirtueStream	Virtustream's standard lead-time for provisioning can vary based of the type of deployment and requirement. Resources can be deployed on-demand basis by State of Utah. For the initial services, there is a standard which is maintained as best practice. At project kick-off, Virtustream and State of Utah will develop a detailed Implementation Plan, on a system-by-system, week-by-week basis, to ensure that both sides of the relationship have clear expectations on what is to be accomplished, by whom, and in what timeframe. Upon completion of the Implementation Plan, Virtustream and State of Utah will establish a Project Governance Plan and the Project Governance Plan will manage Implementation Plan and ensure alignment at all tiers of the organization, define expectations for status update frequency and formats, and establish an escalation path for issue identification and resolution. Virtustream offers a dedicated onboarding project team that is charged with migrating clients into the xStream® cloud. This chargeable service includes resources from our platform and SAP teams and development of an onboarding project plan with milestones and deliverables. Virtustream uses a mature methodology to move clients onto our cloud platform, a process which is continuously refined and improved. A link is established to the client site using a Virtual Private Network (VPN) or Multiprotocol Label Switching (MPLS) circuit, for customer access and testing of migrated systems. Prerequisites are put into place (domain controllers, backup systems, infrastructure, networking, etc.) prior to systems being onboarded, in a defined sequence. Virtustream SAP basis team members test the systems before turning them over to Ascend for validation. Once on the xStream® platform, Virtustream monitors, backups and maintains the systems. As a component of the Virtustream platform, all core units are replicated to an alternate data center to provide disaster-recovery capability. **Figure 3. Sample Work Plan** 

8.15 Back Up and Disaster Plan

8.15.1 Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.

CA	APM	Not currently available.
	MAA	Not Available.
	CA Agile	The customer is responsible for the lifecycle of their data. We will retain all data until it has been deleted from our systems. We can remove data from our systems upon written request from the customer at termination of the contract.
	ASM	Not available.
Salesforce	Salesforce customers are responsible for complying with their company's data retention requirements in their use of the Salesforce Services. If a Salesforce customer must preserve data and the retention procedures above are insufficient, they may schedule a weekly export of data or copy to a sandbox account. Exports of Customer Data are available in comma separated value (.csv) format by request via Salesforce's Customer Support department. In addition, many exports can be manually pulled by the designated org administrators.	
ServiceNow	Once notified ServiceNow has the ability to leverage our internal clone operation process. This provides a locked state copy of the instance, while the customer can continue working on the production instance. Any data additions, changes or deletes will be on the production but not on the frozen instance copy. Additionally, ServiceNow can freeze backups to prevent them from being over written.	
Docusign	DocuSign customers determine their retention policies.	
QTS	Yes QTS will work with customers to meet legal requirements.	
SAP	Ariba	For the network's standard record retention is 180 days, but customers can request longer terms.
	Fieldglass	Fieldglass has many methods in which we can freeze customer data, today. We have the capabilities to restore, utilizing a point in time recovery method to a secondary system for legal review effectively delivering a system that has been frozen in time for all clients.
	Hanna	HEC standard backup retention is 1 month for productive systems, and 14 days for non-productive systems. However retention period can be changed per request and may have cost impact.
	SuccessFactors	A customer can configure as many ""purge rules"" as required to comply with data privacy rules. Since these rules vary by country, the solution provides the flexibility to define different retention periods for groups defined by country, department, division, location, job code and hire date. Customers can grant permissions to the appropriate users to create a request to purge data and to approve the request to purge data. These ""purge rules"" can be scheduled to reoccur. User records are kept in the system, for reporting purposes, but their data is anonymized. Our customers use the solution in compliance with local regulations today in almost 180 countries.
VMware	VMware IaaS Services Participating entities that leverage VMware Data Protection are able to specify the retention period of their backups to comply with policies and legal requirements. Data Protection leverages snapshots to take an image level backup of virtual machines. When a backup is initiated, a snapshot is taken of that virtual machine. Once the snapshot is taken it is then stored on the Data Protection storage for the duration of the retention period assigned in the policy. The policy column in the screenshot below illustrates the variety of data retention policies that have been set within a sample customer's vCloud Air Data Protection instance. In this example retention policies range from 3 to 365 days.	

	 VMWare AirWatch Customers can export and archive solution data using interactive dashboards (CSV), reports (PDF, XLS, and CSV), the AirWatch Hub (PDF), and event log (CSV). Customers in a Dedicated Cloud deployment can leverage a robust data mart.
FireEye	Customers have access to data stored in the varying cloud solutions and are accessible at any time during the length of the subscription contract. Retention periods vary per service offered. See section 8.7.2 for further information.
VirtueStream	Specific retention requirements can be accommodated on a custom basis. More detailed information would need to be provided in order to scope.

8.15.2 Describe any known inherent disaster recovery risks and provide potential mitigation strategies.

CA	APM	DR is provided only in a single geography at this point. Professional Services would need to be engaged to provide multi-geo DR
	MAA	N/A
	CA Agile	None - our DR plan is tested at a minimum semi-annually.
	ASM	None
Virtru	Please see the Virtru Disaster Recovery Plan provided in the Supplemental Information section of this response.	
Salesforce	The Salesforce service performs near real-time replication at each data center and annual disaster recovery tests for the service verify the projected recovery times and data replication between the production data center and the disaster recovery center. The disaster recovery site is a 100% replica of the primary production site of capacity (host, network, storage, data). Data is transmitted between the primary and disaster recovery data centers across encrypted links. Additionally, back-ups of data are performed and data is retained on backups at the geographically separated disaster recovery data center location [CP-4, CP-6, CP-7, CP-9, MP-5].	
ServiceNow	ServiceNow is divided into two distinct environments for Business Continuity (BC) and Disaster Recovery (DR). ServiceNow's corporate environment and its data center environments are physically and logically isolated from each other. A disaster in ServiceNow's corporate environment could occur with little or no impact on the ability for the data centers within the private cloud to operate. In both cases, the BC and the DR are supported by a series of SOPs that allow ServiceNow to quickly and effectively take action when it is required.	

<table>
<tr><td></td><td colspan="2">ServiceNow's customer DR is documented in its Information System Contingency Plan (ISCP), which covers its data center environments, and includes all customer environments as well as the instances that ServiceNow uses to run its business.

ServiceNow formally tests this process on an annual basis and can produce compliance reports for customers requiring them. ServiceNow also uses the process of transferring instances to reduce the impact of maintenance on its service and will move instances out of one data center to the other on a daily basis. As a result, ServiceNow is very well practiced at the process of "failing over" customer instances.

ServiceNow's BC process covers its functional offices and is a separate standard operating procedure from its customer environments. The BC Plan (BCP) has been developed in concert with the entire business including Business Impact Assessments (BIA) to understand the impact of the loss of any given systems or locations.</td></tr>
<tr><td>Docusign</td><td colspan="2">DocuSign is dedicated to providing the industry's most secure eSignature solution through the DocuSign Security Assurance Program.</td></tr>
<tr><td>QTS</td><td colspan="2">Not having a current copy of your information.
Mitigation - QTS's DR High Availability Service provides continuous data replication of your physical and virtual server environments, ensuring you always have access to a current copy of your data, applications and operating systems.</td></tr>
<tr><td rowspan="4">SAP</td><td>Ariba</td><td>Ariba has a strong disaster recovery procedure, tested every 6 months though has never required to fail over to the backup data center. The RTO is 4 hours and RPO is 5 minutes. Please see the SaaS Technical Infrastructure Whitepaper for addiitonal details.</td></tr>
<tr><td>Fieldglass</td><td>None.</td></tr>
<tr><td>Hanna</td><td>SAP Hana Enterprise Cloud helps customers improve their Business Continuity requirements with High Availability (HA) , Disaster Recovery & Backup options.
High Availability (HA) - HA is achieved by failover to standby node
Disaster Recovery (DR) - Systems are configured in the secondary datacenter.
DR is an optional service that can be included as per customer's requirements</td></tr>
<tr><td>SuccessFactors</td><td>We maintain an N+1 approach for all equipment in the hosted cloud environment, so that there is never a single point of failure. All customer database backups are encrypted and streamed in a secure manner from the customer's "primary" data center to their "alternate" data center, allowing for a timely restoration of service in the event of disaster.
Based on the terms of the agreement, we will designate one of the data centers as the customer's "primary" data center, with an additional data center designated as the "alternate" for data redundancy and disaster recovery purposes.</td></tr>
<tr><td>VMware</td><td colspan="2">VMware IaaS Services
The following table provides common inherent disaster recovery risks and potential mitigation strategies.
<table>
<tr><th>RISK</th><th>Unmitigated Probability</th><th>Mitigation</th><th>Mitigated Probability</th></tr>
<tr><td>Participating agency's lack of a disaster recovery plan leads to</td><td>High Risk</td><td>Participating Entities are encouraged to develop a disaster recovery plan to mitigate against service</td><td>No Risk</td></tr>
</table></td></tr>
</table>

	service outage or data loss in the event of a disaster.		outage or data loss. In parallel, entities are encouraged to leverage vCloud Air data protection, vCloud Air Disaster Recovery, and other high availability services while a formal plan is written	
	Participating entity chooses inappropriate data center location leading to service degradation or outage.	High Risk	Participating entities are encouraged to choose datacenter(s) that is geographically proximate to their end users to maximize performance. In addition, location of disaster recovery data center should be geographically separated from primary data center.	Low Risk
	Participating entity fails to budget for and acquire appropriate DR technology leading to inability to recover from disasters.	High Risk	Participating entities are encouraged to include DR capabilities in their costs estimates for cloud deployments to ensure budget is available to acquire those services.	No Risk
	Participating entity fails to ensure cloud service SLAs (e.g. RPO & RTO objectives) meet their mission requirements leading to inadequate service recovery times and data loss.	High Risk	Participating entities are encouraged to review SLAs for each cloud service that they are interested in acquiring to ensure that they meet mission requirements. Care should also be taken to ensure service SLAs do not significantly exceed mission requirements to avoid unnecessary cost.	No Risk
	VMWare AirWatch			

	Providing a secure and stable product that mitigates vulnerabilities, reduces risk and quickly responds to the evolving threat landscape is considered a top priority. Following the guidelines established in NIST SP 800-30, regular risk and vulnerability assessments are performed against the production environment to identify, assess and remediate emerging threats. When potential vulnerabilities are discovered, we follow a documented procedure to prioritize and deploy necessary patches. •Vulnerabilities and threat-sources are identified by conducting interviews with various members of the Cloud Operations community and mapping data to the AirWatch business landscape. •We can provide additional information as conversations progress.
FireEye	Varies by service and customer deployment. Will be defined during engagement setup.
VirtueStream	Virtustream has built redundancy into all layers of the physical infrastructure in order to deliver SLAs up to 99.999% and mitigate any known risks. To further mitigate against the unknown, Core microVM's are designed for mission-critical workloads and include reserved compute capacity in a secondary datacenter and automatic storage replication to facilitate the ability to restore operations in the event of an outage at the primary data center.

8.15.3 Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.

CA	APM	AWS datacenters provide redundancy and failover within a single AWS EC2 zone (i.e., a single geographic location). Professional Services would need to be engaged to provide multi-geo DR
	MAA	MAA service is currently available from one data center only.
	CA Agile	We run a hot/warm data center configuration and have the ability to quickly failover if required. Our data centers are ~1300 miles apart to ensure redundancy. We perform full system planned switch over testing at a minimum semi-annually.
	ASM	ASM core services run in one primary data center, and can fail over to the DR site if there is a catastrophic failure.
AODocs	As described elsewhere in this response, AODocs is built on Google Cloud Platform (AppEngine) and Altirnao does not manage this infrastructure.	
Virtru	We operate our infrastructure in multiple Availability Zones, and any given data center failure would not result in data loss.	
Salesforce	Customer Data for customers in Salesforce's Government Cloud is stored in two of our U.S. data center locations. Our service is collocated in dedicated spaces at toptier data centers. Salesforce's hardware is located inside of secure server rooms designated to Salesforce and separated by concrete walls from other data center tenants. Individual racks inside of the data center are secured with a lock. Specific racks are allocated for hardware supporting the Salesforce Government Cloud. Access to the racks supporting the Salesforce Government Cloud hardware is restricted to Qualified U.S. Citizens as described in the section above.	
ServiceNow	ServiceNow's data centers and cloud-based infrastructure have been designed to be highly available. All servers and network devices have redundant components and multiple network paths to avoid single points of failure. At the heart of this architecture, each customer application instance is supported by a multi-homed network configuration with multiple connections to the Internet. Production application servers are load balanced within each data center. Production database servers are replicated in near-real time to a peer data center within the same geographic region.	

	ServiceNow leverages this Advanced High Availability (AHA) architecture for customer production instances in several ways: •In the event of the failure of one or more infrastructure components, service is restored by transferring the operation of customer instances associated with the failed components to the peer data center. •Before executing required maintenance, ServiceNow can proactively transfer operation of customer instances impacted by the maintenance to the peer data center. The maintenance can then proceed without impacting service availability. This approach means that the transfer between active and standby data centers is being regularly executed as part of standard operating procedures – ensuring that when it is needed to address a failure, the transfer will be successful and service disruption minimized. See the "ServiceNow Security, Operations, and Compliance White Paper" included with this response for more information.
Docusign	Each component of our trusted platform - Hardware & Infrastructure, Systems & Operations, Applications & Access, and Transmission & Storage - undergoes tremendous security scrutiny. HARDWARE & INFRASTRUCTURE Three geo-dispersed, SSAE 16 audited datacenters Near real-time secure data replication and encrypted archival 365x24x7 on-site security Annual Business Continuity Planning (BCP) & Disaster Recovery (DR) testing Third-party penetration testing SYSTEMS & OPERATIONS Physically and logically separate networks Two-factor, encrypted VPN access Professional, commercial grade firewalls and border routers Distributed Denial of Service (DDoS) mitigation Active monitoring and alerting APPLICATIONS & ACCESS Formal code reviews and vulnerability mitigation by third parties Application level Advanced Encryption Standard (AES) 256 bit encryption Key Management & Encryption Program Enterprise-class malware protection Digital audit trail Multiple authentication mechanisms TRANSMISSION & STORAGE Secure, private SSL 256 bit viewing session Anti-tampering controls Signature verification of signing events Unalterable, systematic capture of signing data Digital certificate technology Customer configurable data retention program

QTS	QTS cloud utilizes alternate telecommunications services from both TW Telecom and NTT America that reduces the likelihood of experiencing a single point of failure. QTS's failover facilities in RIC1 and ATL1 are a carrier-class and carrier-neutral datacenter with multiple Internet Service Providers. QTS-FC can establish connectivity with another service provider with 24 hours in the event of an unrecoverable catastrophic connectivity failure of QTS-FC's primary/secondary provider.	
SAP	Ariba	Ariba has implemented two sites within each region. In North America the sites are currently located in San Jose, California and Sterling, VA. In Europe the sites are located in St. Leon-Rot, Germany and Amsterdam, Netherlands. The act of failing over from one site to another has a design goal for its Recovery Time Objective (RTO) of no more than four hours. The design goal for the Recovery Point Objective (RPO) is five minutes. Disaster recovery options are included for all Ariba Cloud Services. In the event of a fail-over to the disaster recovery site, no customer changes are required as all URLs that customers use to reach the applications will continue to work. Ariba will notify customers via their email addresses in the event of unplanned downtime. Internally, Ariba uses a documented system recovery plan that outlines the approach and steps for recovering the applications. This document defines roles and responsibilities in the event of disaster: Local Ariba staff maintains the hardware remotely. Ariba maintains the application software. Processes are in place to keep database and fileservers in sync between primary and backup data centers. The failover process of all parts of the infrastructure is automated. In the event of a catastrophe, Ariba will declare the primary data center "down" and locally the script will be run to switchover and start the applications at the remote data center. Ariba tests power outage backup scenarios and the Disaster Recovery Plan on a periodic basis to ensure it is up-to-date, successful, and effective.
	Fieldglass	We host and manage the Fieldglass system within secure Internet data centers provided by CenturyLink in Elk Grove, IL, and our disaster recovery center provided by Equinix in San Jose, CA. Both are managed by Server Central which is a Tier 4 hosting provider and a Tier 1 data provider (see the note below). All systems are ""mission-critical loads"" supported by IDC Redundant Power Management System (UPS, generators etc.). Note: Data centers can be classified by tiers, with Tier 1 being the most basic and inexpensive, and Tier 4 being the most robust and costly. According to definitions from the Uptime Institute and the latest draft of TIA/EIA-942 (Telecommunications Infrastructure Standard for Data Centers), a Tier 1 data center is not required to have redundant power and cooling infrastructures. It needs only a lock for security and can tolerate up to 28.8 hours of downtime per year. In contrast, a Tier 4 data center must have redundant systems for power and cooling, with multiple distribution paths that are active and fault tolerant. Furthermore, access should be controlled with biometric readers and single-person entryways, gaseous fire suppression is required, the cabling infrastructure should have a redundant backbone, and the facility can permit no more than 0.4 hours of downtime per year. Tier 1 or 2 is usually sufficient for enterprise data centers that primarily serve users within a corporation. Financial data centers are typically Tier 3 or 4 because they are critical to our economic stability and, therefore, must meet

		higher standards set by our government. Public data centers that provide disaster recovery/backup services are also built to higher standards.
	Hanna	Infrastructure setup: * Standby SAP HEC systems at DR failover site will be shutdown / not useable during regular operations. * WAN connectivity & special requirements (e.g. acceleration services) fall into the responsibil-ity of the customer. * Customer must have independent network connections to both DR sites. * All DR-relevant systems are going to be installed according to the Adaptive Computing (AC) principle (virtual hostnames + virtual IP addresses HSR will be used to replicate data from Primary to DR site for HANA solutions, similarly Sybase Replication Server (SRS) will be used to replicate data from Primary to DR site for ASE based solutions. For more information, please refer to attached Business Continuity document
	SuccessFactors	Our infrastructure architecture is designed with high availability in mind, and engineered for resiliency. All major components are redundant, including power, HVAC, fire suppression, and the physical components of our network. Production data centers have strict access controls, and are continuously staffed and monitored to help prevent acts of sabotage or vandalism. All production data centers are ANSI/EIA/TIA-942Tier III/IV facilities, and are ISO 27001 certified. Production data centers are also geographically dispersed to help prevent a single event from affecting more than one data center. In the event a production data center has an outage we failover to an alternate data center in the same geographic region to minimize impact to customers. Our Cloud Operations teams are also geographically dispersed, working in offices in the US, Europe, South America, and India. Should an office be impacted by an environmental event or pandemic, other offices can continue operations. Aspects of the plan are described in the SOC reports, Disaster Recovery Plan ("DRP") and Business Continuity Plan ("BCP") solutions are dependent on several factors. The customer may be responsible for parts of the recovery/continuity activities
VMware	VMware IaaS Services VMware offers several technologies to provide redundancy, failover capability and the ability to run large scale applications independently in case one data center is lost. vCloud Air is built upon infrastructure that is architected for High Availability leveraging proven vSphere High Availability (HA), vSphere vMotion, and VMware Distributed Resource Scheduler (DRS). These technologies allow participating entities to migrate live workloads and/or automatically restart VMs in the event of host maintenance or unexpected issues. These technologies also maintain a consistently high level of performance for all tenants. VMWare vSphere vMotion enables migration of live VMs to transfer your workloads during maintenance, without downtime. Unlike other cloud providers, VMWare ensures that tenants are not impacted by standard maintenance. VMware performs vMotion migrations for maintenance behind the scenes for its tenants in vCloud Air during maintenance windows without disrupting tenant applications. vMotion is also used to seamlessly migrate VMs from an on-premises environment to vCloud Air and back. Today, vCloud Air is one of only a few major cloud vendors that uses live migration to do maintenance. This capability will enable NASPO participating entities to perform live migrations to move thier applications to and from the cloud for maintenance and other purposes. This	

	technology inherently prevents the lock-in experienced when migrating to cloud services offered by others. VMware Dynamic Resource Scheduler continuously monitors CPU and memory utilization across a cluster of vSphere hosts, allocating resources among VMs and rebalancing performance during high-volume peak times. This is performed 24x7 within the VMware vCloud Air environment. VMware vSphere High Availability delivers the availability required by most applications running in VMs, independent of the operating system and application running in it. Whether participating entities leverage Microsoft Windows or Linux; off-the-shelf or custom developed application; single VMs or many, HA provides uniform, failover protection against hardware and operating system outages within vCloud Air. HA can: • Monitor VMware vSphere hosts and VMs to detect hardware and guest operating system failures. • Restart VMs on other vSphere hosts in the cluster without manual intervention when a server outage is detected. • Reduce application downtime by automatically restarting VMs upon detection of an operating system failure. Other cloud providers require you to build availability in to your application. In the best case scenario, this is as simple as including a load balancer in front of multiple VMs in the same tier to achieve basic high availability. However, often the technologies of other cloud service providers requires a complete redesign of the hosted application, and often network devices such as load balancers are offered at an additional cost, unlike vCloud Air. vCloud Air was built to run hosted applications as-is, providing availability down to a single VM instance, and balancing resources across multiple tenant needs with DRS. Unlike other clouds, with vCloud Air and vCGS, participating entities are not required to rebuild thier application to get the flexibility and agility that cloud can provide. Of course, vCloud Air customers usually do not just stop at moving applications to vCloud Air. Once in the cloud they start to explore features like our Advanced Networking Services and using APIs, automation, and CI/CD tools to deliver services faster. And, where it makes sense, customers do look at application redesigns as well, but with vCloud Air it is not because they must redesign to ensure the application is always available. VMWare AirWatch AirWatch features active-passive configurations for high availability and redundancy with all components made to failover with minimal downtime. Load balancing capabilities are deployed across multiple data centers to ensure immediate server pick up, ensuring zero end user downtime. AirWatch also incorporates replication technology featuring SQL log shipping or network SAN byte replication to prevent data loss.
FireEye	Varies by service and customer deployment. Will be defined during engagement setup.
VirtueStream	Virtustream's U.S. based data centers are located in Washington, DC, Las Vegas, and San Francisco. All data centers meet the highest industry standard in terms of operational protocol and have redundancy built into all layers of the physical infrastructure. Core microVM's, which are used for mission-critical workloads, provide reserved compute capacity and automatic storage replication so that these systems can be failed over to a secondary data center and have access to the compute capacity required in the event of a catastrophic outage at the primary data center.

8.16 Solution Administration

8.16.1 Ability of the Purchasing Entity to fully manage identity and user accounts.

CA	APM	Customer has full control over all user accounts

	MAA	CA MAA provides user management self-service to customers to manage their own accounts and create accounts for other users.
	CA Agile	The customer is responsible for managing the lifecycle of all user accounts.
	ASM	The Purchasing Entity can manage their account and create sub-accounts within ASM.
Google	Comply	
AODocs	Comply	
Virtru	Virtru does not have an identity system. We federate authentication to Oauth and Email loop verification.	
Salesforce	Identity Management Logon is form-based. When users log into the Salesforce application, they submit a username and password, which are sent to Salesforce via an TLS-encrypted session. Security features are developed by Salesforce and built into the application. Third-party packages are not used for development or implementation of security internal to the application. In addition, single sign-on and two-factor authentication may be used to authenticate users. Some organizations prefer to use an existing single sign-on capability to simplify and standardize their user authentication. You have two options to implement single sign-on—federated authentication using Security Assertion Markup Language (SAML) or delegated authentication. Federated authentication using Security Assertion Markup Language (SAML) allows you to send authentication and authorization data between affiliated but unrelated Web services. This enables you to sign-on to Salesforce from a client application. Federated authentication using SAML is enabled by default for your organization. Delegated authentication single sign-on enables you to integrate Salesforce with an authentication method that you choose. This enables you to integrate authentication with your LDAP (Lightweight Directory Access Protocol) server, or perform single sign-on by authenticating using a token instead of a password. You manage delegated authentication at the profile level, allowing some users to use delegated authentication, while other users continue to use their Salesforce-managed password. Delegated authentication is set by profile, not organization wide. You must request that this feature be enabled by Salesforce. Salesforce can be configured to utilize Active Directory directly via Delegated Authentication, or indirectly via Federated Identity using either SAML 1.1, or SAML 2.0. Additionally your users can be loaded from information drawn from your Active Directory servers and modifications made in Active Directory can be propagated into Salesforce. Customers can use their own SAML Identity Provider, or license one directly from Salesforce with our Identity Connect product. User Accounts All users and application-level security are defined and maintained by the organization administrator, and not by Salesforce. The organization administrator is appointed by the customer. An organization's sharing model sets the default access that users have to each other's data. There are four sharing models: Private, Public Read Only, Public Read/Write, and Public Read/Write/Transfer. There are also several sharing model elements: Profiles, Roles, Hierarchy, Record Types, Page Layouts, and Field Level security.	
ServiceNow	Customers manage their own instances, including assigning users, defining user roles and profiles, and administrating the system. ServiceNow does not have access to the Customer's instances. The ServiceNow wiki has all ServiceNow documentation available.	

Docusign	Yes, DocuSign allows the purchasing entity to mange identities and user accounts. DocuSign for Enterprise is customizable to meet the administrative needs of the largest organizations. Full administration rights give you total control over document custody and retention policies, how signers sign or adopt signatures, user authentication and more. The branding tools ensure recipients can easily identify documents from your organization.	
QTS	24x7x365 Operations Staff - Let QTS provide the expertise and experienced staff to monitor and manage your data center facility. Never again worry about staff turnover or whether your technologists are current with data center best practices.	
SAP	Hanna	Yes
VMware	VMware IaaS Services VMware management infrastructure requires 2-factor authentication and multiple layers of access control. vCloud Air customers have the ability to provide access to their designated users. User account management is maintained by the customer. control. vCloud Air customers have the ability to provide access to their designated users. User account management is maintained by the customer. VMWare AirWatch The Purchasing entity has the ability to fully manage identity and user accounts for administrators and end users through the web console. Customers can optionally integrate with AD/LDAP to inherit your existing structure and policies.	
FireEye	User identity and account settings are controlled within the administration sections of the FireEye cloud solutions.	
VirtueStream	Virtustream can provide solution for managed solution for Active Directory or LDAP. As standard, we provide support for managing the VM itself and all OS support. However, our typical use case is, customer manages the users and related activities, as Virtustream might not be aware of internal HR elements of User Management.	

8.16.2 Ability to provide anti-virus protection, for data stores.

CA	APM	AWS provides protection/virus scanning for data at rest
	MAA	Logical security is provided by ClamAV Antivirus.
	CA Agile	We have ClamAV installed on all Linux hosts and TrendMicro for Windows hosts.
	ASM	Logical security is provided by ClamAV Antivirus.
Google	Comply	
AODocs	N/A	
Virtru	AlienVault IDS is used to perform virus and vulnerability scans.	
Salesforce	Salesforce runs antivirus software on the production systems that store, transmit or process customer information. The Anti-virus scans host filesystems (not customer data). The antivirus software checks for virus definition updates daily. Other controls are also used to address malware such as hardening the Operating System of our servers, firewall configuration to ensure only required ports are open and all others denied, and use of intrusion detection systems. Access to these systems is restricted to authorized personnel and all these systems, as well as the host platforms, are monitored in real time through a security monitoring system. The application only accepts http and https traffic, but Salesforce does not restrict the file types users can upload. Salesforce does not modify or clean any customer data; the system stores the information provided in an encoded format within the database. It is recommended that customers run updated antivirus and antimalware solutions to help mitigate these threats. The production system receives inbound mail as part of the workflow functionality, but this does not pose any threat to our network, application, or users. No code in the email can be executed or transferred,	

	eliminating the malicious software risk. Email sent from the Salesforce system is not currently scanned for viruses.	
ServiceNow	If Customers want to schedule an antivirus software scan on certain computers after a pre-defined number of days, Customer would define a model-based plan with a duration-based maintenance schedule. This would do the scan automatically to those models defined in the Planned Maintenance area.	
Docusign	Yes, DocuSign maintains enterprise-class malware protection.	
QTS	Yes - 24x7x365, dependable and detailed support	
SAP	Hanna	Yes
VMware	VMware IaaS Services Anti-virus software is installed on all development, domain and production hardware devices owned and operated by VMware, which hold company data, passwords, or keys. These devices maintain the most recent version of the anti-virus software signature file. VMWare AirWatch AirWatch has installed a best-in-class, continuously-updated anti-virus suite on servers in the SaaS environment	
FireEye	FireEye employs a multi-layered, continuously monitored and engaged set of active defenses to provide anti-virus protection for customer data stores that both meet and exceed traditional approaches. FireEye, and our customers, not only are prepared to reactively withstand attacks from known virus vectors, but since FireEye and our MVX technology is literally, continuously, and securely detonating viruses and other advanced malware on the way to our customer's data stores, FireEye proactively defends from zero day and other emergent attacks as they happen.	
VirtueStream	Virtustream offers Anti-Virus protection based on per virtual machine, per month charge.	

8.16.3 Ability to migrate all Purchasing Entity data, metadata, and usage data to a successor Cloud Hosting solution provider.

Carahsoft will work with each Participating Entity to develop a cost effective plan to assist in the migration and implementation of their data into the new service that has been selected.

8.16.4 Ability to administer the solution in a distributed manner to different participating entities.

Carahsoft will view each Participating Entity as a separate customer and privileges can be assigned for control access even within the individual services.

8.16.5 Ability to apply a participating entity's defined administration polices in managing a solution.

Each Participating Entity will have the ability to work with Carahsoft and the Service Provider to identify defined administration policies to mangage the solution.

8.17 Hosting and Provisioning

8.17.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.

CA	APM	CA SaaS Ops has a well defined Service Introduction and update process, including review boards, staged rollouts and followups to ensure service integrity. Our cloud provisioning stack is tied to AWS EC2 services, and includes S3 and RDS for storage; RHEL instances for the applications; route 53 DNS services; cloudfront for monitoring; and ELB for load balancing

	MAA	Automation tools are used to install and configure MAA software on CA infrastructure. SOP documents are used by CA internally.
	CA Agile	All new systems should be provisions according to our baseline standards and we use configuration management tools to ensure all systems are created with the same standards.
	ASM	Automation tools are used to install and configure ASM software on CA infrastructure. SOP documents are used by CA internally.
Google	Google has administrative document and Google Deployment Guides accessible on the web.	
AODocs	This is not applicable to Google.	
Virtru	Ubuntu AMIs provisioned using terraform and configured by Ansible	
Salesforce	Cloud Hosting and Provisioning Salesforce's deployment model is a "public" cloud infrastructure, as defined by NIST 800-145. In the Salesforce Government Cloud, an agency dynamically provisions computing resources over the Internet on our multi-tenant infrastructure. This is a cost effective deployment model for agencies as it gives them the flexibility to procure only the computing resources they need and delivers all services with consistent availability, resiliency, security, and manageability. Salesforce provides market leading PaaS and SaaS solutions and is a multitenant cloud-based subscription service. Multi-tenant cloud solutions provide a single, shared infrastructure, one code base, one platform that is all centrally managed, with platform-based API to support all integration traffic, and multiple release upgrades included as part of the subscription service. Multi-tenancy and the Cloud Computing model remove unneeded tasks from the process of delivering, managing, and integrating software. Salesforce customers will not need to maintain any hardware or software. Without multiple versions to support, integrations don't break during updates; they are simply updated automatically. As a result, both the initial integration and its continued maintenance are simplified. More resources can be focused on creating a better product, with a faster cycle of innovation, instead of having to manage the complexity of many different versions to support a vast installed base. Salesforce's position as an online service enables us to roll out all levels of improvement, from patch releases to major upgrades, that are largely transparent to the end users. When a bug is fixed and tested, it is rolled out to the application as part of regular maintenance; the nature of the service prevents special patches and code branches for individual customers, so all fixes can potentially benefit all customers. The Salesforce Services is delivered using a world-class data center infrastructure. Each customer's org is hosted from a primary and secondary production data center, with near real-time replication occurring between the two sites. Salesforce is a pure multi-tenant web application. No software or infrastructure is required by the customer other than a computer, browser and internet connection or a mobile device. User Administration and ProvisioningUser provisioning and management is performed by the customer through the Salesforce Administrative Setup environment. Users, their profiles, permissions and passwords may be managed, edited, activated and deactivated as needed by those with appropriate permissions. An administrator with appropriate privileges can manage session timeout, password policies, IP range login restrictions, delegated authentication/SSO, and requirements as part of this process. On first time login or password reset request, users are required to change their passwords to gain access.	
ServiceNow	ServiceNow includes all documentation on the wiki at wiki.servicenow.com.	
Docusign	DocuSign hosts customer accounts in its own data centers managed by DocuSign. Upon a new contract executed with a customer, DocuSign provisions a customer account based on the	

	contract terms. A designated point of contact becomes the default primary administrator who then adds additional users and other admin tasks. DocuSign's cloud stack is defined in architecture documents available under separate confidential disclosure.	
QTS		
SAP	Ariba	Our solutions are offered and delivered in a true subscription-based model and shared service (multi-tenant) offering. There is no software to install, no hardware to buy, no maintenance or support costs and no need to hire consultants or tech specialists to run the system. We deploy and manage the infrastructure. Customers only need a web browser for access. Subscriptions include system maintenance, automatic upgrades, enhancements and application of service packs, Level 1– 3 help desk support, professional services and best practices built directly into the application.
	Fieldglass	Fieldglass maintains its own platforms and follows a mature change control process for introducing new systems to the hosted environments.
	Hanna	The Managed Service includes the following: • Infrastructure operations management: monitoring, patching, software updates & maintenance up to the OS Layer • OS management: monitoring, patching, updates, and maintenance of the specific OS • Network and system administration • HANA database platform operations includes: space management revision management , security management , hardware configuration management, backup & recovery, change management coordination • Health check services, proactive monitoring, capacity management • SAP Technical Application Basis Operations (incl. SAP Basis) • Monitoring • Troubleshooting – Incident Management Level 2 and 3 • Patch Management • Housekeeping • Backup/Recovery
	SuccessFactors	We offer a cloud based solution. Our application is standardized on the J2EE technology stack with the majority of our software written in industry-standard software programming languages, such as Java. We also make extensive use of Web 2.0 technologies, such as AJAX and Flash, for improved usability and performance and to deliver a rich and highly interactive experience. Our hardware consists primarily of industry standard web servers, application servers, database servers and storage and networking equipment. Customers share the network security infrastructure, web servers, application servers and database instance, and each customer has their own set of database tables that are logically partitioned in the database containing its own unique database schema. Each company instance can be completely exported out of the database without affecting any other customer. The application utilizes the JAVA and J2EE industry standards. Integration is supported through .CSV, XML and web services standards. The application is portable to any platform and is deployed on Apache (Solaris) Web Servers, JBOSS Application Servers, and Veritas High Availability Cluster Servers, and utilizes Cisco Networking.
VMware	VMware IaaS Services An interface that allows users to select from a catalog of pre built OS images and allows them to provision on the fly.	

	VMWare AirWatch AirWatch uses industry recognized tools and follow best practices to deploy, configure, and maintain server images. We do not apply customer-supplied templates and do not share templates with customers. Our Information Security team identifies applicable security standards and the AirWatch Server Team creates a secure baseline image for deployment throughout the SaaS environment. Due to FOIA restrictions, additional information regarding capacity planning and image creation/safeguarding cannot be disclosed at this time.
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.

8.17.2 Provide tool sets at minimum for:

1. Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.)

CA	APM	New servers are predefined by the CA SaaS Ops toolchain, and automated using AWS tooling to be able to bring up/down servers on demand
	MAA	Same as above.
	CA Agile	We utilize configuration management tools to ensure consistent configuration across our servers.
	ASM	Same as above.
Google	1. This is not applicable to Google. Capacity planning and server deployment is fully managed by Google. 2. This is not applicable. With the Google IaaS solutions all server images are provided by Google. 3. With respect to the SaaS offfering, Google Apps, if customers have not selected the Google Apps Unlimited option which offers unlimited storage, they have options to upgrade. With respect to the PaaS/IaaS offering, Google Cloud Platform, storage space is allocated dynamically based on actual usage demand. 4. SaaS, Google Apps includes numerous administrative tools to monitor end user and administrator activites."	
AODocs	This is not applicable.	
Virtru	AMIs provisioned using terraform and configured by Ansible to include all configuration parameters	
Salesforce	This is not applicable. These services while applicable to IaaS are not applicable to PaaS/SaaS where all of the infrastructure is managed by Salesforce as the Cloud Service Provider. These services are included and managed as part of the Salesforce subscription service and not directly exposed to the customer. The multitenant architecture and secure logical controls address separation of customer data. There are no dedicated servers used for individual customers. The Salesforce Services infrastructure is divided into a modular architecture based on "Instance". Each Instance is capable of supporting several thousand customers in a secure and efficient manner. Services are grouped within each Instance; with app, search, and database elements contained. There are appropriate controls in place to ensure that any given customer's org (application) is not compromised. The service has been designed to accomplish this and is robustly tested on an ongoing basis by both Salesforce and its customers. An instance consists of a database instance run on clustered database servers and physical storage subsystems. Each server has been allocated a different volume group so it can fail over to its backup server within the instance independently of the others. As scalability needs dictate,	

	additional database instances can be brought online (the application already provides for this). For additional server capacity, one or more databases could be moved onto its own database server.	
ServiceNow	ServiceNow has read and understands this requirement. ServiceNow supports only a SaaS environment so there is no on-premise offering.	
SAP	Ariba	Operating systems when installed through default means and with default settings are typically not secure and often include applications and services not required. Ariba has standardized operating systems' installations based on best practices. Ariba servers are configured with just the applications and services required to run the server as designed. Services not required are disabled and binary files not required for operation are removed, which reduces the total number of vulnerabilities a system may have. Ariba standardized installation process also ensures that all servers of the same type are configured exactly the same, utilizing a process that initiates an upgrade to system binaries across all systems. Based on the system type, the configuration will remain the same. If one server type needs to receive a patch for a vulnerable binary file, that patch is pushed to all systems of that particular server type. If that binary exists on all systems, it is patched across all systems. Patches are then included in the build process as well so that future systems built are in compliance with security standards. Ariba uses this configuration process to 'harden' the operating system prior to implementing additional controls as detailed below.
	Fieldglass	Fieldglass uses group policy to ensure the configuration of all servers match our security requirements.
	Hanna	HEC is a private cloud offering where servers configurations are discussed and approved by customer prior to deployment.
	SuccessFactors	We apply hardening in line with ISO 27k standards and audit key areas in the SOC 2 Type 2 report. Audit reports are available to customers and prospects upon completion of an NDA.
VMware	VMware IaaS Services vCloud Hybrid Service provides an interface that allows users to select from a catalog of pre-built OS images and allows them to provision on the fly. vRealize Automation is the next level for provisioning, delivering, and managing IT services on VMware vSphere infrastructure as well as VMware vCloud Air all with a unified management experience. It provides governance and blueprints to deliver services from on premise into vCloud Air. Customers can integrate vCloud Air with vRealize Automation. In this setup, users access vCloud Air primarily through the vRealize Automation service catalog which handles authentication to the service itself. vRealize Automation supports VMWare AirWatch AirWatch uses industry recognized tools and follow best practices to deploy, configure, and maintain server images. We do not apply customer-supplied templates and do not share templates with customers. Due to FOIA restrictions, additional information regarding capacity planning and image creation/safeguarding cannot be disclosed at this time.	
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.	
VirtueStream	Virtustream offers on-demand self-service portal where State of Utah can deploy new servers as stand-alone or part of a server farm.	

2. Creating and storing server images for future multiple deployments

CA	APM	Servers are brought up on demand

	MAA	Same as above.
	CA Agile	We utilize configuration management tools to ensure consistent configuration across our servers.
	ASM	Same as above.
Virtru	Provisioning system automatically persists all past AMIs for ability to roll-back	
Salesforce	This is not applicable. These services while applicable to IaaS are not applicable to PaaS/SaaS where all of the infrastructure is managed by Salesforce as the Cloud Service Provider. These services are included and managed as part of the Salesforce subscription service and not directly exposed to the customer.	
ServiceNow	ServiceNow has read and understands this requirement. ServiceNow supports only a SaaS environment so there is no on-premise offering.	
SAP	Ariba	Ariba has standard 'realms' which are default versions of the various configurations the Ariba on-demand products can be setup for each customer with one test and one production instance. Ariba maintains all hardware, software, realms and entitlements taking the burden off our customers and suppliers whilst providing a platform to configure to each company's needs and business processes
	Fieldglass	Fieldglass uses virtual servers within our hosted environments uses the hardening configurations to maintain the right level of security.
	Hanna	HEC is a private cloud offering where servers configurations are discussed and approved by customer prior to deployment.
VMware	VMware IaaS Services We also allow for template and gold master images to be stored on-premise and deployed to the cloud as well as storage of templates and master images in vCloud Director catalogs in in vCloud Air VMWare AirWatch Our Information Security team identifies applicable security standards and the AirWatch Server Team creates a secure baseline image for deployment throughout the SaaS environment. Due to FOIA restrictions, additional information regarding capacity planning and image creation/safeguarding cannot be disclosed at this time.	
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.	
VirtueStream	Virtustream offers server images, templates, or other methods (OVF and blueprints) for multiple deployments as part of standard solution.	

3. Securing additional storage space

CA	APM	AWS EC2 storage is elastic, and can be expanded on demand
	MAA	Virtual storage can be added when needed.
	CA Agile	We have redundant systems for all critical infrastructure and have the ability to add additional storage if deemed necessary.
	ASM	Additional storage is added manually.
AODocs	AODocs storage is based on Google Apps Drive storage and with respect to the SaaS offfering, Google Apps, if customers have not selected the Google Apps Unlimited option which offers unlimited storage, they have options to upgrade.	
Virtru	New hardware added at Cloudant	
Salesforce	Salesforce provides extensive storage capabilities. Storage is divided into two categories: file storage and data storage. File storage includes files in attachments, the Documents tab, the Files tab, the File field, Salesforce CRM Content, Chatter (including user photos), and Site.com assets. Data storage includes the following entities/records stored within the Salesforce application: Accounts, Article types, Article type translations, Campaigns, Campaign Members, Cases, Case	

	Teams, Contacts, Contracts, Custom objects, Email messages, Events, Forecast items, Google docs, Ideas, Leads, Notes, Opportunities, Opportunity Splits, Orders, Quotes, Quote Template Rich Text Data, Solutions, Tags: Tag applications, Tags: Unique tags, and Tasks. For file storage, Unlimited Edition is allocated a per-user limit multiplied by the number of users in the organization plus an additional per-organization allocation. For example, an Unlimited Edition organization with 600 users receives 1,211 GB of file storage, or 2 GB per user multiplied by 600 users plus an additional 11 GB. For data storage, Unlimited Edition is allocated either 1 GB or a per-user limit, whichever is greater. For example, an Unlimited Edition organization with 10 users receives 1 GB because 10 users multiplied by 20 MB per user is 200 MB, which is less than the 1 GB minimum. Additional storage can be purchased, or files can be exported and archived outside of Salesforce, thus freeing up file storage space.	
ServiceNow	ServiceNow has read and understands this requirement. ServiceNow supports only a SaaS environment so there is no on-premise offering.	
QTS	Services that scale to meet your web and IT infrastructure needs - QTS offers space options from single cabinets to multi-rack cages to private suites. Coupled with configurable primary and redundant power options to run your infrastructure, QTS Colocation services can be scaled to support your near term growth requirements and future expansion.	
SAP	Ariba	We carefully monitor all network interfaces. Internally we are well below capacity on our most congested interconnects. To the internet we use Border Gateway Protocol to peer with redundant Internet Service Provider's and manage the bandwidth accordingly.
	Fieldglass	As a software-as-a-service (SaaS), Fieldglass automatically and transparently handles the scaling and redundancy for customers based on SLAs governing performance and availability. Fieldglass monitors application servers, database servers, bandwidth, and infrastructure for average and maximum utilization with Orion. Current utilization averages approximately 20 percent across all components with a goal of scaling the component vertically or horizontally (depending on the specific component) upon reaching a 60 percent threshold). All systems are scalable either horizontally or vertically to handle capacity requirements. This includes but is not limited to web servers, database servers, and storage.
	Hanna	HEC is a private cloud offering where servers configurations are discussed and approved by customer prior to deployment.
VMware	VMware IaaS Services Additional storage can be purchased and provisioned in 48 hours. VMWare AirWatch Our Information Security team identifies applicable security standards and the AirWatch Server Team creates a secure baseline image for deployment throughout the SaaS environment. Due to FOIA restrictions, additional information regarding capacity planning and image creation/safeguarding cannot be disclosed at this time.	
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.	

4. Monitoring tools for use by each jurisdiction's authorized personnel – and this should ideally cover components of a public (respondent hosted) or hybrid cloud (including Participating entity resources).

CA	APM	all SaaS based instances are monitored by CA SaaS Ops. With Hybrid deployments, customers can manage the on premise components of the deployment using their own tooling or CA products
	MAA	MAA is monitored internally as well as externally using multiple tools recognized within industry.
	CA Agile	Access to monitoring tools is provisions according to the principle of least priviledge and is only granted based upon business need.
	ASM	ASM uses Nimsoft Monitor, third-party open source monitoring tools, and ASM itself to monitor the health of ASM internal services and servers.
AODocs	AODocs includes numerous administrative tools to monitor end user and administrator activites.	
Virtru	Dtrace, CloudWatch, CloudTrail, Logstache, ElasticSearch, Kibana, DataDog	
Salesforce	Trust.salesforce.com is the Salesforce community's home for real-time information on system performance and security. On this site you'll find: ● Live and historical data on system performance ● Up-to-the minute information on planned maintenance ● Phishing, malicious software, and social engineering threats ● Best security practices for your organization ● Information on how we safeguard your data System Overview In addition to our Trust site (http://trust.salesforce.com/trust/status), you will also have access to a System Overview, which will help Salesforce customers monitor performance and usage of their own Salesforce org. This overview includes: Schema - # and % of custom objects and data storage Business Logic - # and % of Rules, Apex triggers and classes, as well as % of code used Licenses API Usage - # and % of requests in the last 24 hours User Interface - # and % of custom apps, sites, flows, custom tabs and pages Portal The above list is of all the possible metrics that Salesforce customers may have in their system overview.	
ServiceNow	ServiceNow has read and understands this requirement. ServiceNow supports only a SaaS environment so there is no on-premise offering.	
QTS	Alert Logic's Threat Manager Intrusion Detection System (IDS) and Vulnerability Scanning functionality are designed to monitor, detect, report and alert on adverse security issues on behalf of our customers. Within this process there are a number of both automated and manual processes which are supported by our SIEM software ('The Expert System') as well as our Network Security Analysts in our Security Operations Center (SOC). Threat Manager is the Alert Logic IDS and VA scan product. It includes the physical or virtual appliances and software tools used to analyze the customer's infrastructure and monitor that infrastructure for attacks. ActiveWatch is the managed aspect of Threat Manager, providing 24 x 7 monitoring and incident response operations from the Alert Logic SOC. Threat Manager's Expert System identifies valid security events and suppresses false positives through a patented multifactor correlation process. Every security event monitored by its global network of threat sensors is analyzed in real time. When the Expert System determines that a set of events comprise a valid security threat, an incident is created and escalated according to severity via email or through an Alert Logic Network Security Analyst. This approach dramatically	

	reduces false positives and keeps analysts and customers focused on real, actionable incidents. In addition, Alert Logic's security research team continuously monitors threat data and tunes the Expert System to respond to the most current threats.	
SAP	Ariba	Within our solution, specific logging takes place that is viewable by the customer administrator or their designee. Audit logs produced through use of the solution are considered customer data and are maintained within the customer's instance of the database. These logs are retained so long as the customer has an active contract with us. As a user control consideration, customers are responsible for monitoring the proper entry of data to the solution and reviewing reports generated by the system.
	Fieldglass	Fieldglass has a comprehensive set of performance monitoring tools in place. Some tools are built in the application and some are external. The Fieldglass application captures every page hit and the time it takes to respond. It captures the server response time and the client rendering time separately. The average page times are available to be seen by privileged users through the application. The user can drill down to the hour or minute or a single request for analysis. The information can be displayed by time range for all users, by company, or even for an individual user. Orion Network Monitoring watches more than 1,000 different points of interest on the production infrastructure. These monitors include, but are not limited to, the following: CPU, Memory, I/O, Capacity and Synthetic Transactions. These monitors along with our custom application performance monitors are used to produce and comply with customer SLA requirements. Fieldglass also uses Splunk Enterprise Security for event/audit log collection and correlation. Events and logs are retained online for 90 days and offline for two years. Alerts are generated and reviewed as they occur.
	Hanna	SAP HEC uses Solution Manager for monitoring the infrastructure end to end.
	Hybris	SAP Hybris offers continuous 24/7 systems monitoring in-place, which automatically notifies you, SAP Hybris support and optionally your designated implementation partner in the event of any monitored system problem. Tools used for monitoring include HP Sitescope and Nagios. This service ensures quick response times to emergency problems. Standard monitors are in place for basic site availability. Customer can utilize additional 3rd party monitoring services should it wish to add additional monitoring. Upon request, monthly or quarterly reviews are offered to review performance over the period. When a system problem occurs, in addition to monitor alerts sent to the customer, SAP Hybris support may send emails to a designated customer notification email address to provide status, updates or further detailed information. In addition, a support ticket would be created which would include such information.
	SuccessFactors	The application logs the following for every transaction: Event/transaction Time, Transaction ID, Event/transaction Type, Event/transaction Status (Result of the event; if failure, includes reason), Object Attributes (Describes the object affected by the event), Originator User ID (ID of the user who initiated the event or action), Subject ID, Process User ID, Account Number, Transaction Specific Elements. The application audits changes to the major components. Examples of this are goal auditing and document auditing. The audit trail includes who made the change, the date of the change and the ability to see the data as it existed at

		that point in time. The data in the audit log can be viewed with appropriate permissions. We also provide an optional Audit Framework for additional audit logging capabilities. All audit logs within the application are accessible only by customers. Therefore, the review of application audit logs as well as retention periods for the application audit logs are the customer's responsibility, and can be determined as per requirements
VMware	VMware IaaS Services The vCloud Hybrid Service infrastructure, including the top layer management stack, the customer management stack and the computing/storage/network hardware are monitored for availability, capacity and performance. Customers are responsible for monitoring their own VMs (OS, apps). Customers can use on premise monitoring tools to manage and monitor their applications and OSes over VPN and direct connect. VMWare AirWatch The AirWatch Cloud Operations team monitors the SaaS environment. AirWatch follows the Fault, Configuration, Accounting, Performance, and Security (FCAPS) model to monitor the SaaS environment. •We have configured the system to notify support personnel of any issues with key performance items •Because the solution is built on industry-standard ASP.NET architecture, it integrates into existing management and monitoring tools. Administrators can configure log data storage to destinations such as Windows Event Viewer, SNMP traps, syslog, SMTP email alerts, etc. The solution also integrates directly with Microsoft SCCM. The communication layer includes a complete infrastructure for API integration to third parties as well as a rich set of existing APIs, web services, single sign on and authentication protocols. Integrate with security information and event management (SIEM) solutions for enhanced logging of events occurring in the console. Administrators can view events, filter by event type, category and module, and export events. Event logging settings can be configured based on severity levels, with the ability to send specific levels to external system via syslog integration.	
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.	

8.18 Trial and Testing Periods (Pre- and Post- Purchase)

8.18.1 Describe your testing and training periods that your offer for your service offerings.

Training and testing periods will vary based on the Service provider as well as the complexity of the request that is made by the Purchasing Entity. Some of the services can be functional within a few days and some will take a few months for full implementation.

8.18.2 Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet mandatory requirements.

Upon Request, Carahsoft will provide access to any of the Cloud Technologies proposed. The precise Access to the technology may be in a limited or "DEMO" fashion. Access will be to an extent that the State may complete any necessary tests or verifications that may be required. Instructions on precisely how each technology will be accessed will be provided upon request. All of the proposed technologies are currently live/ active and support many customers. A specific instance of the requested technology would be stood up within the cloud framework to support this request. As this will be occurring within a production, the creation of the instance is a quick and straight forward process not requiring any sort of extraordinary effort.

8.18.3 Offeror must describe what training and support it provides at no additional cost.

Carahsoft provides the customer with free training for specific deals on a case by case basis. This can include free installation, training, and maintenance for high value customers who purchase Carahsoft's solution through the NASPO contract vehicle. In addition, Carahsoft will provide webinars with basic training on a quarterly basis, made available to any Purchasing Entity who wishes to participate.

8.19 Integration and Customization

8.19.1 Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.

The integration into other applications will vary base on the Service Provider, however it is standard practice to allow for open AIs for integration development. For example Connecting Salesforce to an existing enterprise application is a common and frequently performed task. Integration options range from native Web Services support (APIs, outbound workflow, etc.) to import/export utilities to middleware integration via packaged connectors to toolkits for Java, .NET, and other open platforms. Our solution provides the ability to call out to virtually all common APIs, to enable synchronization, push / pull, and mash-ups with external apps/systems. Salesforce itself is based on web-service based APIs that in turn simplify access to Salesforce data from external systems. API-based integration is heavily leveraged by our customers.

8.19.2 Describe the ways to customize and personalize the Solutions you provide to meet the needs of specific Purchasing Entities.

The Service Providers customization options are very extensive and highly configurable. For example The Salesforce Platform offers a core set of technologies that not only power the Salesforce SaaS products, but also allows your Agency to build custom apps, connect data from any system, and manage it from anywhere. The Salesforce Platform allows customers to build apps fast with just a few clicks, designed for desktop and mobile devices, all from a single canvas. The Salesforce Platform has been given top ratings by Gartner, Forrester, & Info-Tech Research. To help IT deliver apps faster, the Salesforce Platform offers a simple yet powerful set of declarative, point-and-click tools that anyone can use to achieve business goals at lightning speed. Without writing code, developers and business users alike can quickly and easily create custom apps on the Salesforce Platform with complex business logic and beautiful user interfaces designed specific to every screen. Salesforce Lightning Builder tools allows your Agency to work in alignment with agile development methodologies as IT meet business demands faster. The Platform uses open APIs based on industry standards such as REST and SOAP to make it easy for your Agency to build apps that integrate with legacy systems. For more complex applications, developers can leverage the Apex programming language. Apex is an object-oriented, on-demand language. It is like Java, with similar syntax and notation, and is strongly-typed, compiled on demand, and fully integrated into the Platform. All of the application services come right out of the box, from a powerful workflow engine to API services, integration services, authentication, event log framework, analytics, and collaboration.

8.20 Marketing Plan

Describe your how you intend to market your Solutions to NASPO ValuePoint and Participating Entities.

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract-specific promotional activities. These include but are not limited to:

- News announcements

- Social media promotion (Twitter, Linked In, Facebook, Carahsoft Community)
- Website content/reciprocal links (Carahsoft website page; content for contract sponsor page)
- Marketing materials (FAQs, contract overviews, solution spec sheets, powerpoint slides)
- Training documents
- Co-branded tradeshow graphics, giveaways, display materials
- Tradeshow participation (national, state and local government and education shows)
- Digital and print ads
- Webinars
- Email campaigns
- Proactive marketing opportunity tar available through:
  - National Coalition for Public Procurement (NCPP) – publicprocurementcoalition.org
  - Institute for Public Procurement (NIGP) – nigp.org
  - National Association of Counties (NACo) – naco.org
  - The United States Conference of Mayors – usmayors.org
  - National League of Cities – nlc.org
  - National Governors Association – nga.org
  - Relevant State Associations

8.21 Related Value-Added Services to Cloud Solutions

Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.

In addition to Carahsoft's quoting and configuration expertise, we also have a wide range of Service Provider implementation partners that we leverage to work with Purchasing Entities in order to ensure successful adoption and deployment within a Purchasing Entity. We will help to identity needs for initial setup, training and access to the services so that it is all available at the best prices from one source to the Purchasing Entity.

8.22 Supporting Infrastructure

8.22.1 Describe what infrastructure is required by the Purchasing Entity to support your Solutions or deployment models.

The Service Providers that are being proposed operate on their own secure infrastructure. The Purchasing Entities will only need an internet connection to access the services.

8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs?

The Service Providers maintain all costs for updating and building new infrastructures.

8.23 Alignment of Cloud Computing Reference Architecture

Clarify how your architecture compares to the NIST Cloud Computing Reference Architecture, in particular, to describe how they align with the three domains e.g. Infrastructure as a Service (IaaS), Software as a Service (SaaS), and Platform as a Service (PaaS).

CA	APM	The SaaS portal runs in Amazon Web Services.
	MAA	CA MAA is a SaaS service.
	CA Agile	Only SaaS is being offered via a public cloud

	ASM	As a monitoring service, ASM is considered to be SaaS.
Virtru	The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure2 . The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited userspecific application configuration settings.	
Salesforce	Salesforce's deployment model is a "public" cloud infrastructure, as defined by NIST 800-145. In the Salesforce Government Cloud, an agency dynamically provisions computing resources over the Internet on our multi-tenant infrastructure. This is a cost effective deployment model for agencies as it gives them the flexibility to procure only the computing resources they need and delivers all services with consistent availability, resiliency, security, and manageability. Salesforce was the first Cloud Service Provider to attain FedRAMP Authority to Operate for both Software as a Service (SaaS) and Platform as a Service (PaaS), consistent with the FedRAMP moderate baseline controls. Salesforce does not provide IaaS as a direct service offering to our customers, it is an underlying part of our PaaS and SaaS offerings. Salesforce Government Cloud In May 23, 2014 Salesforce achieved a FedRAMP Agency Authority to Operate at the moderate impact level (as described in FIPS 199 and 200) issued by Health and Human Services (HHS) for the Salesforce Government Cloud. Additionally, on May 15, 2015, HHS, as the FedRAMP authorizing agency, approved the Salesforce Government Cloud authorization package that was updated based on annual attestation requirements and updates to the FedRAMP baseline which is FISMA compliant and based on the current release of NIST SP 800-53 Rev. 4. Testing for the ATO was performed by a third party assessment organization (3PAO). The Salesforce Government Cloud information system and authorization boundary, is comprised of the Force.com Platform, Salesforce Services (Sales Cloud, Service Cloud, Chatter), and the backend infrastructure (servers, network devices, databases, storage arrays) that support the operations of these products, referred to as the General Support System (GSS). To obtain compliance with FedRAMP, Salesforce conducted security assessment and authorization activities in accordance with FedRAMP guidance, NIST SP 800-37, and HHS guidance. As part of this process Salesforce documented a System Security Plan (SSP) for the Salesforce Government Cloud service offering. The SSP is developed in accordance with NIST SP 800-18, Guide for Developing Federal Information System Security Plans. The SSP identifies control implementations for the GSS and in-scope customer facing products (Force.com Platform, Salesforce Services) according to the FedRAMP moderate baseline and HHS security control parameters. A security assessment of the information system was conducted by a third party assessment organization (3PAO) in accordance with NIST 800-53A and FedRAMP requirements. The security assessment testing determined the adequacy of the management, operational, and technical security controls used to protect the confidentiality, integrity, and availability of the Salesforce service and the customer data it stores, transmits and processes. To maintain compliance with FedRAMP, Salesforce conducts continuous monitoring. Continuous monitoring includes ongoing technical vulnerability detection and remediation, remediation of open compliance related findings, and at least annual independent assessment of a selection of security controls by 3PAO. As part of our FedRAMP annual assessment, Salesforce is now aligned with NIST SP 800-53, Rev. 4 controls.	
ServiceNow	ServiceNow's architecture aligns with Software as a Service (SaaS).	

Docusign	DocuSign's DTM® solution is ISO 27001:2013 certified and many of the ISO 27001:2013 controls are mapped to the NIST 800-53 requirements; we can provide additional information upon request.	
SAP	Ariba	Our solutions are offered and delivered in a true subscription-based model and shared service (multi-tenant) offering. There is no software to install, no hardware to buy, no maintenance or support costs and no need to hire consultants or tech specialists to run the system. We deploy and manage the infrastructure. Customers only need a web browser for access. Subscriptions include system maintenance, automatic upgrades, enhancements and application of service packs, Level 1– 3 help desk support, professional services and best practices built directly into the application.
	Fieldglass	Fieldglass is offered in a SaaS model. We follow the public cloud model identified by NIST. All customers access the same Fieldglass application version in a multi-tenancy database. The system is hosted in a secure hosting facility. Fieldglass manages everything from the cage in including all servers, devices, wiring, software, and configuration. Fieldglass uses the Cloud Security Alliance framework to measure itself against the recommended controls, in addition to ISO 27001 and SOC 2 controls in the Trust Services Principles of Security, Availability, Processing Integrity, Confidentiality, and Privacy.
	Hanna	HEC is a private cloud offering from SAP that provides fully 'managed' Infrastructure as a Service (IaaS) following NIST Cloud Computing Reference Architetcure.
	Hybris	The SAP Hybris Commerce, Cloud Edition is a Private Cloud Managed Service that offers a best practice multichannel commerce platform built on hybris accelerator technology, running in SAP Hybris own datacenters with a pay as you grow subscription model.
	SuccessFactors	Our IT architecture is aligned with ISO 27002. We are Safe Harbor certified and in alignment with BS10012 and ISO 20000 for Service Delivery. We demonstrate an on-going commitment to protecting the confidentiality, integrity and availability ("CIA") of data from internal and external threats, making us a reliable and secure system provider. Our secure multi-tenant Software as a Service (SaaS) platform is designed for availability, security, scalability, and performance. Industry best practices and standards are adopted and incorporated. Our Network also complies with the Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor. We provide privacy compliant data center facilities not only in the United States but also as a Member State of the European Union (EU) or a state of the European Economic Area (EEA). Currently, such data centers are certified for ISO27001, ISO9001 and PCI-DSS compliance. Our security services provide complete and thorough monitoring of all traffic on the network on a 24x7x365 basis, and include security technology, alert services and incident management support. We are audited twice annually to SSAE16 (US) or ISAE 3402 (international) accounting standards.

<table>
<tr><td>VMware</td><td>See section 8.1.1 for additional details.

Due to FOIA restrictions, we cannot share specific infrastructure details or architecture diagrams at this time. We can provide sample architecture diagrams under NDA to participating entities during task order negotiations as required.

VMWare AirWatch
AirWatch partners with co-located and cloud-hosted Tier III data centers to support of SaaS offering.
Due to FOIA restrictions, we cannot share specific infrastructure details or architecture diagrams at this time. We can provide sample deployments as under NDA to participating entities during task order negotiations as required.</td></tr>
<tr><td>FireEye</td><td>Each of the FireEye cloud solutions are classified as Software as a Service (SaaS) and leverage a private cloud deployment model. With respect to the NIST Cloud Computing Reference Architecture, the following actors are integral to the overall design of the solutions:

<table><tr><th>Actor</th><th>Definition</th></tr><tr><td>Cloud Consumer</td><td>Customer organizations who have purchased FireEye cloud solutions</td></tr><tr><td>Cloud Provider</td><td>FireEye</td></tr><tr><td>Cloud Carrier</td><td>Internet service providers and organizations who have been contracted to host FireEye cloud solutions.</td></tr></table>
A Cloud Broker is not leveraged in the FireEye cloud offerings. FireEye has contracted independent service auditors for evaluating controls relevant to security and confidentiality, however this occurs on an as-needed basis.</td></tr>
<tr><td>VirtueStream</td><td>Virtustream solution is fully NIST compliant for Essential Characteristics, as the Infrastructure as a Service (IaaS) Service Model, with all deployment options – Private Cloud, Community Cloud, Public and Hybrid Cloud. To that extent:
1.Virtustream IaaS provides a self-service portal called xStream, where users can access, view, edit, provision, and modify compute, storage, network and application services based on granular Role Based Access Control, which can be integrated with Active Directory or LDAP.
2.Virtustream IaaS provides Broad Network Access, where it can provide landing zone for any private network (Point-to-Point, Virtual Private Label Switching, Multi-Protocol Label Switching, or Direct Connect), public network (Internet, Trusted Internet Connectivity as landing zone, IPSEC VPN and SSL VPN) and also extranet connectivity (shared network, i.e, Cloud Connect, Cloud Exchange, NetBond, etc.) which is growing rapidly as option for connecting cloud resources.
3.Key to Virtustream solution is its proprietary and patented solution of uVM technology, which is effectively a granular solution for resource pooling, providing application performance, pay for consumption only and segregate resources for security and compliance, but aggregate for cost efficiency. In addition, Virtustream is currently one of very few Cloud Service Provider with capabilities for Geo-Fencing and Geo-Tagging of the virtual machines to a specific data center, and getting down to cluster and host machine level.
4.Virtustream's self-service portal, ticketing system and also the Technical Account Manager, who is the single point of contact for State of Utah allows for provisioning and deprovisioning of resources and services. In addition, Virtustream is uniquely positioned to provide application level provisioning as part of its standard automation and orchestration tool.
5.The fundamental of Virtustream solution is based on uVM Technology, which is very unique in terms of billing. Virtustream solution takes average consumption of compute resources, and State of Utah would only pay for actual resources based on a monthly average. This is in comparison</td></tr>
</table>

	with traditional cloud solution, where the billing is based on allocation of resources in T-Shirt size (Micro, S, M, L, XL, XXL), and if the server is up, consumer of the cloud pays, but when it is down, they don't. In case of the Virtustream solution, customer only pays based on the average of vCPU, RAM, IOPS and Network I/O; the key is average, not aggregate and based on consumption not allocation. In addition, all storage, security, application management services are offered as a monthly fee, based on the VMs; also, Virtustream can provide consultative and project support based on time and materials. 6.The deployment of Virtustream cloud can be on-premise or private based on purchase of its Cloud Management Platform, Community Cloud based on its IaaS, Public Cloud based on its IaaS and Hybrid cloud based on its ability to provide software and IaaS combined.

CONFIDENTIAL, PROTECTED, OR PROPRIETARY INFORMATION

All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing Lead State to the specific area of this protected Information section.

If there is no protected information, write "None" in this section.

Failure to comply with this Section and Section 3.13 of the RFP releases the Lead State, NASPO ValuePoint, and Participating Entities from any obligation or liability arising from the inadvertent release of Offeror information.

Carahsoft Technology Corporation ("Carahsoft") respectfully requests that section 6.3 Financials of Carahsoft's response be treated as a trade secret under the Utah Uniform Trade Secrets Act, Utah Code § 13-24-2 and submits this justification in accordance with Utah Code 63-G-2-305 demonstrating that its audited financials should be treated as a trade secret under Utah's Uniform Trade Secrets Act. Additionally, Carahsoft is claiming the same confidentiality of the Consensus Assessments Initiative Questionnaire provided in relation to DocuSign and FireEye offerings, as well as the Cloud Controls Matrix for DocuSign.

Carahsoft has marked this attachment as "confidential" in accordance with the RFP instructions by including all confidential data into the Confidential, Protected, or Proprietary Information in our response.

Carahsoft is claiming confidentiality for these specific Consensus Assessments Initiative Questionnaires and Cloud Controls Matrix because releasing these documents would cause irreparable damage and would create the potential for cyber security breach. While portions of this information are in the public domain, the information contained within is not represented or assimilated this way in any other format.

Carahsoft's Audited Financial Data satisfies the three-part test of the Utah Uniform Trade Secrets Act as set forth below and should therefore be treated as confidential and by the Utah Division of Purchasing and should not subject to public disclosure as provided in Utah Code § 63G-2-305.

1. *Carahsoft's Audited Financial Data is a "compilation" within the meaning of Utah Code § 13-24-2(4).*
Carahsoft's Audited Financial Data is a compilation of all of the Company's financial data and results for 2014. While some aspects of this information may be available, the compilation of this information is unique and the result of sustained and distinct effort by the Company's financial staff and its accountants.

2. *As required by Utah Code § 13-24-2(4)(a) Carahsoft derives independent economic value, actual or potential, from its Audited Financial Data not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.*
Carahsoft is a leading distributor of technology products and services to public sector customers such as the State of Utah, and throughout the United States and Canada. Sales in this market are intensely and deliberately competitive, with each sale subject to a structured bidding process in which low price is frequently the deciding factor on which contract award is based. Competition in this market is fierce, with competitors regularly competing with one another for federal, state, county and city business.

Carahsoft's competitors closely monitor this market, and regularly attempt to gain financial and other information about Carahsoft and other competing vendors. Allowing Carahsoft's competitors access to this compilation of financial data by releasing it in response to a public records request will damage Carahsoft's competitive position because it will provide competitors insight into Carahsoft's financial structure, including compensation, overhead costs, rental rates, profit margins and the like. Indeed, allowing insight into compensation may violate individual employees' expectations of privacy. Once competitors have this access and insight, they can use it to undercut Carahsoft in the marketplace, damaging Carahsoft's business with its customers and its suppliers, and inflicting economic hardship upon the Company.

For these reasons, Carahsoft does not itself disclose its Audited Financial Data except when required by law to do so. For example, Carahsoft discloses its financial information in filing its periodic tax returns—disclosure of which is prohibited by applicable state and federal law. In this regard, we note that Carahsoft is a privately owned company. Therefore, Carahsoft does not publicly report its financial results to the United States Securities and Exchange Commission.

3. Carahsoft uses reasonable efforts to maintain the secrecy of its Audited Financial Data.

The third part of the Utah Uniform Trade Secret Act's test for trade secret treatment is whether the information "…is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." Utah Code § 13-24-2(4)(b).

Carahsoft satisfies this test because it takes reasonable steps to maintain the secrecy of its financial information. As noted above, Carahsoft is a privately held company and therefore does not report its financial results publically to either its shareholders or the Securities and Exchange Commission. This is in contrast to public companies such as IBM or AT&T who report financial results quarterly as a matter of public record.

Even within Carahsoft's business operations itself, Carahsoft's management strictly limits disclosure of this information to a few carefully selected employees, and then only on a "need to know" basis in connection with their work assignments. Indeed, each Carahsoft employee signs a Confidentiality Agreement agreeing not to disclose this information.

Conclusion

Based on the forgoing, Carahsoft believes it has demonstrated that its Audited Financial Data, Consensus Assessments Initiative Questionnaires, and Cloud Controls Matrix are trade secret as defined in Utah Code § 23-24-2 . It is a compilation the content of which affords Carahsoft a competitive advantage. Carahsoft's competition cannot readily discern it by proper means. Moreover, Carahsoft itself treats this information as a trade secret even within its own business operations.

Should there be a public records request for this information, Carahsoft respectfully requests that the State afford Carahsoft's requested confidential information and documents trade secret protection in accordance with Utah law and deny the request. In the event that the State determines to release the requested confidential data, Carahsoft requests that you notify us promptly so that we may provide further justification for trade secret protection of this confidential data.

CLAIM OF BUSINESS CONFIDENTIALITY

Pursuant to Utah Code Annotated, Subsections 63G-2-305(1) and (2), and in accordance with Section 63G-2-309, Carahsoft Technology Corporation (company name) asserts a claim of business confidentiality to protect the following information submitted as part of this solicitation. Pricing/Cost Proposals may not be classified as confidential or protected and will be considered public information. **An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY".**

☒ Non-public financial statements
☐ Specific employee name and contact information
☐ Specific customer information, client lists, or subscription lists
☒ Other (specify): Consensus Assessments Initiative Questionnaires and Cloud Controls Matrix

This claim is asserted because this information requires protection as it includes:

☒ trade secrets as defined in Utah Code Annotated Section 13-24-2 ("Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy).

☒ commercial information or non-individual financial information obtained from a person if: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future; [and] (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

This statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason
187-204, Technical Response Template	All	See Confidential, Trade Secret, & Proprietary Information Explanation Page 176-177 of Carahsoft's Technical Response
Exhibit 1-DocuSign Excel	N/A	See Confidential, Trade Secret, & Proprietary Information Explanation Page 176-177 of Carahsoft's Technical Response
Exhibit 1-FireEye Excel	N/A	See Confidential, Trade Secret, & Proprietary Information Explanation Page 176-177 of Carahsoft's Technical Response
Exhibit 2-DocuSign Excel	N/A	See Confidential, Trade Secret, & Proprietary Information Explanation Page 176-177 of Carahsoft's Technical Response

Please use additional sheets if needed.

You will be notified if a record claimed to be protected herein under Utah Code Annotated § 63G-2-305(1) or (2) is classified public or if the governmental entity determines that the record

should be released after weighing interests under Utah Code Annotated § 63G-2-201(5)(b) or Utah Code Annotated § 63G-2-401(6). See Utah Code Annotated § 63G-2-309.

Signed: Robert R. Moore, Vice President
On behalf of (company): Carahsoft Technology Corporation
Date: March 10, 2016

(Revision 6/4/2015)

EXCEPTIONS AND/OR ADDITIONS TO THE STANDARD TERMS AND CONDITIONS

Proposed exceptions and/or additions to the Master Agreement Terms and Conditions, including the exhibits, must be submitted in this section. Offeror must provide all proposed exceptions and/or additions, including an Offeror's terms and conditions, license agreements, or service level agreements in Microsoft Word format for redline editing.

Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in terms and conditions negotiations. If there are no exceptions or additions to the Master Agreement Terms and Conditions, write "None" in this section.

The point of contact who will be directly involved in terms and conditions negotiations is Jack Dixon – Contract Specialist. He can be reached at – 703.230.7545 / Jack.Dixon@Carahsoft.com.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

Carahsoft takes exception to section 32 – Transition Assistance and request it includes the following.

9.4 RETURN OF CUSTOMER DATA. Carahsoft shall provide Customer Data in its standard database export format, excluding the any Core Technology, to Customer upon Customer's written request and at no additional cost to Customer, provided that Carahsoft receives such request from Customer within forty-five (45) days following the expiration or termination of a provided service. If Carahsoft has not received a request within the foregoing time frame, Carahsoft shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of any provided service.

Carahsoft takes exception to Section 13 – Indemnification. Carahsoft requests that Indemnification from the state to the customer under a certain set of circumstances.

IN SUMMARY

Carahsoft Technology Corporation appreciates the opportunity to offer this solution for the State of Utah's initiative.

The Carahsoft Team has proposed a superior and cost-effective solution that fully complies with the State of Utah's requirements set forth in Solicitation # CH16012. We understand the importance of your project goals, and we are confident you will benefit from this solution and our expertise.

Carahsoft looks forward to the opportunity to speak with you regarding the details of this proposal, as well as the opportunity to work with the State of Utah on this project.

SUPPLEMENTAL INFORMATION

Please find below Carahsoft's supplemental information.

Carahsoft Technology Corporation

Financial Statements with
Independent Auditors' Report

December 31, 2013

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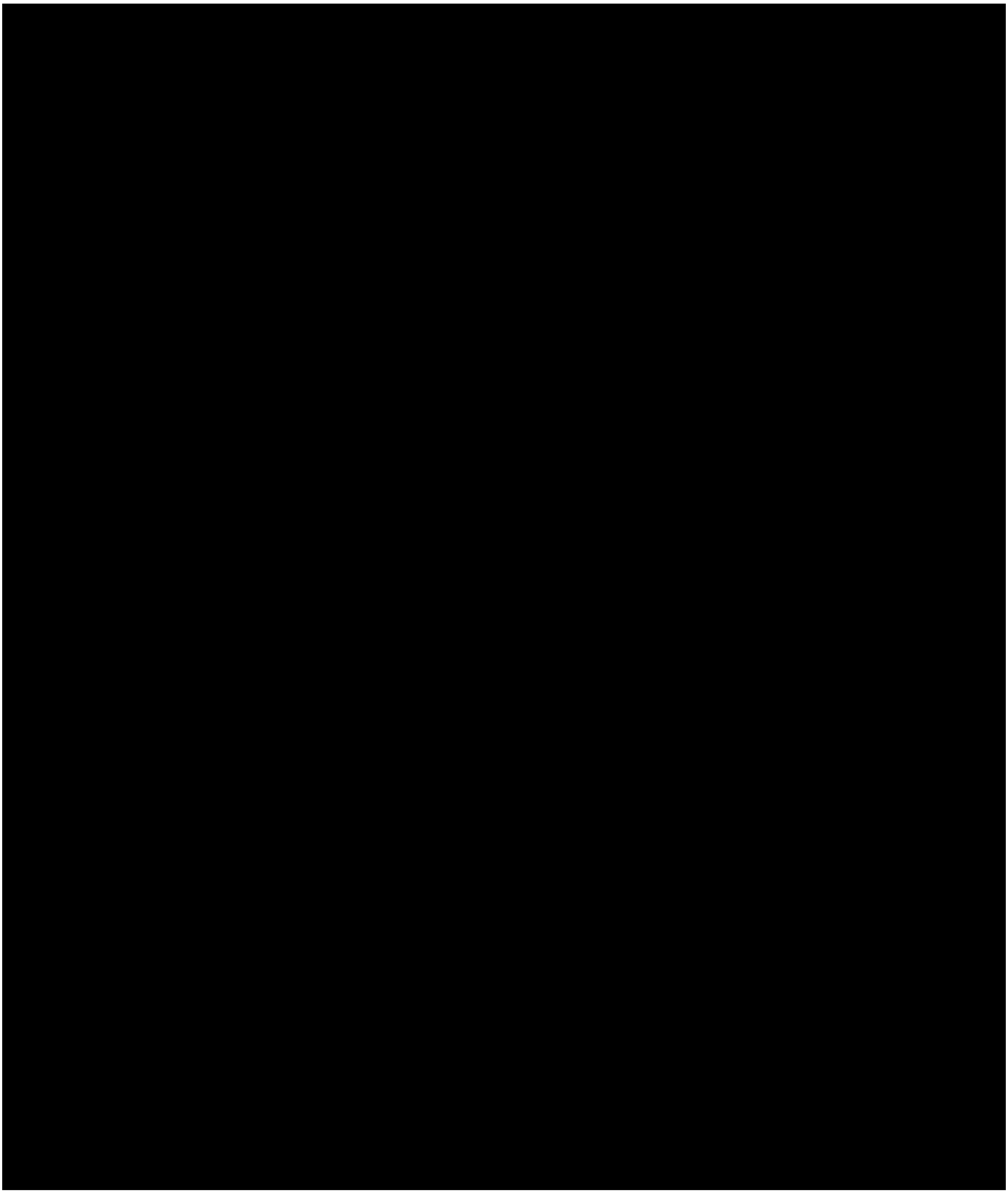
All information contained in these documents is considered confidential and proprietary for the use of only the intended receiver.



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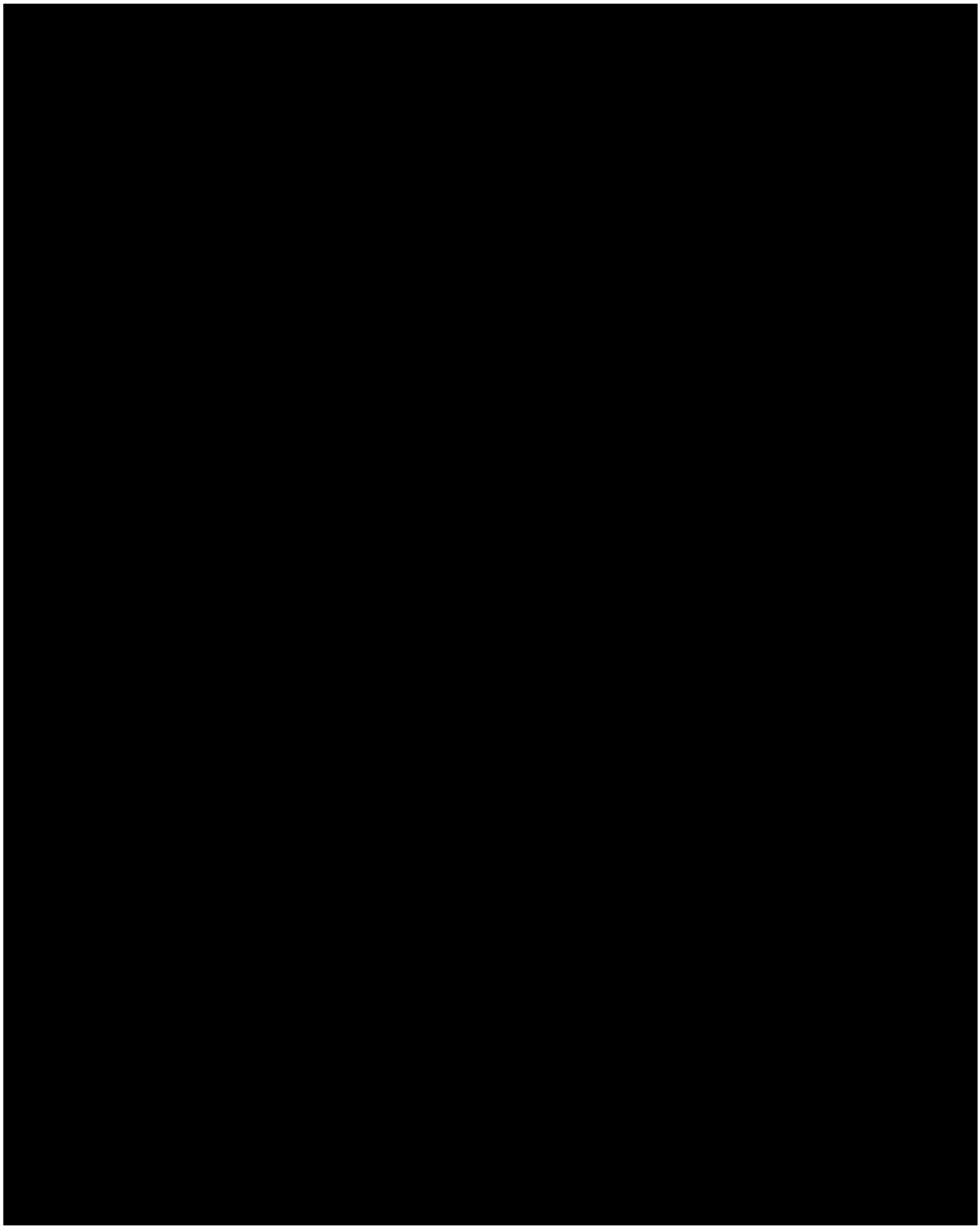

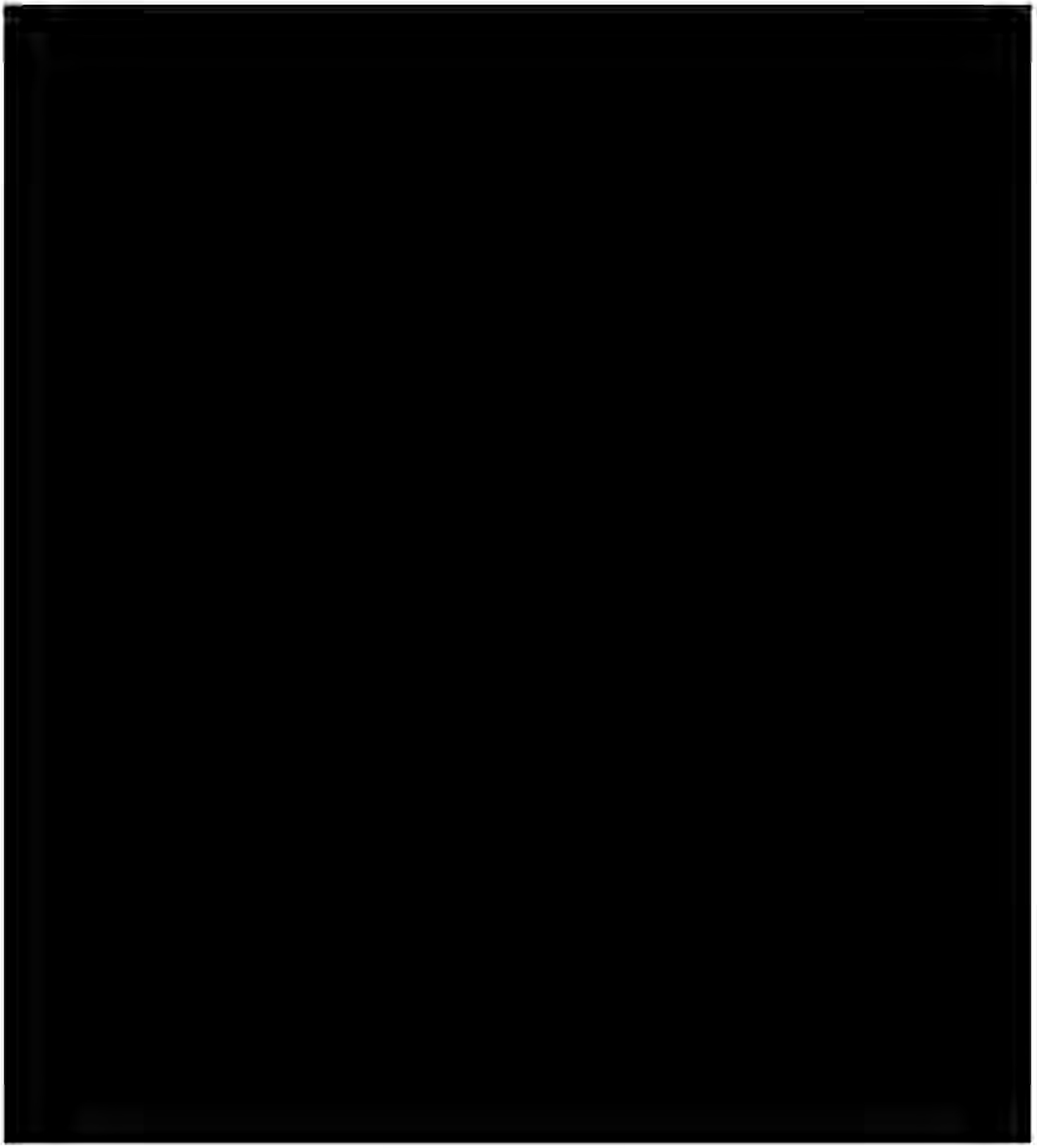

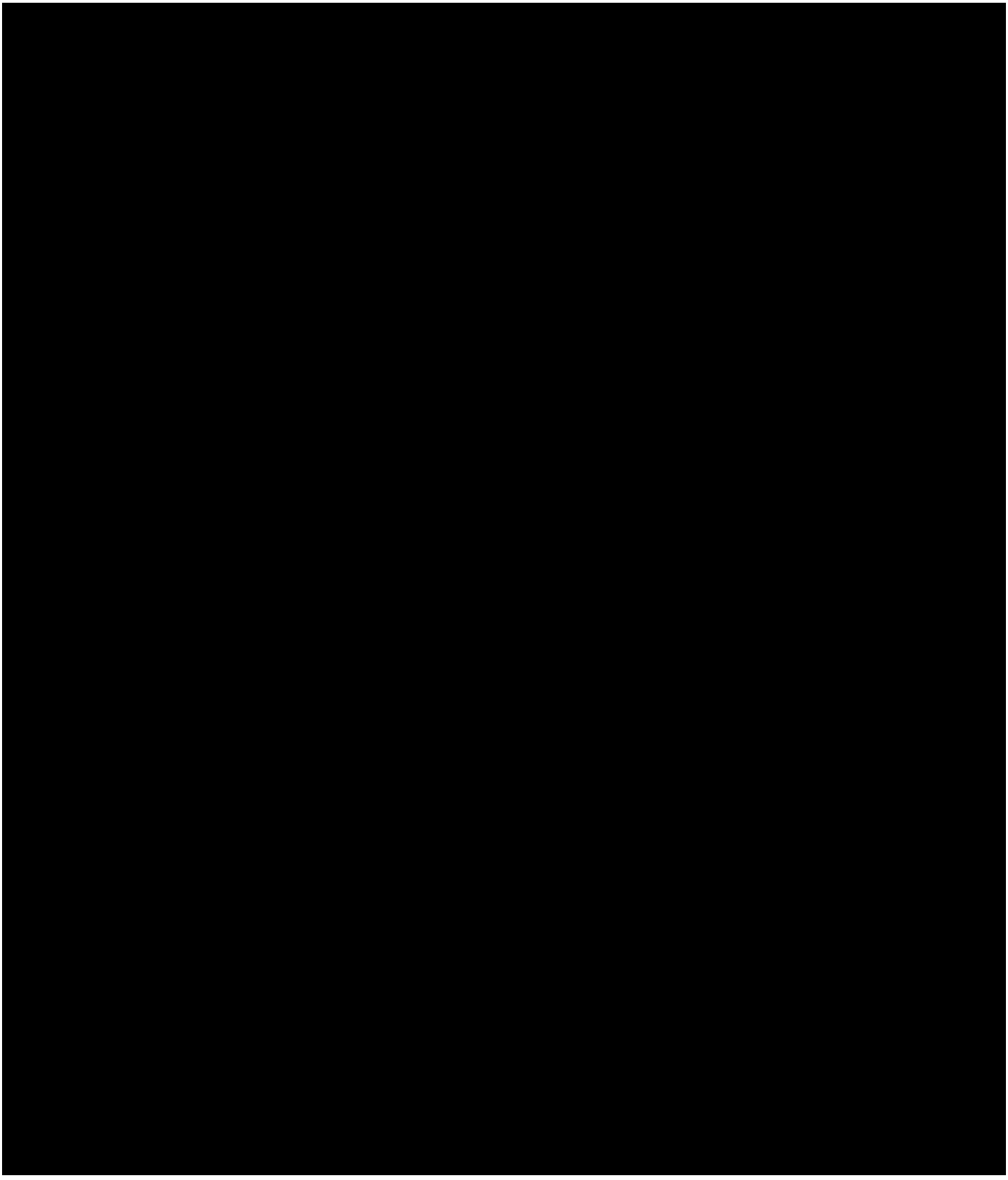

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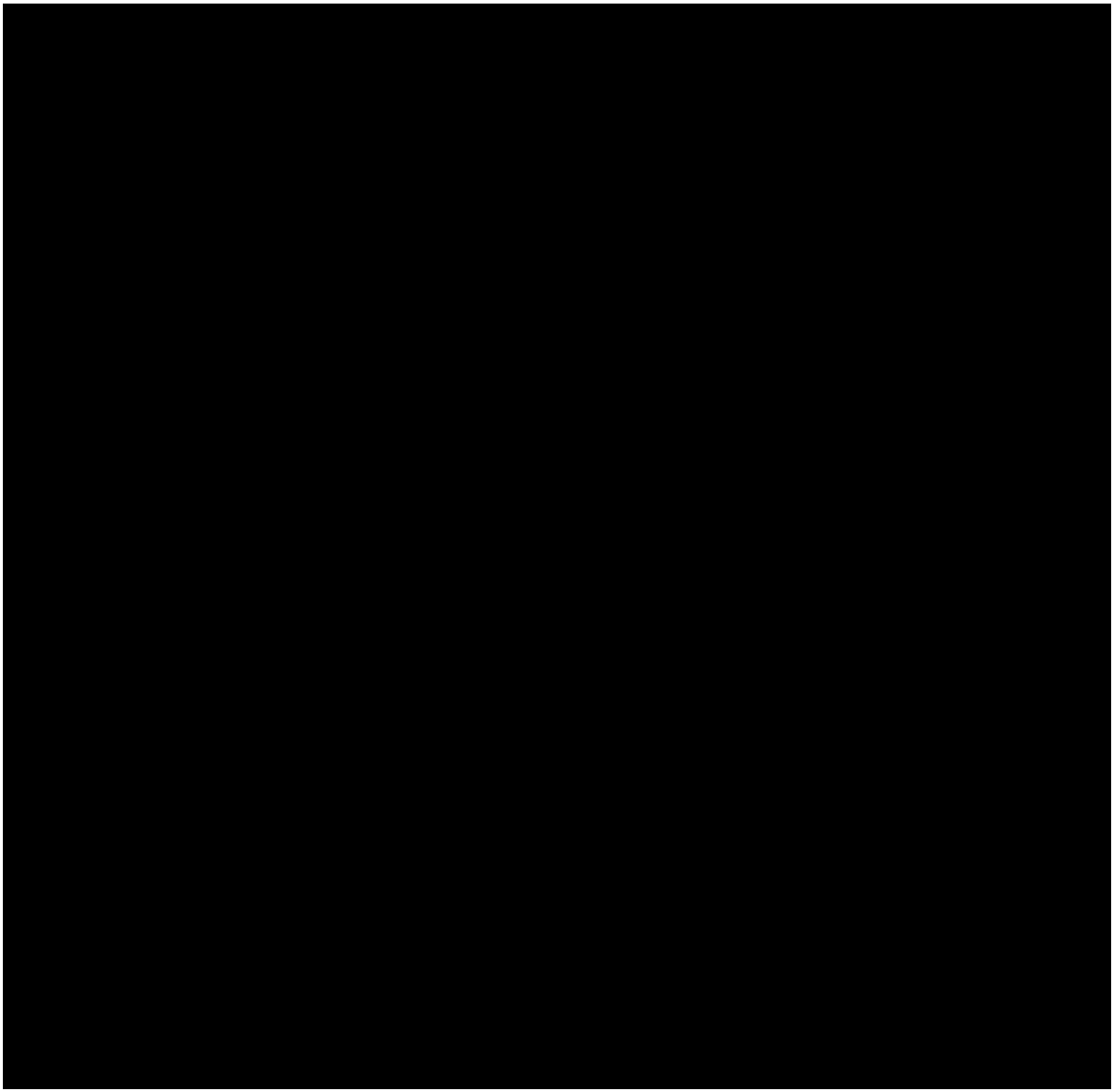

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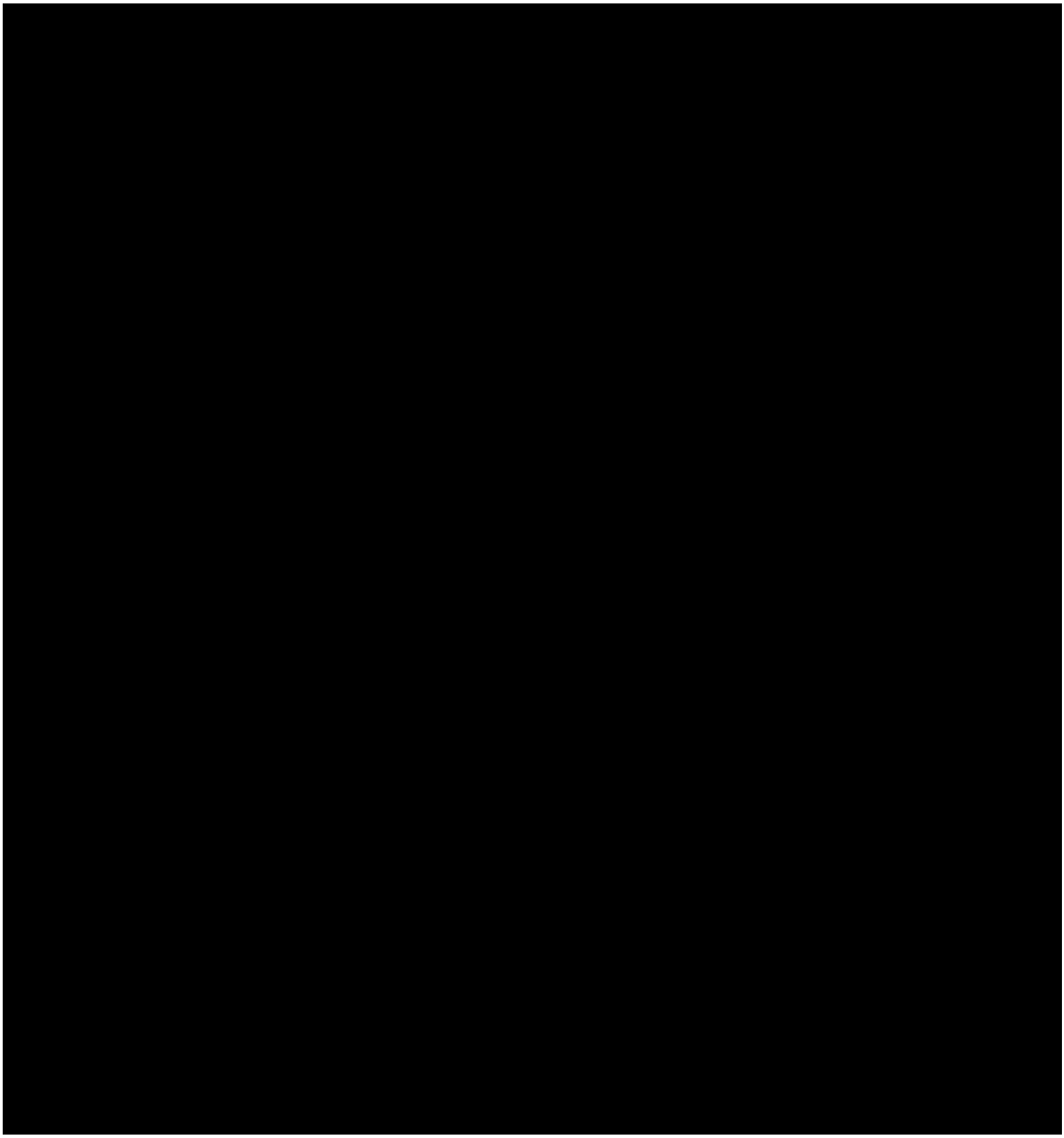

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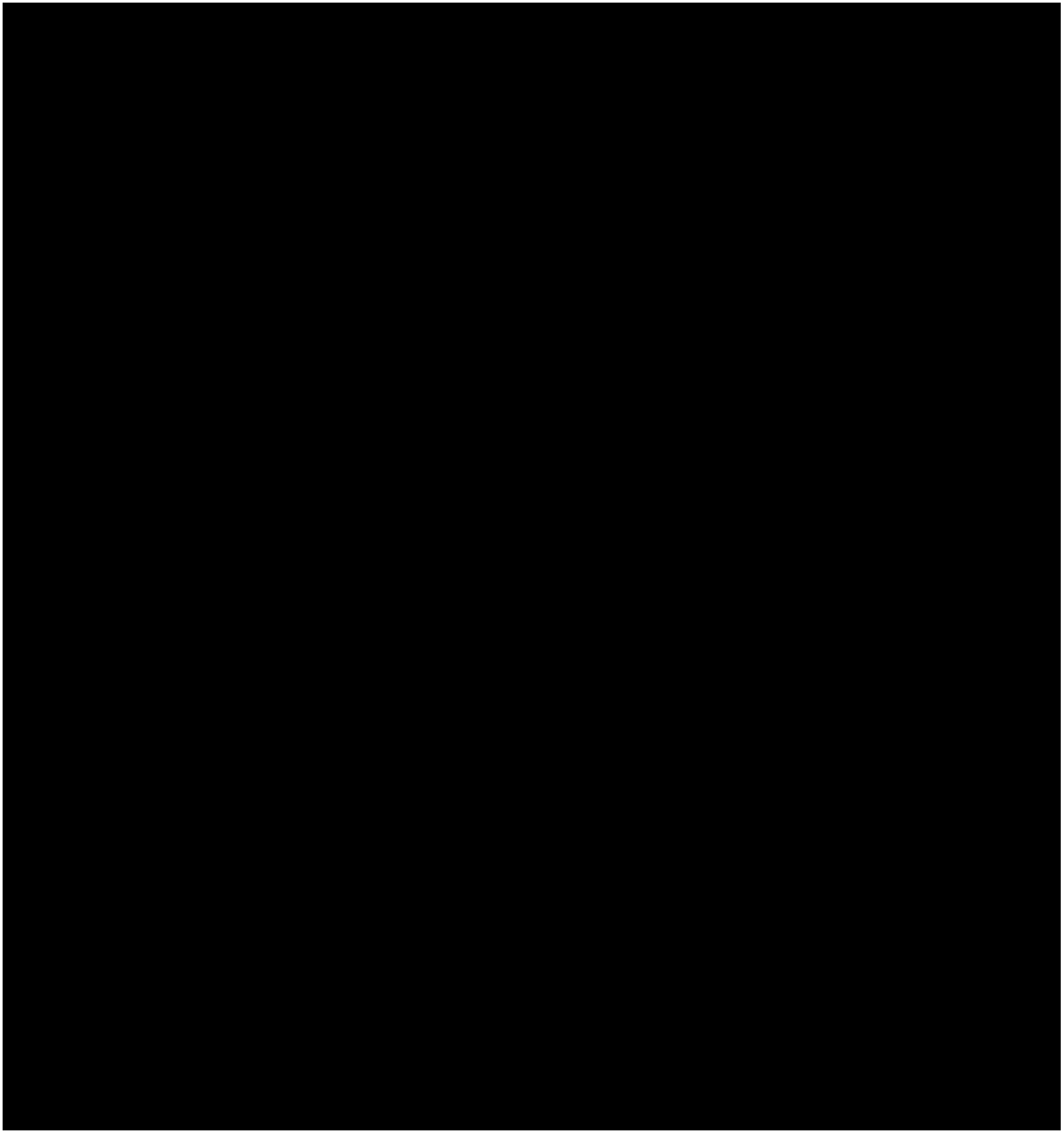

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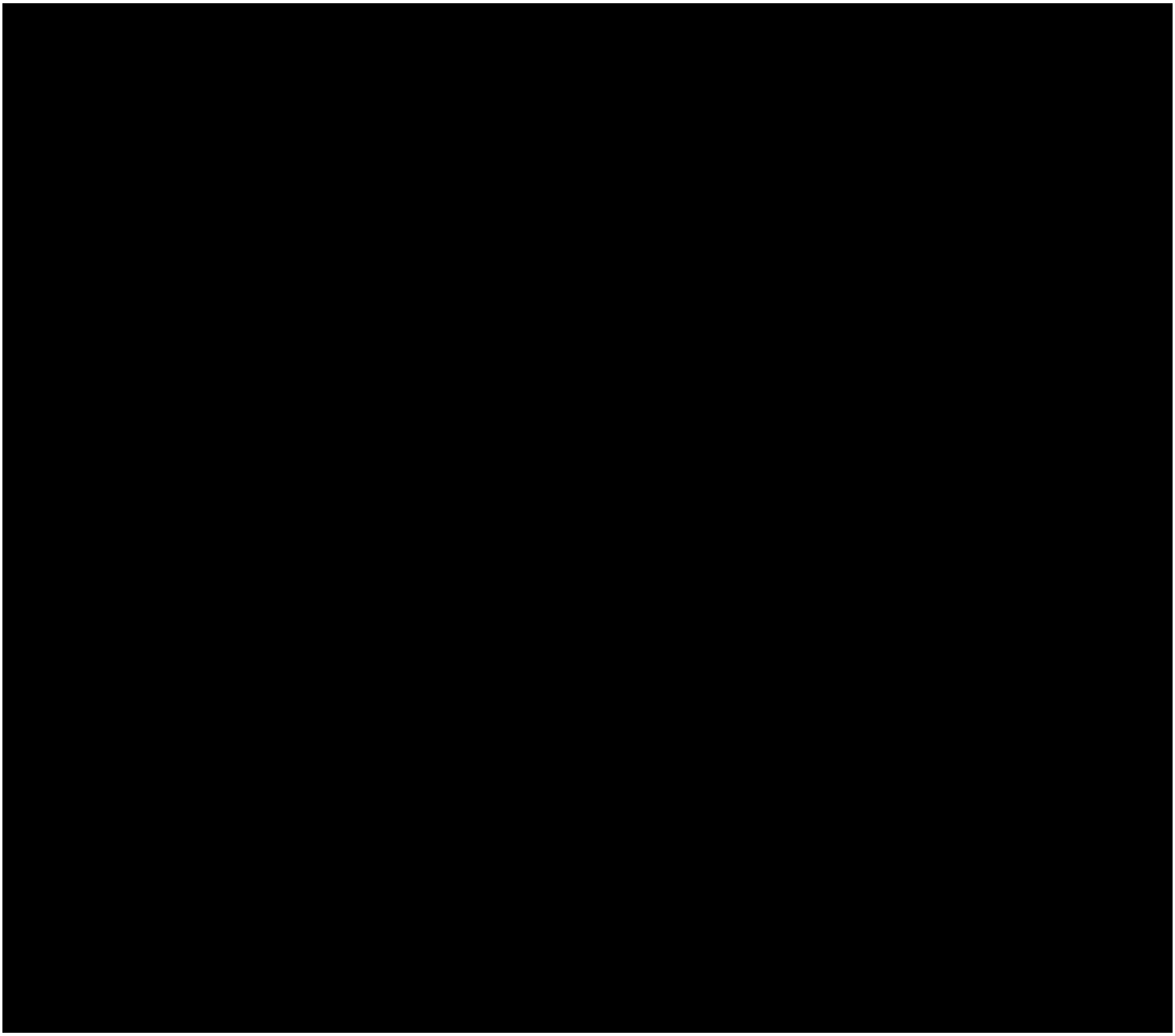

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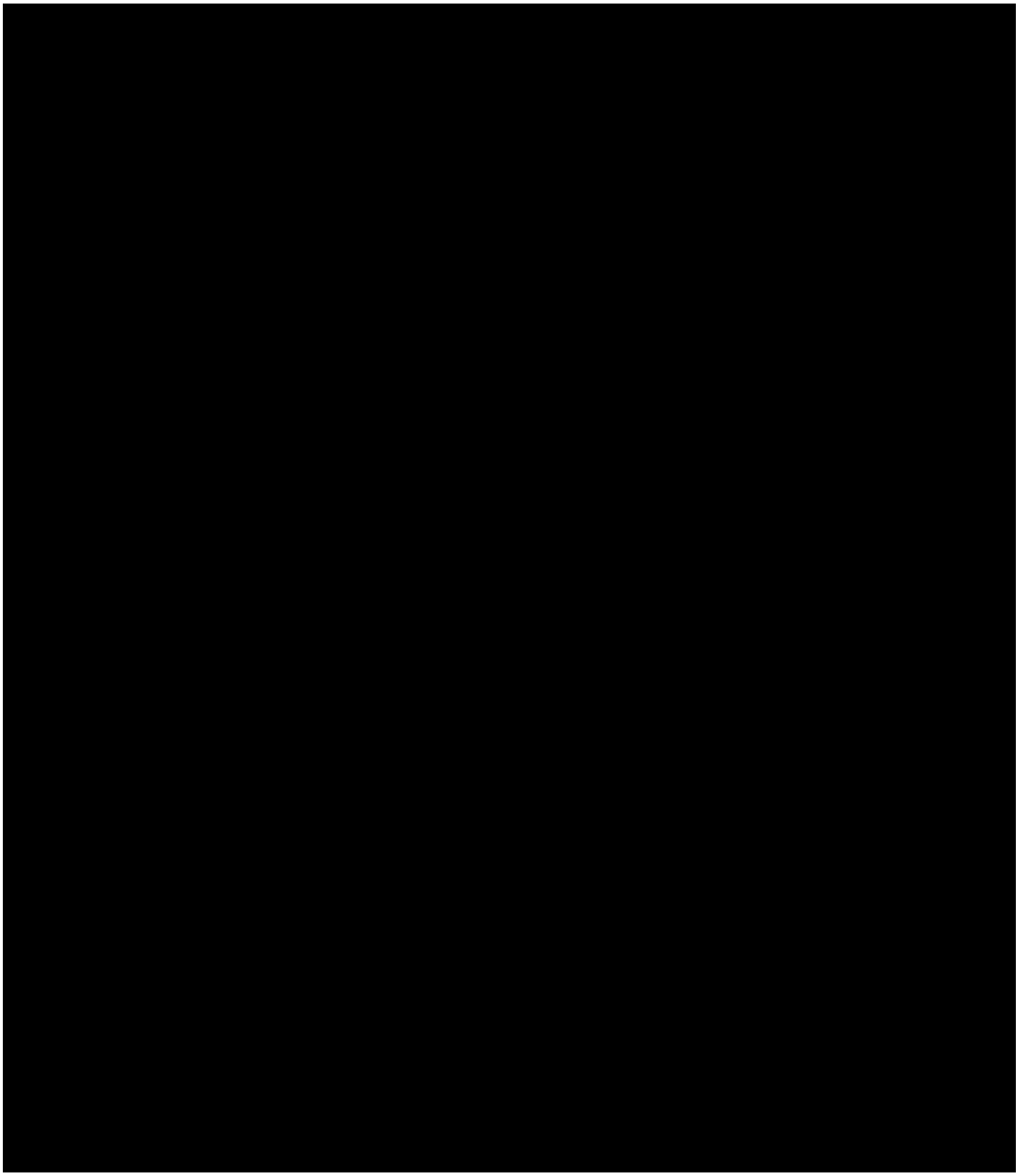

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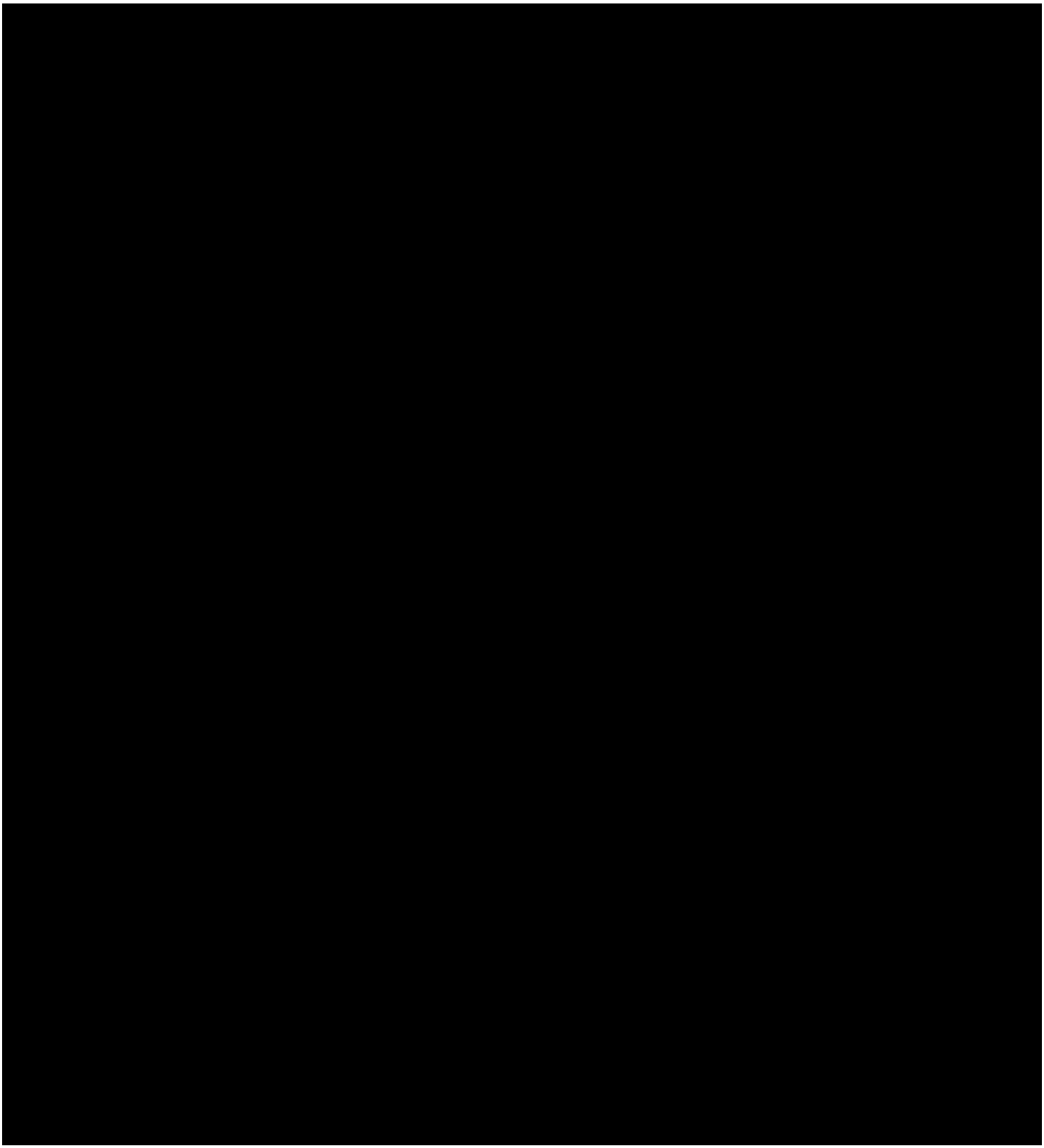

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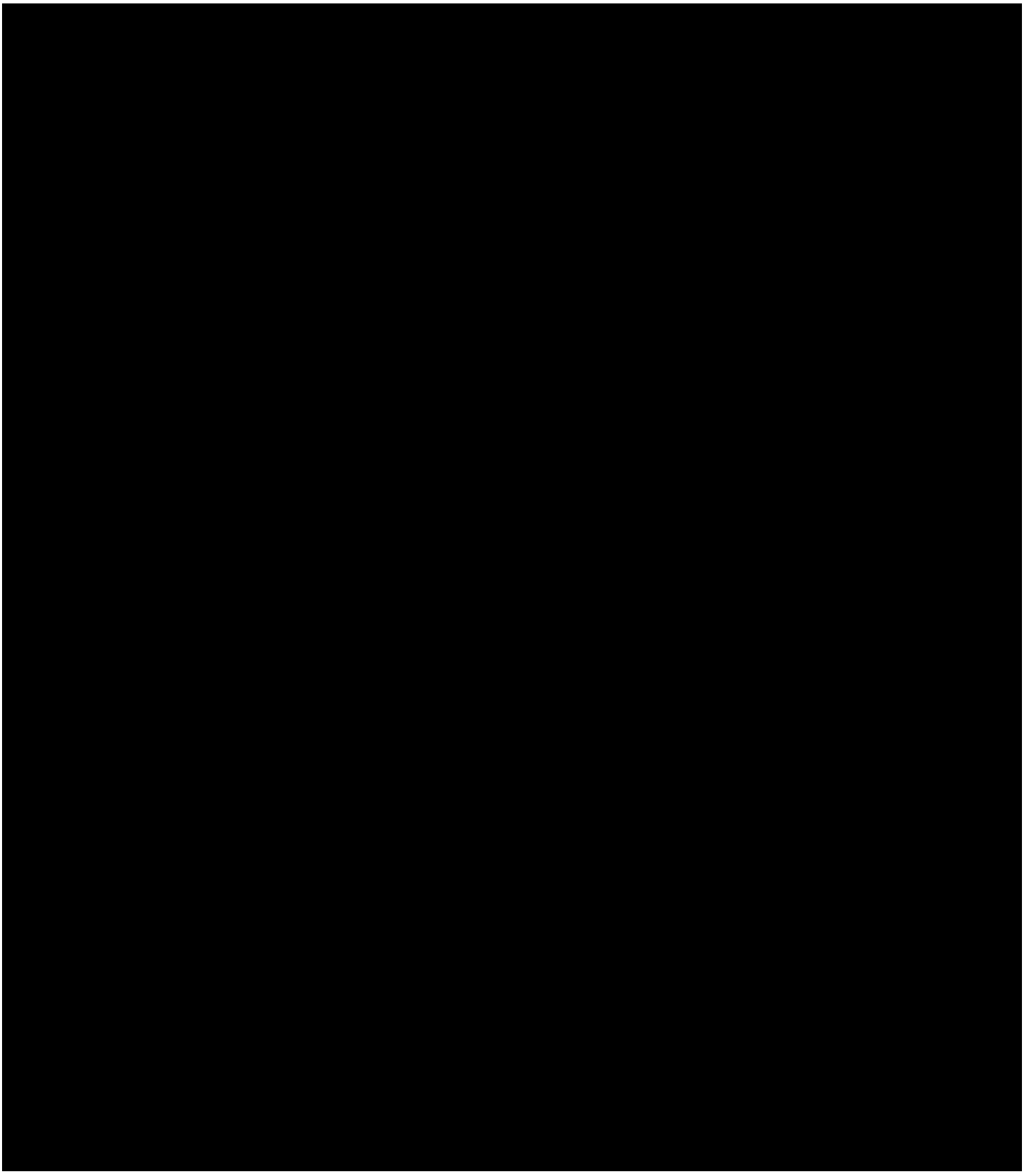

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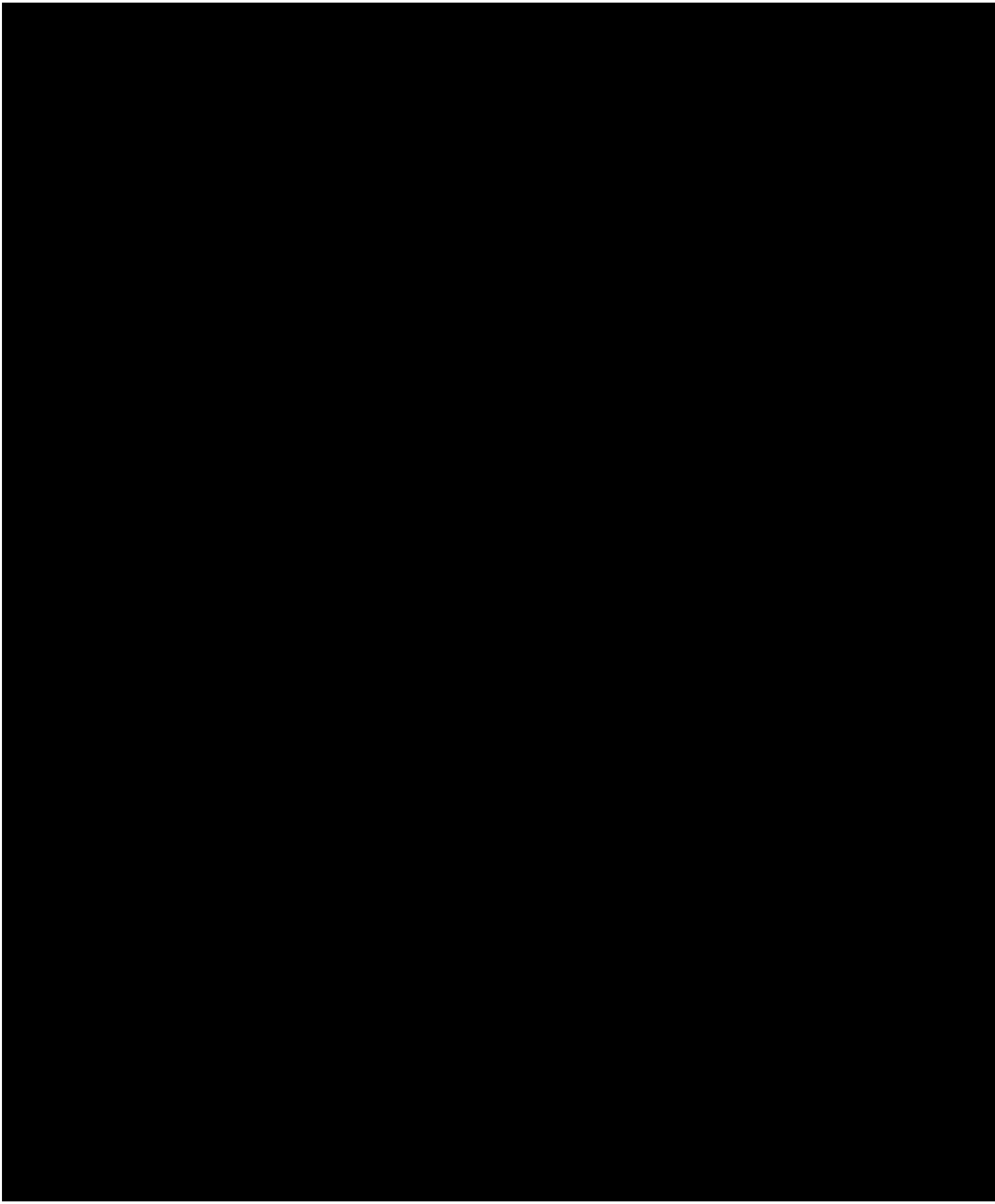

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SECURITY AND HOSTING OVERVIEW

June 2015

SAP Fieldglass

SAP

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1 Introduction

This document provides a general overview of the SAP Fieldglass security and hosting infrastructure. It is effective as of the revision date indicated below. However, as security needs continue to evolve, the specific information relating to the topics covered may be subject to change over time.

Security

The SAP Fieldglass solution was architected to be the most reliable and secure Vendor Management System available today.

SAP Fieldglass is proud to offer our customers, subject to review and acceptance by our audit partner, the following assurances:

- ISO 27001 certified since 2011
- SSAE 16/ISAE 3402 Type 2 SOC1 audits conducted since 2005
- SSAE 16 Type 2 SOC2 audits in the Trust Services Principles for:
- Security – the system is protected, both logically and physically, against unauthorized access
- Availability – the system is available for operation and use as committed or agreed to
- Processing Integrity – system processing is complete, accurate, timely, and authorized
- Confidentiality – information that is designated as “confidential” is protected as committed or agreed
- SSAE 16 Type 1 SOC2 audit in the Trust Services Principle for Privacy (Type 2 audit scheduled for Q3 2015)
- Annual third party pen testing of our network and application

This document provides an understanding of how SAP Fieldglass handles the following areas across its global operations:

- Scope of Operations
- Security Management
- Application Security
- Physical Security
- Network Security
- Data Management
- Release Management
- Disaster Recovery
- Business Continuity

1.1 Scope of Operations

SAP Fieldglass has global operations located in the following regions:

United States

Business office

SAP Fieldglass
111 N. Canal Street
Suite 600
Chicago, IL 60606

Active and passive datacenters

Century Link
2425 Busse Road
Elk Grove Village, IL 60007

Equinix / ServerCentral
1735 Lundy Avenue
San Jose, CA 95131

APAC

Business office

SAP Fieldglass
Suite 5, 48 Lovett Street
Manly Vale
NSW 2094
Australia

European Union

Business office

SAP Fieldglass
One Valentine Place
London
SE1 8QH
United Kingdom

Active and passive datacenters

ServerCentral c/o Equinix Laarderhoogtweg 57 1101EB Amsterdam, Netherlands	ServerCentral c/o Telehouse North 14 Coriander Avenue London E14 2AA United Kingdom

The terms "active" and "passive" designate which of the production hosting environments is being used as the primary (active) and which is being used as the backup (passive or disaster recovery). These designations are not static and SAP Fieldglass will occasionally fail over the active hosting environment to the passive hosting environment. This practice ensures that SAP Fieldglass is capable and ready in the unlikely event a disaster occurs and we need to fail over to the passive site.

1.2 Security Management

SAP Fieldglass' Security Team is responsible for implementing and maintaining the security controls to ensure that SAP Fieldglass information systems are secure. SAP Fieldglass has based its security program on industry standards and best practices. For our established datacenters, these practices are audited annually by a third party with results available to customers in October.

1.2.1 Security Policies, Standards and Procedures

SAP Fieldglass maintains a comprehensive set of policies that define the information security goals and objectives. Each policy may be supported by a standard that dictates the required security requirements to ensure the uniform application of technologies and processes.

1.2.2 Risk Management

SAP Fieldglass manages risk by the identification of threats and vulnerabilities to its information systems and through a control selection process. Controls selected fall into the following categories:

- Policy
- Physical and Environmental Security
- Organizational Security
- Communications and Operations Management
- Acceptable Use
- Access Control
- Third Party Access
- Information Systems Acquisition, Development and Maintenance
- Asset Management
- Incident Management
- Personnel Security

- Compliance

As an element of our ISO 27001 compliance, SAP Fieldglass conducts an enterprise-wide risk assessment. Key individuals from every department are interviewed so that risks can be identified. Risks are then evaluated and entered into a risk treatment plan. This plan is managed by the Security team with oversight by the Security Steering Committee. The Security Steering Committee meets on a quarterly basis.

1.2.3 Assessments

SAP Fieldglass periodically assesses the security controls to review the effectiveness of each control in addressing risk. If SAP Fieldglass' assessment suggests a need for changes, the baseline standard may be changed to include additional controls.

Internal Audit

SAP Fieldglass conducts quarterly internal audits for critical controls. Evidence is reviewed by our Sr. Compliance Analyst and a formal assessment report is prepared. Failed controls are made visible by this process so they can be remediated. Executive sign off on the internal audit reports is required.

External Audit

SAP Fieldglass also contracts with third parties on an annual basis to perform formal security audits on the following:

- ISO 27001 surveillance audit
- SSAE 16/ISAE 3402 Type 2 SOC1 audit
- SSAE 16 Type 2 SOC2 audits in the Trust Services Principles for:
- Security
- Availability
- Processing Integrity
- Confidentiality
- SSAE 16 Type 1 SOC2 audit in the Trust Services Principle for Privacy (Type 2 audit scheduled for Q3 2015)
- Network penetration test
- Application penetration test

These assessments allow SAP Fieldglass to maintain an appropriate security posture in order to protect the company and its systems, as well as its customers' data.

We are currently working with our third party audit partner in bringing our EU datacenters into scope for our 2015 ISO 27001 audit and SSAE 16/ISAE 3402 Type 2 SOC1 and SOC2 examinations.

1.3 Application Security

Our application provides application-level security through a combination of encryption, page-level access checking, document envelopes, and activity logging. Application security is handled through a combination of programming checks, application server configuration, and database server configuration. SAP Fieldglass uses 128-bit SSL (HTTPS) encryption for all data transmissions over the public Internet, including data shared between the product and end users and data shared between the product and back-end systems.

Passwords are encrypted using a one-way hash with salt based on the SHA-256 encryption algorithm. The hash value is saved within the database; not the password.

The base SAP Fieldglass application does not require data that would require breach notifications if compromised. If the customer chooses to store sensitive data, custom fields may be defined by the customer that can be encrypted with AES-256. These fields can also be optionally masked from view while entering and viewing the fields in the application.

1.3.1 Encryption

By default, the application utilizes SSL encryption for all data transmissions over the public Internet.

In addition, the SAP Fieldglass hosted application encrypts sensitive data stored on the database so that only properly authorized users (or systems) will be able to decrypt the data. Because no state information is stored on the application server, in the unlikely event of unauthorized access to the database, the sensitive data is still encrypted.

1.3.2 Database Segmentation

SAP Fieldglass is a SaaS and utilizes a multi-tenancy database. Each customer is assigned a unique company code. Every record written to the database is keyed using this company code. After a user authenticates into the system, a session ID is generated which holds vital information about the user including their company code, user role, and data visibility restrictions. The session ID is cached server side to eliminate any ability for a malicious user to modify its contents.

1.3.3 Document Envelopes

Throughout the system, there are a number of events that generate “documents.” These are digital representations of their real-world counterparts. For example, job postings, work orders, time sheets, and invoices are all represented in the system as documents.

Each document in the system has an accompanying digital envelope that stores all access to that document. For example, when a job posting is created, an envelope entry is added for creation that records the date, time, and person. When it is submitted, another entry is added recording the date, time, and person.

1.3.4 Page-Level Access Checking

The application has been designed so that every single web page checks for access rights before displaying itself. Additionally, each page performs a second check to ensure that an authorized user will only have access to those data elements and functionality that has been expressly authorized by the system administrator.

The post-authentication session ID that is generated and cached server-side is validated prior to showing each page. SAP Fieldglass stores a non-persistent cookie in the browser and compares back to the server-side session ID. If they no longer match due to malicious activity, the user is redirected to a "You are not authorized" page.

Authorization is handled through the use of user-defined User Roles. User Roles provide the customer, through its designated administrators, the flexibility to specify the type of access given to a member of that user group based on the definitions configured by the administrator. The User Role controls what areas of the application are accessible to the user group and what actions they can perform in those areas (e.g. job posting create, time sheet approve, etc.).

1.3.5 URL Encryption

SAP Fieldglass does not pass any sensitive data in its URL query strings. Parameters that are used to identify users in the system are protected by anonymizing the field variable and then encrypting the associated value using AES-256.

1.3.6 Activity Logging

As users access the system, all of their business significant activities are tracked and logged including failed login attempts, successful logins, approvals, submissions, etc. This activity log provides a full audit trail of what actions a particular user performed within the system and the timestamp as well.

1.3.7 Application Testing

Upon request, SAP Fieldglass will provide customers with a sandbox environment where system testing can occur outside of production. This is useful when testing out configuration changes, new integrations, and/or new reports prior to making the changes live in the customer's production instance.

Upon request, customer's data can be anonymized. SAP Fieldglass has the ability to scrub the data such that it is unrecognizable. Data element replacement is accomplished by an automated SAP Fieldglass utility that replaces the customer's company code, user names, business units, cost centers, and sites from a store of random variables. Any or all of these elements may be chosen for replacement.

Sensitive data that has been designated by the customer to be stored in the SAP Fieldglass application is encrypted with AES-256. The encryption and decryption keys are different between production and test environments and are different between the US and EU datacenters. These keys are stored in the corporate password vault and are accessible only by the Database Administrators and the Lead Architect.

Once customer testing has been completed, the Environment Management team (a team within Professional Services) destroys the environment. The database is purged and the VM is returned into circulation.

1.3.8 Password Management

The SAP Fieldglass application provides each customer the ability to define a Password Policy. This policy contains custom-defined password rules that each user in the customer's instance must adhere to. The policy provides 20 different password rules such as minimum length, user lockout preference (hard lockout vs. time-based reset), days to expiration, minimum password age, etc. Also included is the ability to specify a regex pattern(s). This pattern dictates the password value syntax that each user must follow.

When customer chooses to use a test instance ("sandbox"), all user password values remain unchanged from their production values. All passwords and visibility restrictions remain unchanged to ensure that users in the test instance are not able to gain access to data they're not privileged to see in production. Also, the password policy that is enforced in in the production instance is also enforced in the test instance.

New user invitations are sent via email. Recipients enter their 1-time passcode and are then forced to specify a new password that complies with the customer's password policy rules. User invitations expire after 21-days.

1.3.9 Email Approvals

In order to better support our growing mobile workforce, SAP Fieldglass offers customers a supplementary method for approving their work items. Via email, approvers are able to submit their approval or rejection response by simply replying to the approval work item that was sent to them. This method has been proven to reduce approval cycle times by several days since the approver does not have to be in the office. This feature has been architected with the following security controls:

- Only the original recipient can approve/reject the work item. If the recipient forwards the email to another person, the system will not accept the response.
- Email spoofing is not a risk. A unique ID is generated for each approval request. This unique ID along with the person ID of the intended recipient is stored encrypted with AES-256. So even if the email address sending the approval/rejection response is legitimate but the sender is not, the system will detect this anomaly and not accept the response.
- A SAP Fieldglass approver can identify another user as their Proxy and/or Delegate when they will be out of the office and unable to handle the approval requests. By design, neither of these roles receive approval work items via email. So only the original recipient can ever submit an approval/rejection response via email.
- If the customer created custom fields where sensitive information is stored encrypted, those fields and associated values are not allowed to be selected for inclusion in these email approval notifications.
- The system audit trail is updated with all user actions including approval/rejection activities via email. This audit trail is accessible by privileged customer users and can be used to monitor user activity.

In order to compromise the security of our email approval feature, a malicious user would need to hack into another user's email account, locate the SAP Fieldglass approval request email, and then submit the approval/rejection response.

1.3.10 Application Penetration Testing

SAP Fieldglass uses a combination of manual and automated testing to ensure the application is secure. Various automated commercial tools are used prior to each major release of the SAP Fieldglass system (three times per year).

On an annual basis, SAP Fieldglass engages a 3rd party security company to conduct pen testing services against our application. This is in addition to SAP Fieldglass' own internal penetration testing efforts.

SAP Fieldglass has several test environments available for customers to conduct their own application penetration testing if requested.

1.4 Physical Security

The SAP Fieldglass data center provides physical security through its secure hosted facilities. The application is hosted within a secure unmarked cage. SAP Fieldglass manages everything from the cage in. Meaning, SAP Fieldglass manages all servers, devices, and software in the cage. The hosting provider provides physical security, internet connectivity, and HVAC.

1.4.1 Internet Data Center Construction

Exterior perimeter walls, doors and windows are constructed of materials that afford UL Standard #752, Level V Ballistic Protection.

1.4.2 Access Control

The data center uses an Access Control System (ACS), which supports a networked card reader and alarm system. The ACS uses proximity card readers to control access into perimeter doors, shipping/receiving areas, storerooms and other areas. Biometric hand scanners are installed to control access into the network control center, telecommunications node room and customer vaults. Additional access control measures include:

- Designated with signage as controlled access areas
- Areas within the internet data center are designated as restricted
- Access into the internet data center and restricted areas is controlled by biometric hand scanners, and is limited to authorized personnel
- Card access badges or contractor/visitor badges are required to gain entry
- All employees, customers, vendors, contractors and visitors must be sponsored by a facilities pre-approved sponsor to gain access
- Visitors are escorted at all times within the controlled access area perimeter

1.4.3 Man Traps

The system includes the following key features:

- Anti-passback
- Integrated metal & explosive detection
- Video monitored / recorded
- Two-way intercom audio to Security Control Room
- Level V ballistic protection
- Weight sensors limit entry to one person at a time (no tailgating)
- ADA compliant
- Intrusion / tampering alarm monitoring by Security Control Room
- Integrated card access & biometric access control systems limits access to persons verified by hand geometry
- All systems are supported by redundant power management system (generators).

1.4.4 Key Control

Facilities security staff is the custodian of all security and cage keys. These keys are maintained and tracked through a comprehensive issue, retrieval, audit, and storage process. The listing of all customers, customer employees and cage assignments is updated in real-time maintained to ensure that cage access is restricted to authorized personnel.

1.4.5 Alarm System

The ACS is used to monitor and log security alarms. The ACS monitors all:

- Perimeter doors
- Restricted Area doors
- Shipping / receiving doors

1.4.6 Closed Circuit Television System

Facilities employ an extensive closed circuit television system to monitor the exterior and interior of the internet data center. Exterior cameras provide views of critical support equipment and perimeter doors. Interior cameras are positioned to monitor all internet data center aisle ways, requests for entry and entry into the internet data center, shipping / receiving areas, high-security vaults and the internet data center lobby. All cameras are recorded on digital video recorders 24 x 7.

1.4.7 Background Checks

SAP Fieldglass requires background checks be performed at the time of hiring on all personnel. These background checks are performed by a nationally recognized third party company. SAP Fieldglass initiates the background check request for all potential employees and independent consultants. If the independent contractor is placed through

an agency, the agency will conduct a background check and confirm with Human Resources whether the results were completed with/without discrepancies. If the independent contractor is placed directly, SAP Fieldglass will conduct the background check.

Background checks include the following:

- Social Security Trace
- Statewide & National Criminal Report (7 years)
- Sex Offender Registry & Terrorist Watch
- Compliance Authorities Database Checks – Global (OFAC level verification)
- Education verification
- Employment verification (7 years)
- Global Sanctions & Prohibited Parties
- Credit (only for specific finance roles)

1.4.8 Hosting Facility Security Personnel

The security office duties include:

- Response to calls for assistance
- Security facility inspections
- Fire and safety patrols
- Shipping / receiving security
- Physical security audits and assessments

1.5 Network Security

The SAP Fieldglass network infrastructure includes redundant components, firewalls, and 24/7 monitoring.

1.5.1 Redundant Components

Most network components are internally redundant. For example, routers have redundant power supplies; servers have redundant drives, power supplies, and NIC cards. Additionally, all network components are redundant to provide redundancy and security in the event of a component failure.

1.5.2 Private Virtual LANs

The application network architecture has been designed with multiple private virtual LANs using redundant Cisco routers. Every major network layer is placed on its own virtual LAN with rules about which protocols and ports are accessible.

1.5.3 Firewall

SAP Fieldglass has implemented dual-vendor redundant firewalls between the public internet and the SAP Fieldglass private network, as well as between each virtual LAN. This

firewall has been configured to enforce protocols and ports that are able to cross LANs with a default deny stance.

1.5.4 24/7 Monitoring

SAP Fieldglass provides 24/7 monitoring of suspicious activity. Any failure is promptly reported and, after an initial analysis, escalated to the next appropriate level.

1.5.5 Enterprise SIEM

Our security incident and event management (SIEM) tool has been configured to collect logs and events from all systems and devices within the SAP Fieldglass network. Forwarders are used to collect, filter, normalize and forward relevant data to an Indexer. Each installation listens for Syslog data and actively pulls WMI information from its respective environment. Security related issues are monitored and alerted on where required.

1.5.6 Network Pen Testing

On an annual basis, SAP Fieldglass engages a 3rd party security company to conduct pen testing services on our network.

1.6 Data Management

1.6.1 Data Backups and Replication

SAP Fieldglass has a highly available backup solution that guarantees data can be restored as expediently as possible. Our solution performs a continuous replication of data to our passive production hosting facility. SAP Fieldglass takes incremental SQL backups every 15 minutes and full backups on a nightly basis. Backups are transferred to the passive production hosting environment over a secure channel. SAP Fieldglass' solution offers continuous protection of customer data geographically without imposing performance degradation or scaling limitations. Data is encrypted both at rest and in transit with AES-256.

Data backups and replication are performed between the active and passive production environments. The US-based active production environment replicates data to the US-based passive environment. Likewise, The EU-based active production environment replicates data to the EU-based passive environment.

Also refer to section 3.1 Disaster Recovery.

1.6.2 Data Archiving

Data is archived throughout the year. Eligible transactional and reporting data are moved from the active database to an archive database after 24 months. Archived data can be accessed only by customer users with a user role of Administrator. Archive data is accessed using the same login screen and user interface that is used to access current data. Reports can also be generated using archive data from the standard interface.

The criteria for archiving data are as follows:

- Data remains in the active database for 24 months, at which point eligible data is moved to the archive database.
- Data remains in the active report database for 24 months, at which point eligible data is moved to the archive report database.
- Archiving begins with the worker. When a worker's end date is more than 24 months old, the worker and all associated data including the worker's work orders, job seeker record, job posting, time sheets, expense sheets, and payment-related items such as invoices are archived.
- The archive process is run as a batch job on a weekly basis to move data from the active databases to the archive databases.
- Data cannot be moved back from the archive database to the active database.

SAP Fieldglass does not delete data from its archive databases and has data older than 7 years. In the future, if SAP Fieldglass decides to delete archived data, we will ensure that a minimum 7 years of data is retained.

1.6.3 Data Deletion

Data deletion occurs only when required by a customer. SAP Fieldglass' data deletion capabilities allow customers to remain compliant with data privacy, data protection, and other related data directives.

- Deletion logic is based solely on a customer's business requirements. A custom script is developed by SAP Fieldglass.
- Results are verified in a non-production environment by both SAP Fieldglass and the customer prior to executing in production.
- A "Preservation" flag is available for use. Customers can set this flag on any data to override logic that would otherwise delete the data. This is useful during times when litigation or eDiscovery efforts are in progress and certain data must be preserved.
- Script execution frequency is determined by the customer.

SAP Fieldglass is contractually obligated to retain at least 7 years of data for customers.

1.6.4 Data Usage

Customer data is required in non-production environments for various reasons:

- Second level help desk support for customer defect investigation and resolution.
- Supporting customer requests for updating data, whether it be for desired changes or corrections for data modified by the customer in error.
- Customer sandboxes – these are non-production environments configured only with the customer's data (customer's data is "sliced" out from the multi-tenancy production database). These sandboxes are required for many

reasons, including testing of new or changed integration connectors, reports, and/or application configuration changes such as revised approval workflows. New application features can also be turned on and reviewed in the sandbox before turning on in the live production instance.

- Any data deletion scripts that are developed between the customer and SAP Fieldglass must be tested in a non-production environment prior to executing in production.
- Customer Preview testing – this is an opportunity for customers to gain early access to a future upgrade of the SAP Fieldglass application. This allows customers to gain confidence that the system is working as expected prior to the release date. Customer participation is optional.
- SAP Fieldglass regression testing – the SAP Fieldglass application is offered in a Software as a Service (SaaS) model. One of the services we provide is testing of the application prior to each production release. To ensure a customer's configuration, integrations, and reports are working as expected with the new codebase, SAP Fieldglass Quality Assurance uses a scrubbed production copy of the database in our regression testing. Regression testing is where we execute test cases against the current production codebase and the future codebase using a common data input. Output files from each test are compared to ensure any changes are expected.

Customers may opt out of this process. However, all responsibility in ensuring the customer's SAP Fieldglass instance is properly working and maintained is transferred to the customer.

To date, all SAP Fieldglass customers have declined to assume this responsibility.

1.6.5 Data Scrubbing

In order to properly service our customers, access to production data is required. All customer data is classified as Confidential. SAP Fieldglass takes every possible precaution to ensure data is protected from unauthorized access and misuse.

Data is protected in the following ways:

- First names and last names of buyers, suppliers, and workers are anonymized by replacing with a test value.
- Email addresses of buyers, suppliers, and workers are changed to a single false email address such as qatest8@SAP Fieldglass.com which is configured to automatically purge all email sent to it.
- Buyer and supplier company names are anonymized.
- Any custom fields created by the customer remain unchanged. Custom fields that contain sensitive data are encrypted with AES-256 and optionally display masked when entering and displaying values in the user interface. There is no way to decrypt these values since the decryption keys between production and test are different. Keys are stored in the corporate password vault and

access is limited to only select senior members of the technology team. This access list is reviewed quarterly by the internal audit team and by a third party in our annual SSAE 16 / ISAE 3402 Type 2 SOC1 and SOC2 audits.

The data scrubbing process is:

- A backup of the data is taken at the location where the source database resides
- Data is filtered where only the most recent 3 months of data remain
- Data is scrubbed as described above
- Data is then securely transferred from the production system to the test system

Once scrubbed, all personally identifiable information (PII) has been removed and any sensitive custom field data cannot be read.

Our test systems reside in secure third party data centers with the same controls as our production data centers.

1.6.6 Data Access

Direct access to production data is required in specific cases. Access is provided based on business need and not by role alone. Access reviews are conducted monthly and reviews are subject to recurring quarterly reviews by the SAP Fieldglass internal audit team. Executive review and sign off is performed for all quarterly reviews.

Access is required for the following puposes:

- Professional Services Data Services team – this team receives a customer's master and/or worker data and executes data uploads into test and/or production environments. Once the data are successfully uploaded and customer has signed off on the accuracy and completeness of the upload, the data are destroyed.
- First level help desk – when customers call our help desk, the caller may require the help desk agent to to view data or log in as the caller in order to help them with their problem. This is only performed when authorized by the caller.

SAP Fieldglass has help desk locations in the following regions:

United States

SAP Fieldglass
111 N. Canal Street
Suite 600
Chicago, IL 60606

Europe and APAC

Merlin-IT Hungary Information Technology Services Kft. Vagohid u. 2., 4034 Debrecen, Hungary	Merlin Information Systems Philippines Inc. 6th Floor C ommerce and Industry Plaza Building, McKinley Hill Cyberpark, Taguig City, Philippines

The SAP Fieldglass Security team conducted an onsite security audit in 2014 at Merlin Hungary. Contractually, Merlin must meet SAP Fieldglass' security requirements. The following security controls are in place:

- Help desk agents are not able to cut/paste using their secured workstation.
- External media including any USB drive is disabled.
- Printing is not supported.
- Help desk agents have been background checked by Merlin using SAP Fieldglass' background check requirements (see section 1.4.7 Background Checks).

1.6.7 Data Loss Prevention

Our DLP solution has been installed and configured for use on devices subject to exposure to sensitive information. It has been implemented to guard data at its endpoints and to ensure leakage of information classified as Confidential does not occur. Policies can be pushed from the central management console or pulled from an individual endpoint client. Client installs are configured to update (pull) policy changes every 90 minutes.

Our enterprise SIEM tool is configured to pull data in real time from the DLP database. Dashboards are created to allow quick overviews of agent statuses/details, alert details, and logging details.

The SIEM is configured to notify the Security Team in real time when an alert is detected. The Analyst then logs into the SIEM and investigates the alert to determine whether it's legitimate or a false positive.

1.6.8 Customer Termination

If a customer were to terminate their contract with SAP Fieldglass, the customer's data could be sliced out of the production database and delivered to the customer on a media of their choice. The size of the data will determine what media is appropriate.

2 Release Management

2.1 Release Management Process

The SAP Fieldglass Release Management team is responsible for the management of all delivables required in upgrading the production SAP Fieldglass system. This team is comprised of key members from the Development, Quality Assurance, Product Management, Professional Services, and executive teams. SAP Fieldglass customers benefit from our release management in that the release deployment schedule repeats itself year over year; releases are deployed over the same weekends of predetermined months.

SAP Fieldglass has several different release types:

Major Releases

In the US, Major releases occur on the second Fridays in March, July, and November. In the EU, Major releases occur on the third Fridays in March, July, and November

These releases can include new product features, new or changed functionality, user experience enhacements, and changes to the user interface. These are our most formal releases and the only type of release that requires an extended maintenance window. The Release Manager and the Release Management team closely monitor all phases of the Software Development Lifecycle and analyze PKIs at each phase transition. Release notes are provided as well as an opportunity for customers to optionally participate in a customer preview opportunity. This is where users can log into a non-production environment that is running the future codebase. The benefit of participating is that customers can gain confidence the system is behaving as expected prior to the official release date.

Minor Releases

Minor releases occur on the second Fridays in January, May and September.

These releases do not require the formalities of major releases. This type of release is used when deploying customer-specific product features and integrations to production. These releases are deployed to both US and EU customers at the same time.

Service Packs

Serivce packs are deployed as required to resolve product defects. These releases are deployed to both US and EU customers at the same time.

All releases are deployed to production by a central deployment team located in the US. During the deployment process, the codebase is replaced with the new codebase and data transformation scripts are executed. During this process, customer data is not viewed or accessed. Upon completion of the deploy, the Quality Assurance team executes a post-deploy verification checklist to ensure the system is ready for general availability. One such verification is verifying an MD5 hash to ensure the certified codebase was installed in production without modification. Test companies are used in conducting all testing.

3 Disaster Recovery and Business Continuity Plan

3.1 Disaster Recovery

SAP Fieldglass maintains a disaster recovery plan with backup, hardware repair, and data restoration, along with the ability to bring up the SAP Fieldglass application at a hot backup site in the event of a declared disaster (as described in the SAP Fieldglass disaster recovery plan) where the primary site is destroyed or disabled. This plan is tested on a yearly basis. Lessons learned are recorded in the test results and the plan is adjusted and improved accordingly.

SAP Fieldglass has the concept of active and passive production hosting facilities. The active environment is the live production hosted facility that all SAP Fieldglass users are actively using. The passive environment is a hot production hosting environment. Our data replication solution ensures that the passive environment is ready at anytime to be failed over to. In a disaster scenario, SAP Fieldglass changes the DNS to the passive hosting center's set of IPs. Users are then seamlessly routed to the other datacenter. There is not multi-day data migration that has to occur due to the ongoing data replication that is in place.

SAP Fieldglass proactively conducted a datacenter failover from the active datacenter to the passive datacenter in April 2015. The entire failover process was conducted in just over 8 hours with zero data loss. SAP Fieldglass plans to repeat this proactive datacenter failover between 1 and 3 times per year.

Also refer to section 1.6.1 Data Backups and Replication.

3.2 Business Continuity

The primary objective of our business continuity plan (BCP) is to enable SAP Fieldglass to recover all functions within their respective Recovery Time Objectives (RTOs) after any type of disruption occurs which prevents SAP Fieldglass personnel from engaging in ongoing business operations. A Recovery Point Objective (RPOs) has also been defined to identify our tolerance for any data loss. This Plan is designed to support the employees responsible for leading recovery efforts to enable SAP Fieldglass to resume daily operations following a disruption.

A business impact analysis (BIA) has been developed to fully quantify and prioritize restoration of mission-critical processes.

Privacy Policies and Procedures

Revision History

Virtru's Privacy Policies and Procedures were adopted as of **[Date]**.

Name

Virtru's Privacy Policies and Procedures were revised as of **[Date]**.

Name

Virtru's Privacy Policies and Procedures were revised as of **[Date]**.

Name

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Name

Virtru's Privacy Policies and Procedures were revised as of **[Date]**.

Name

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I. Company

Virtru may be referred to as "**Company**."

A. Document Control

A staff copy of this document is available with the **Virtru** Privacy Officer, Will Ackerly, willackerly@virtru.com or (202) 577-3683.

B. Security Document Library

These policies and procedures and related privacy and security practice information will be kept in our Security Documentation Library (SDL). The Library is located in Google Drive and backed up to a local NAS.

Outdated and superseded materials from the Security Documentation Library (or Notebook) will be kept in an archive (the Security Documentation Archive) for at six (6) years after the date when they are first outdated or superseded.

II. Management and Protection of Personally-Identifiable Information

A. Overview

The Privacy Rules place certain restrictions on the acquisition, use and disclosure of Personally-Identifiable Information (PII). These policies establish the minimum care with which PII in the custody of **Virtru** personnel must be maintained.

B. Purpose

The purpose of this document is to provide basic instruction to all **Virtru** employees regarding the management and protection of Personally-Identifiable Information.

C. Applicability

This policy applies to all **Virtru** employees, which are defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru.**

D. Definitions

Covered Entity means a health plan, a health care clearinghouse, or a health care provider that transmits any health information in electronic form relating to any covered transaction.

Personally-Identifiable Information (PII) means any information about an individual maintained by **Virtru,** including:

1. Any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and

2. Any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information

Treatment, Payment and Health Care Operations (TPO) include all the following:

1. *Treatment* means the provision, coordination, or management of health care and related services, consultation between providers relating to an individual, or referral of an individual to another provider for health care.
2. *Payment* means activities undertaken to obtain or provide reimbursement for health care, including determinations of eligibility or coverage, billing, collections activities, medical necessity determinations and utilization review.
3. *Health Care Operations* includes functions such as quality assessment and improvement activities, reviewing competence or qualifications of healthcare professionals, conducting or arranging for medical review, legal services and auditing functions, business planning and development, and general business and administrative activities including the creation of de-identified health information as defined by these regulations.

Disclosure means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

Use means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

Personal Representative means a person who has authority under applicable law to make decisions related to health care on behalf of an adult or an emancipated minor, or the parent, guardian, or other person who is authorized under law to make health care decisions on behalf of an un-emancipated minor.

Employees means all employees of **Virtru** as well as its temporary employees, interns, independent contractors, trainees, and other persons in the performance of work for the **Company**, its offices, programs or facilities.

Privacy Rules means the rules adopted by various state and federal agencies to implement the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under this Act as well as those obligations that arise under the privacy and security standards adopted by the Health Insurance Marketplaces, pursuant to 45 C.F.R. §155.260.

E. Policy

For details on specific requirements, refer to the appropriate policies in this manual as indicated in *[brackets]*.

1. Generally: Personally-Identifiable Information shall not be obtained, used or disclosed except as permitted or required by law.

2. Permitted and Required Uses and Disclosures: Personally-Identifiable Information may or shall be disclosed as follows:

   a) To the individual

   b) To carry out TPO activities as allowed under HIPAA and/or pursuant to and in compliance with a current and valid Authorization *[Receipt, Use and Disclosure of Personally-Identifiable Information].*

   c) In keeping with a Business Associate Agreement *[Business Associate Agreement].*

   d) As otherwise allowed or required under the HIPAA Rules or other federal and/or state laws concerning privacy of information that is used by **Virtru** in the course of its business operations.

3. Minimum Necessary: Generally, when obtaining, using or disclosing Personally-Identifiable Information, or when requesting PII from another entity, reasonable efforts must be made to limit the PII used or disclosed to the minimum necessary to accomplish the intended purpose. However, the Privacy rules were not intended to severely complicate business processes and **Virtru** may, where appropriate, use a single format to provide data containing PII for our various services *[Minimum Necessary Standard].*

4. De-identified Personally-Identifiable Information: PII may be considered not to be individually identifiable in the following circumstances:

   a) The following identifiers of the individual (and relatives, employers or household members) are removed. (This is the "Safe Harbor" method that **Virtru** will generally use.)

      - Names
      - Information relating to the individual's geographic subdivision if it contains fewer than 20,000 people
      - Elements of dates (except year) directly related to the individual
      - All ages and elements of dates that indicate age for individuals over 89, unless aggregated into a single category of age 90 and older
      - Telephone numbers
      - Fax numbers

- Email addresses
- Social Security Numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate or license numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Device identifiers and serial numbers
- Web Universal Resource Locators (URLs)
- Internet Protocol (IP) address numbers
- Biometric identifiers; full face photographic images
- Any other unique identifying number, characteristic or code.

b) As allowed in the Privacy Rules, **Virtru** shall provide a number of longitudinal identifiers in the de-identified data. These identifiers shall not allow identification of the individual who is the subject of this data in that:
    1) These identifiers will be encrypted using industry level encryption techniques
    2) The method of encryption shall not be divulged to the receiver of the de-identified data

5. Complaint Process: **Virtru** has put into place a process for individuals to make complaints about our Privacy Policies and Procedures and/or our compliance with those Policies and Procedures.

6. Documentation: **Virtru** must maintain written or electronic copies of all policies and procedures, communications, actions, activities or designations as are required to be documented under this manual for a period of six (6) years from the later of the date of creation or the last effective date.

F. Enforcement

An employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access or use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies. *[Sanction Policy]*

III. Administrative Requirements for HIPAA Implementation

A. Overview

The Privacy Rules require that a Business Associate have in place appropriate administrative safeguards to protect the privacy of Personally-Identifiable Information.

B. Purpose

To provide instructions regarding **Virtru**'s obligations relating to the implementation of administrative requirements of the Privacy Rules.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Policy

1. Personnel Designations: **Virtru** has designated and documented designations of the following:
   a. Will Ackerly has been designated as the Privacy Officer.
      1) He is responsible for the development and implementation of corporate-wide policies and procedures relating to the safeguarding of Personally-Identifiable Information.
      2) He will also be responsible for receiving complaints relating to Personally-Identifiable Information and for providing information about the **Company's** privacy practices.

   b. Persons with access to Personally-Identifiable Information are listed by title and department including a listing of individuals' names on the Risk Assessment; and will be updated if **Virtru** makes any major changes to processes, staff, programming or company location; or at a minimum annually. **Virtru** will retain the previous listing for a period of not less than six (6) years.

2. Training Requirements: **Virtru** shall document the following training actions: All **Virtru** employees shall receive training on applicable policies and procedures relating to Personally-Identifiable Information as necessary and appropriate for such persons to carry out their functions within the **Company**.

   a. Each new employee shall receive the training as described above within 30 days after joining **Virtru**.

b. Each employee whose functions are impacted by a material change in the policies and procedures relating to Personally-Identifiable Information, or by a change in position or job description, shall receive the training as described above within 30 days after the change becomes effective.

c. Complaints handled by Committee...

3. Safeguards: **Virtru** shall have in place appropriate Administrative, Technical, and Physical Safeguards to reasonably safeguard Personally-Identifiable Information from intentional or unintentional unauthorized receipt, use or disclosure.

4. Complaint process: **Virtru** shall have in place a process for individuals to make complaints about the **Company**'s HIPAA Policies and Procedures and/or **Virtru**'s compliance with those Policies and Procedures, and shall document all complaints received and the disposition of each complaint. (See Complaint Process)

5. Sanctions**:** Our Privacy Policies call for our workforce that has access to Personally-Identifiable Information to perform certain duties and to refrain from certain actions. Failure to do so will be sanctioned according to the policy below.

These sanctions apply to the designated workforce members including managers, supervisors, and staff who have access to Personally-Identifiable Information.
It is intended as guidance for our business management in sanctioning information security policy infractions. We reserve the right to implement sanctions differently if, in our judgment, the situation warrants it.

We define a serious infraction as one that results in known significant damage or that threatens imminent significant damage. Other infractions are simple infractions.

First security infraction

If the infraction is:

a. A simple infraction, and
b. The first infraction in the last 3 years

The sanction will be retraining the workforce member on the appropriate policy/procedure and placement of a written letter of reprimand in the employee file. The letter will notify the person of the nature of this infraction and of sanctions for future potential infractions.

Second security infraction or first serious infraction

If the infraction is:

a. A serious infraction, or

b. The second infraction of either type within 3 years

The sanction will include a written letter of reprimand that is given to the person at fault, placement of a copy of the letter in the employee file, and one week's suspension without pay. The letter will notify the person of the nature of this infraction and of sanctions for future potential infractions.

Third security infraction or second serious infraction

If the infraction is:

a. A second serious infraction within 3 years, or
b. A third infraction of any type within 3 years.

The sanction will be dismissal from the workforce.

Virtru makes exceptions for disclosures made by employees who qualify as whistleblowers or certain crime victims.

6. Mitigation efforts required*:* **Virtru**, to the extent practicable, shall mitigate any harmful effects of unauthorized uses or disclosures of Personally-Identifiable Information by the **Company** or any of its Business Associate Subcontractors.

7. Prohibition on intimidating or retaliatory acts: Neither **Virtru** nor any employee shall intimidate, threaten, coerce, discriminate against, or take other retaliatory action against any individual for the exercise of their rights or participation in any process relating to HIPAA compliance, or against any person for filing a complaint with the Secretary of the U.S. Department of Health and Human Services, participating in an investigation, compliance review, proceeding or hearing, or engaging in reasonable opposition to any act or practice that the person in good faith believes to be unlawful under the Privacy Rules as long as the action does not involve disclosure of Personally-Identifiable Information in violation of the regulations.

Virtru shall document the following actions relating to its policies and procedures:

a. Required policies and procedures: **Virtru** shall implement policies and procedures to assure appropriate safeguarding of Personally-Identifiable Information in its operations.
b. Changes to policies and procedures: **Virtru** shall change its policies and procedures as necessary and appropriate to conform to changes in law or regulation. **Virtru** may also make changes to policies and procedures at other times as long as the policies and procedures are still in compliance with applicable law. Where necessary, **Virtru** shall make correlative changes in its Privacy Notice.

E. Documentation Requirements

Virtru must maintain the required policies and procedures in written or electronic form, and must maintain written or electronic copies of all communications, actions, activities or designations as are required to be documented hereunder, or otherwise under the Privacy Rules, for a period of six (6) years from the later of the date of creation or the last effective date.

F. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

IV. Minimum Necessary Standard

A. Overview

The Privacy Rules place certain restrictions on the receipt, use and disclosure of Personally-Identifiable Information in regards to the amount reasonably necessary to accomplish the task being performed. However, the Privacy Rules also allow Personally-Identifiable Information to be disclosed for business appropriate needs.

The policies developed by **Virtru** will follow this business appropriate philosophy as well as that of administrative simplification, which is the subsection of the HIPAA law under which the Privacy Rule was developed. **Virtru** shall use standard data formats for information acquisition or disclosure and tailor these formats to contain a business reasonable minimum necessary amount of Personally-Identifiable Information. The **Company's** policies establish the minimum necessary use provisions for Personally-Identifiable Information in the custody of **Virtru** employees.

B. Purpose

To issue instructions regarding **Virtru's** obligations relating to the Privacy Rules to obtain, use and disclose only the minimum amount of Personally-Identifiable Information (PHI) necessary to accomplish the intended purpose.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of the **Company**.

D. Policy

Virtru will make reasonable efforts to ensure that the Minimum Necessary amount of Personally-Identifiable Information is disclosed, used, or requested to accomplish the intended purpose. Exceptions to the Minimum Necessary Standard include disclosures:

1. To the individual who is the subject of the information;

2. Made pursuant to an authorization provided by the individual;
3. To healthcare providers for treatment purposes;
4. Required for compliance with the standardized HIPAA transactions;
5. Made to the Secretary of HHS or his agent pursuant to a privacy investigation;
6. Otherwise required by the Privacy Rules or other law.

Employees shall be trained on the policies and procedures developed to apply these principles to the use or disclosure of, or requests for Personally-Identifiable Information.

E. Procedures

The following procedures will be implemented to ensure that this policy is enforced effectively across all parts of **Virtru**.

1. Each user of a system which accesses Personally-Identifiable Information shall be identified and the classes or types of PII to which access is needed and any conditions appropriate to such access will be established. It will be the responsibility of the Privacy Officer to maintain this information using the *Employee Access Request Form* [**Forms for Employees**] and *System Access Log* [**Change Control Logs for Security**].

2. Reasonable efforts will be taken to limit the access of each user of Personally-Identifiable Information to the amount needed to carry out the individual's duties. These efforts will include internal use of PII.

3. For situations where Personally-Identifiable Information disclosure occurs on a routine and recurring basis, the PII disclosed will be limited to the amount of information reasonably necessary to achieve the purpose of the disclosure.

4. Requests for disclosures that are not routine and recurring and thereby covered by **Virtru** standard procedures (other than to the individual, the Secretary of HHS or his agent, or where required by law) shall be reviewed by the Privacy Officer to determine that the Minimum Necessary Standard is applied to the extent reasonable.

5. Questions regarding these procedures should be directed to the **Virtru** Privacy Officer, Will Ackerly, willackerly@virtru.com, or (202) 577-3683.

F. Enforcement

An employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access or use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

V. Business Associate Agreements

A. Overview

The Privacy Rules impose certain requirements on Business Associates who create, receive, use or disclose Personally-Identifiable Information on behalf of their Covered Entity partners. **Vitru** must comply with the requirements in this section.

B. Purpose

To provide instructions to all **Virtru** employees regarding the necessity of and the requirements for Business Associate Agreements relating to Covered Entities.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru.**

D. Policy

1. Generally: A Covered Entity may disclose Personally-Identifiable Information to **Virtru**, or allow **Virtru** to create or receive PII on the Covered Entity's behalf. **Virtru** will appropriately safeguard the PII obtained from the Covered Entity. **Virtru** will document these assurances through a written agreement.

2. Content Requirements: The agreement between the Covered Entity and **Virtru** must meet the following requirements, as applicable:

    a. Establish permitted and required uses or disclosures of Personally-Identifiable Information that are consistent with those authorized for the Covered Entity, except that the agreement may permit **Virtru** to use or disclose Personally-Identifiable Information for its own management and administration if such use or disclosure is required by law, or **Virtru** provides reasonable assurance to the Covered Entity to which the Personally-Identifiable Information is disclosed that the confidentiality of the PII will be maintained.

    b. Provide that **Virtru** will:

        1. Not use or disclose the Personally-Identifiable Information except as authorized under the agreement or required by law.
        2. Use safeguards to prevent unauthorized use or disclosure.
        3. Report unauthorized uses or disclosures to the Covered Entity.

4. Pass on the same obligations relating to protection of Personally-Identifiable Information to any subcontractors.
5. Make Personally-Identifiable Information available for access by the Covered Entity in accordance with relevant law and policy.
6. Make Personally-Identifiable Information available to the Covered Entity for amendment, and incorporate any approved amendments to Personally-Identifiable Information, in accordance with relevant law and policy.
7. Make information available for the provision of an accounting of uses and disclosures in accordance with relevant law and policy.
8. Make its internal practices, books and records relating to its receipt or creation of Personally-Identifiable Information available to the Secretary of HHS for purposes of determining **Virtru's** compliance with Privacy Rules.
9. Authorize termination of the agreement by the Covered Entity upon a material breach by **Virtru**.

3. Compliance Responsibilities: Virtru agrees to report any use or disclosure of Personally-Identifiable Information not permitted by this agreement and any successful security incident to Covered Entity within a commercially reasonable period, but in no event later than within thirty (30) business days, after it is discovered.

E. Enforcement

An employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access or use of Personally-Identifiable Information was or may have been involved, these individuals may additionally be reported to the appropriate law enforcement agencies.

VI. Business Associate Subcontractor Agreements

A. Overview

The Privacy Rules impose certain requirements on Business Associate Subcontractors who create, receive, use or disclose Personally-Identifiable Information on behalf of **Virtru**. All Business Associate Subcontractors of **Virtru** must comply with the requirements in this section.

B. Purpose

To provide instructions to all **Virtru** employees regarding the necessity of and the requirements for Business Associate Subcontractor Agreements relating to Business Associate Subcontractors who receive, use or disclosure Personally-Identifiable Information on behalf of **Virtru**.

C. Applicability

This policy applies to all **Virtru** employees and Business Associate Subcontractors, which are defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru** and the Business Associate Subcontractor.

D. Policy

1. Generally: **Virtru** may disclose Personally-Identifiable Information to a Business Associate Subcontractor, or allow a Business Associate Subcontractor to create or receive PII on **Virtru**'s behalf, if adequate assurances are obtained by **Virtru** that the Business Associate Subcontractor will appropriately safeguard the PII. **Virtru** must document these assurances through a written agreement. This requirement does not apply with respect to:
   a. Disclosures made to a provider concerning the individual's treatment, payment or health care operations; or
   b. Uses or disclosures made to a governmental agency for purposes of public benefit eligibility or enrollment determinations where such company is authorized by law to make these determinations.

2. Content Requirements: The agreement between **Virtru** and a Business Associate Subcontractor must meet the following requirements, as applicable:

   a. Establish permitted and required uses or disclosures of Personally-Identifiable Information that are consistent with those authorized for the entity, except that the agreement may permit the Business Associate Subcontractor to use or disclose Personally-Identifiable Information for its own management and administration if such use, or disclosure is required by law, or the Business Associate Subcontractor obtains reasonable assurance from the entity to which the Personally-Identifiable Information is disclosed that the confidentiality of the PII will be maintained.

   b. Provide that the Business Associate Subcontractor will:
      1) Not use or disclose the Personally-Identifiable Information except as authorized under the agreement or required by law.
      2) Use safeguards to prevent unauthorized use or disclosure.
      3) Report unauthorized uses or disclosures to **Virtru**.
      4) Pass on the same obligations relating to protection of Personally-Identifiable Information to any subcontractors or agents.
      5) Make Personally-Identifiable Information available for access by **Virtru**, in accordance with relevant law and policy.

6) Make Personally-Identifiable Information available to **Virtru** for amendment, and incorporate any approved amendments to PII, in accordance with relevant law and policy.
7) Make information available to **Virtru** for the provision of an accounting of uses and disclosures in accordance with relevant law and policy.
8) Make its internal practices, books and records relating to its receipt or creation of Personally-Identifiable Information available to the Secretary of HHS for purposes of determining the Business Associate Subcontractor's compliance with Privacy Rules.
9) If feasible, return or destroy all Personally-Identifiable Information upon termination of contract; if any PII is retained, continue to extend the full protections specified herein as long as the PII is maintained.
10) Authorize termination of the agreement by the entity upon a material breach by the Business Associate Subcontractor.

3. Compliance Responsibilities: If **Virtru** knows of a pattern or practice of the Business Associate Subcontractor that amounts to a material violation of the Agreement, **Virtru** and the Business Associate Subcontractor must attempt to cure the breach to end the violation, and if unsuccessful, terminate the agreement. If terminating the Agreement is not feasible, **Virtru** must report the problem to the Secretary of HHS.

E. Enforcement

An employee of **Virtru** or an employee of the Business Associate Subcontractor found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access or use of Personally-Identifiable Information was or may have been involved, these individuals may additionally be reported to the appropriate law enforcement agencies.

VII. Receipt, Use and Disclosure of Personally-Identifiable Information

A. Overview

The Privacy Rules impose certain requirements on Covered Entities and Business Associates who create, receive, use or disclose Personally-Identifiable Information on behalf of their Covered Entity partners.

B. Purpose

To provide instructions to all **Virtru** employees regarding the receipt, uses and disclosures of Personally-Identifiable Information, which are permitted or required by HIPAA.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of the **Company**.

D. Special Definition

Public Health Authority means a governmental company or authority, or a person or entity acting under a grant of authority from or a contract with such a public company, including the employees or agents of the public company, its contractors and those to whom it has granted authority, that is responsible for public health matters as part of its official mandate.

E. Policy

State and federal law permit and require certain receipt, uses and disclosures of Personally-Identifiable Information such as those related to Business Associate Agreements. Additional uses and/or disclosures are allowed or required that related to public responsibility that require no agreement or authorization on the part of the individual who is the subject of the PII. It is the policy of **Virtru** to obtain, use and disclose PII only as permitted and/or required by law or regulation including the following situations:

1. Treatment, Payment or Healthcare Operations: Personally-Identifiable Information may be used or disclosed for the purposes of providing treatment, payment or healthcare operations. Such disclosures will be made only as allowed by and pursuant to prevailing state and federal law.
    a. Discussions involving Personally-Identifiable Information shall be conducted only in appropriate business areas including but not limited to offices, conference rooms and other non-public areas;
    b. Conducted only for the purpose of fulfilling a legitimate business need; and
    c. Conducted with regard to and in compliance with the "Minimum Necessary Standard." *[Minimum Necessary Standard]*

2. Contained in a Business Associate Agreement: For permitted and required uses or disclosures of Personally-Identifiable Information that are consistent with those authorized by the Covered Entity in a Business Associate Agreement.

3. Required by Law: Personally-Identifiable Information may be used or disclosed to the extent such use or disclosure complies with and is limited to the requirements of such law.

4. Abuse and Neglect: Except for reports of child abuse or neglect, Personally-Identifiable Information about an individual believed to be a victim of abuse, neglect, or domestic violence may be disclosed to a governmental authority authorized to receive such reports if the individual agrees or the reporting entity believes, in the exercise of professional judgment, that the disclosure is necessary to prevent serious physical harm. If the individual lacks the capacity to agree, disclosure may be made if not intended for use against the individual and delaying disclosure would materially hinder law

enforcement activity. The individual whose Personally-Identifiable Information has been released must be promptly informed that the report was made unless doing so would place the individual at risk of serious harm.

5. Judicial Proceedings: Personally-Identifiable Information may be disclosed in response to a court order.

6. Law Enforcement: Personally-Identifiable Information may be disclosed for the following law enforcement purposes and under the specified conditions:
    a. Pursuant to court order or as otherwise required by law, i.e. laws requiring the reporting of certain types of wounds or injuries
    b. Decedent's Personally-Identifiable Information may be disclosed to alert law enforcement to the death if entity suspects that death resulted from criminal conduct
7. Serious Threats to Health or Safety: Consistent with applicable law and ethical standards, Personally-Identifiable Information may be used or disclosed if the entity believes in good faith that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to a person or the public, and disclosure is to someone reasonably able to prevent or lessen the threat, or the disclosure is to law enforcement authorities to identify or apprehend an individual who has admitted to violent criminal activity that likely caused serious harm to the victim or who appears to have escaped from lawful custody. Disclosures of admitted participation in a violent crime are limited to the individual's statement of participation and are not permitted when the information is learned in the course of treatment to affect the propensity to commit the subject crime, or through counseling, or therapy or a request to initiate the same.

8. Specialized Government Functions: National Security and Intelligence: Personally-Identifiable Information may be disclosed to authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other activities authorized by the National Security Act.(45 CFR 164.512(k)(2))

9. Protective Services: Personally-Identifiable Information may be disclosed to authorized federal officials for the provision of protective services to the President, foreign heads of state, and others designated by law, and for the conduct of criminal investigations of threats against such persons. (45 CFR 164.512(k)(3));

10. Public Benefits: Personally-Identifiable Information relevant to administration of a government program providing public benefits may be disclosed to another governmental program providing public benefits serving the same or similar populations as necessary to coordinate program functions or improve administration and management of program functions.

11. Workers' Compensation: Personally-Identifiable Information may be disclosed as authorized and to the extent necessary to comply with laws relating to workers' compensation and other similar programs.

F. Procedures

The following procedures will be implemented to ensure that this policy is enforced effectively across all parts of **Virtru**.

Any request for disclosure of Personally-Identifiable Information, 1) pursuant to a court order, warrant or subpoena; 2) by a law enforcement agent; 3) by a public health authority; or 4) by a national security, intelligence or other federal company, must be directed to the Privacy Officer and the CEO for review and action. Any such request will include an acknowledgement of receipt to insure that the document was actually received by the appropriate corporate individual and will retain a copy of the request. If the acknowledgement is not received within two working days of submitting to the appropriate corporate individual, then the request will be resubmitted to the Privacy Officer and CEO.

G. Enforcement

An employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

VIII. Complaint Process

A. Overview

The Privacy Rules require that **Virtru** provide a process for individuals to make complaints concerning the **Company**'s policies and procedures required by these regulations and document all complaints received, and the dispositions of these complaints, if any.

B. Purpose

To issue instructions regarding **Virtru** obligations relating to the Privacy Rules to provide a process for individuals to complain about the **Company**'s policies and procedures and the requirement to document complaints received and the disposition of these complaints.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Policy

Virtru shall maintain a process to receive complaints from individuals about **Company** Privacy Policies and Procedures, for complaints from individuals who believe their privacy rights have been violated and from employees or Business Associate Subcontractors who believe that **Virtru** is not abiding by its policies and procedures and/or assurances concerning Personally-Identifiable Information. This process shall include the following:

1. Any complaints or questions should be submitted to the Privacy Officer or his assistant.
2. All service and complaint issues will be stored in the Desk.com app.

Virtru shall work in good faith to resolve complaints received to the satisfaction of the submitter, where possible.

E. Procedures

The following procedures will be implemented to ensure that this policy is enforced effectively across all parts of **Virtru**.

1. Complaints shall be submitted in writing on paper or electronically.

2. Complaints shall be entered into the complaint tracking system either automatically or by the individual designated to provide information on the **Company** complaint process. and when manually entered shall be in the exact words provided by the submitter.

3. The **Virtru** Privacy Officer shall investigate complaints and make a determination as to whether or not the complaint has merit.

4. The **Virtru** Privacy Officer shall present complaints received to **Virtru**'s senior executive for immediate action.

5. If the Privacy Officer has completed the investigation of the complaint and made a determination, such determination shall be presented to the **Virtru** Executive Board

6. If the investigation has not been completed nor a provisional determination made by the Privacy Officer, it shall be the prerogative of the senior executive to make a summary determination or to direct the Privacy Officer to continue with the investigation and to report on the complaint at the next scheduled meeting.

If a determination is made that **Virtru** is in violation of the privacy provisions of the Privacy Rules or that changes are needed in the Privacy Policies or Business Associate Agreement to clarify the allowed practices of **Virtru**, the **Virtru** CEO and Privacy Officer shall determine the actions that the **Company** shall take.

Complaint determinations and actions that **Virtru** takes pursuant to such complaints, if any, shall be reported to the submitter of the complaint, if such person is known. Privacy Officer, or his designated agent, shall update the complaint tracking system with the findings of the Privacy Officer's investigation, any determination made, direction or actions of the **Virtru** CEO and Privacy Officer with regard to the complaint, and a copy of any information provided to the submitter in response to their complaint.

F. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

IX. Fax Policy

A. Overview

The Privacy Rules require that **Virtru** implement appropriate administrative, technical, and physical safeguards to protect the privacy of Personally-Identifiable Information.

B. Purpose

To provide instructions to all **Virtru** employees regarding the use of faxes with respect to Personally-Identifiable Information and the measures necessary to maintain an adequate level of security for such information. This policy defines rules necessary to achieve this level of protection. These standards are designed to minimize the potential exposure to **Virtru** from damages, which may result from unauthorized disclosure of Personally-Identifiable Information through facsimile use.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Special Definitions

Fax: An electronic facsimile of a document stored as a series of zeroes and ones (binary data) that can be transmitted like normal computer data. When received by a fax machine, the incoming stream is translated into dots creating a representation of the original document.

Inappropriate Disclosure: The intentional or unintentional revealing of Personally-Identifiable Information to people who do not have a need to know such information.

E. Corporate Policies

Employees must exercise utmost caution when sending faxes to parties outside of **Virtru**. Faxes containing Personally-Identifiable Information should only be received on and sent to user or departmental specific fax machines and not to systems that have general access.

In cases where Personally-Identifiable Information is received from outside on a non-departmental specific fax machine, the receiving department shall notify the **Virtru** Privacy Officer of the source of such information. The employee shall communicate the approved fax number to the external entity and record such actions. Should PHI be disclosed by fax to an inappropriate party, **Virtru** shall, to the extent possible, remediate such disclosures.

All fax documents sent by **Virtru** employees shall contain the following statement:

This fax is intended for the individual/individuals or entity/entities named above and may be covered by copyrights, business partner confidentiality agreements, non-disclosures or other legally binding instruments. If you are not the intended recipient, do not read, copy, use or disclose the contents of this communication to others. Immediately notify the sender by reply fax, destroy all hard copies and delete this document from all systems. Thank you!

F. Procedure

In the cases where data that contains Personally-Identifiable Information is disclosed by fax machine use to an inappropriate party, the following procedure shall be followed:

1. The receiving party shall be contacted by telephone at the earliest opportunity and requested to destroy the fax without reading.
2. The name of the company, the person contacted, the date and time shall be recorded as well as any comments made by the person receiving such calls.
3. A fax shall also be sent to the receiving party containing the same instructions as detailed for the phone call requesting a return fax message indicating that the requested action was taken.
4. The cause of the inappropriate disclosure shall be determined and reported to the **Virtru** Privacy Officer.

Methods to prevent a reoccurrence of the inappropriate disclosure shall be formulated and put into place.

Any additional actions prescribed by regulations shall be performed to the extent possible.

G. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use

or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

X. Scanner Policy

A. Overview

The Privacy Rules require that **Virtru** implement appropriate administrative, technical, and physical safeguards to protect the privacy of Personally-Identifiable Information.

B. Purpose

To provide instructions to all **Virtru** employees regarding the use of scanners with respect to Personally-Identifiable Information and the measures necessary to maintain an adequate level of security for such information. This policy defines rules necessary to achieve this level of protection. These standards are designed to minimize the potential exposure to **Virtru** from damages, which may result from unauthorized disclosure of Personally-Identifiable Information.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Special Definitions

Scanner: An electronic copy of a document stored as a series of zeroes and ones (binary data) that can be transmitted like normal computer data. When received by a computer, the incoming stream is translated into dots creating a representation of the original document.

Inappropriate Disclosure: The intentional or unintentional revealing of Personally-Identifiable Information to people who do not have a need to know such information.

E. Corporate Policies

Employees must exercise utmost caution when scanning and transmitting these documents to their devices and parties outside of **Virtru**. Scans containing Personally-Identifiable Information should only be received on and sent to user or departmental specific computer in an encrypted format, or sent using **Virtru's** encrypted email application.

F. Procedure

In the case where scanned data that contains Personally-Identifiable Information is disclosed to an inappropriate party, the following procedure shall be followed:

1. The receiving party shall be contacted by telephone at the earliest opportunity and requested to destroy the scan without reading.

2. The name of the company, the person contacted, the date and time shall be recorded as well as any comments made by the person receiving such calls.
3. The cause of the inappropriate disclosure shall be determined and reported to the **Virtru** Privacy Officer.

Methods to prevent a reoccurrence of the inappropriate disclosure shall be formulated and put into place. Any additional actions prescribed by regulations shall be performed to the extent possible.

G. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

XI. Training Policy

A. Overview

The Privacy Rules require that **Virtru** train their employees on the requirements of our Privacy Policies and Procedures developed to protect the Personally-Identifiable Information to which employees are provided access. The **Company** has determined that all employees of **Virtru** shall be trained on Privacy so that we can provide the necessary assurances for the protection of Personally-Identifiable Information to our clients, vendors and business partners as required under the Privacy Rules.

B. Purpose:

To provide instructions to all **Virtru** employees regarding the requirement for HIPAA training.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Policy

1. General: It is the policy of the **Company** that all employees of **Virtru** and its current and future subsidiaries be trained on Privacy and the **Company** policies and procedures created to protect Personally-Identifiable Information.

2. Duty Specific Training: Privacy training shall be appropriate to the tasks that each employee performs. In the case where an employee does not come into contact with Personally-Identifiable Information as a normal course of the employee's duties, the employee shall be trained on the corporate policies and procedures.

3. New Employees: New employees shall be trained on the corporate policies and procedures as part of their normal employment process and shall be trained on our Privacy Policies and Procedures, if applicable, within 30 days of being employed by **Virtru.** The Assistant ISO, Jordan Duggan, shall document this training and provide the Privacy Officer with documentation of this training within the 30-day period.

4. Transfers: When an employee transfers from one department to another, the employee shall be trained on our Privacy Policies and Procedures within 30 days of being assigned. Jordan Duggan shall document this training and provide the Privacy Officer with documentation of this training, within the 30-day period.

5. Material Change in Policies and Procedures: when a material change in the policies and procedures occurs, each employee shall receive training on such changes within 30 days of the implementation of the change. Jordan Duggan shall document this training and provide the Privacy Officer with documentation of this training, within the 30-day period.

E. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

Security Policies and Procedures



{After choosing where you will store your Security Documents, delete either the **Library** or {Notebook} option throughout this document.}

Revision History

Virtru's Security Policies and Procedures were adopted as of [Date].

Name

Virtru's Security Policies and Procedures were modified as of [Date].

Name

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Name

Virtru's Security Policies and Procedures were modified as of [Date].

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Security Policies and Procedures

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B. Training and Awareness
Managing malicious software (e.g. viruses)
Using workstation(s) securely

Managing passwords and
Monitoring and reporting suspicious use of account(s)
C. Terms of employment
D. Acknowledgement
E. Exit process for users
Relinquish all access to control devices
Report all User IDs in use by the person
Relinquish all information stored, whether on paper or on backup media
Relinquish all information processing devices, including workstations, all
Virtru-owned mobile devices and others
All systems access will be revoked.
Security Sanction Policy
First Security Infraction
A simple infraction, and
The first infraction in the last 3 years
Second Security Infraction or First Serious Infraction
A serious infraction, or
The second infraction of either type within 3 years
Third Security Infraction or Second Serious Infraction
A second serious infraction within 3 years, or
A third infraction of any type within 3 years
The sanction will be dismissal from the workforce.
XVII. Legal and Regulatory Issues
Legal processes
Copyrights and licenses
C. Export controls
XVIII. Malware and Antivirus
Definitions
Operating system anti-malware requirements
Macintosh, Linux and iPhones:
PC Operating Systems:
Android and Windows Phone Operating Systems:
Affiliates
Infected devices
Employees' Requirements
Workforce members will not load software on our Company's information equipment without permission from the ISO.
Workforce members will not open electronic files from unfamiliar sources.
Enforcement
XIX. Change Control Logs
Preface

- B. Policy
  - Sufficient information is available for proper investigation of use, misuse, incidents and performance
  - User ID, event type, date and time are maintained
  - Time is according to a known time stamp so that events across systems can be coordinated
  - 4. End-to-end accountability is always maintained
  - Changes to operating systems, application code or other tools
  - Backup and restore events
  - Changes affecting any cryptographic keys or devices
  - Stop or start of critical processes
  - Transaction failure, retry or duplication
  - KissMetrics
  - Segment.io
  - Sendgrid
- XX. Encryption
  - Preface
  - Application Encryption Policy
  - Key Rotation Policy
  - D. Device Encryption Policy
    - Mac OS Devices:
    - Windows OS Devices:
    - Linux OS Devices
    - Android Devices
    - Windows Phone
    - iPhone
  - E. Wi-Fi network encryption
  - F. Email encryption
  - G. Enforcement
- XXI. Assessments and Testing
  - Overview
  - B. Penetration testing
    - Operating systems
    - Applications
    - Databases
  - C. Vulnerability assessment testing
    - A new system, application or network is installed inside the Company
    - Changes are made to firewalls, VPNs or other security control tools
    - Changes are made to a web server's operating system
    - Changes are made to email servers
    - Configuration changes are made to databases

Configuration changes are made to critical applications
Changes are made to encryption scheme(s)
D. Wireless access testing
E. Password testing
XXII. Use of Email, Internet, Messaging, Public Sites, Blogs, Social Media
Policy
Sexually explicit material
Confidential, Private or Protected Information or Internal Use material, except as meets the Handling Rules section
Viruses
Threats
Inappropriate or unlawful language, including:
Offensive language
Language inappropriate for the Company environment
Discriminatory or harassing language
Tools usable for hacking, password cracking, vulnerability scanning or penetration testing
XXIII. Hardware
Definitions
B. Policy
C. Asset management
D. Enforcement
XXIV. Networks
Overview
Denial of service attacks
Improper access
Virus infections
Unauthorized software installations, email, FTP or other improper usage
Administration of network and communications connections
Operations of all devices
Monitoring
Timely review of audit logs and response to alerts or alarms
Review of unusual patterns of usage or activity
Monitoring
Access control and physical security
Access limited to authorized personnel only
Physical security, including RFID or passcode controlled locks, are in place
Modifications, updates
Documentation
Network design
Segmentation

Security Policies and Procedures

- Firewalls
- Internet
  - Approved by the ISO
  - Periodically reviewed and tested for vulnerabilities
  - Protected by firewalls, intrusion detection systems and anti-malware tools
- VPN-remote access
- Wireless
- Telework Policy
- Patching of systems and applications
- Network hardening

XXV. Physical and Environmental Protections

- Definitions
  - Computing centers
  - Network connection points
  - Media storage locations
  - Locations containing platforms which carry high-value or critical information or transactions
- B. Secure Sites Policy
  - Media libraries
  - Electrical supplies and controls
  - Environmental and mechanical controls

XXVI. Physical Security Policy

- A. Entry Policy
- Loss of RFID key
- Mobile devices
- D. Video monitoring
- Alarm system
- Fire protection

XXVII. Software

- Overview
- B. Acquisition of software
- C. Open Source Software
  - It is not used in a production environment OR
  - Prior to use it is fully tested, documented and Virtru's personnel are assigned to support it. Checks to be performed include:
  - The source of the software is documented
  - URL
  - Project lead
  - Contributors
  - The ISO approves of the use
- D. Documentation

- E. Change control and maintenance
- F. Operating Systems
- G. Applications
  - Access control
  - Authorization
  - Information classification
  - Storage controls
  - Backup and restoration
  - Confidentiality and integrity requirements
  - Audit logs
  - Privacy, export control and other such requirements
- H. Asset management for software
- I. Enforcement

XXVIII. Removable Media Device Policy
- Purpose
- B. Scope
- C. Definitions
- D. Policy
- E. Using Removable Media Devices
- F. Exceptions
- G. Refusal
- H. Enforcement

Application Recovery Plan
- Overview
- Scope
- Data durability and reliability
- Encryption
- Load balancing
- Restoration of data
- G. Testing and revision of plan

Network Attached Storage and Workstation Backup Plan
- Overview
- Policy
- Backup software
- Remote backups
- Local backups
- Encryption of backups
- Restoring data
- H. Enforcement

Information Integrity Management Policy
- Overview

Security Policies and Procedures

- B. Policy
- Security Incident Management Policy
  - Overview
  - Procedures
  - C. Policy
- Security Plan Review Policy
  - Overview
  - Procedures
- Appendices
  - Change Logs
- B. Information Security Committee

Security Policies and Procedures

I. Virtru

Virtru may be referred to as "**Company**."

A. Document control

A staff copy of this document is available with the Information Security Officer (ISO), Will Ackerly, willackerly@virtru.com (202) 577-3683, and Assistant Information Security Officer(AISO), Jordan Duggan, jordan@virtru.com (202) 577-3683.

B. Security Document Library

These policies and procedures and related security practice information will be kept in our **Security Documentation Library** (SDL). The **SDL** is located in google drive and backup to the Synology NAS.

Documentation about security practices (logs of activities, etc.) will either be kept in this SDL (or Notebook) or in a short file in the SDL that will describe where the security practice documentation resides. The intended result is that anyone with access to the SDL will be able to locate any piece of documentation associated with our security program.

Outdated and superseded materials from the SDL will be kept in an archive (the Security Documentation Archive) for at least seven (7) years after the date when they are first outdated or superseded.

II. Preface and Background Material

A. Overview

It is vital to the reputation and profitability of **Virtru** that our information and our clients' information, in all forms, be protected from unauthorized use, modification, loss, copying, etc. This document sets out the default standards, which must be met to ensure that control.

Our information may exist on paper, in voice systems, on IT systems and networks, in the minds of our people, and in other forms. The information which needs protection includes, but is not limited to:

1. Client information (both for customer companies and for people as individuals)
2. Financial information, including credit cards, salaries, banking, transactions and more
3. Medical information of all types
4. **Company** patents, business plans and other intellectual property

5. **Company** business records and planning materials, including our customer list, marketing and sales efforts, product line plans and more
6. Copyrighted materials, both which our **Company** creates and those which we obtain under license from others

B. Policy

Compliance with these standards is mandatory. Any deviation from these standards must be approved beforehand by the ISO.

III. Key Concepts

A. Information Security Principles

The protection of information can be described in several key dimensions:

1. Confidentiality
2. Integrity
3. Availability
4. Provability

In this document, the standards given are the **Company** defaults. They must be applied where appropriate, but always balanced against the cost of implementing the control, and the value of the information involved.

B. Definitions

To prevent confusion, these are the definitions used throughout this document.

Policies: Corporate documents which set out **Virtru's** position regarding business processes, behavior of personnel and similar topics. Policies are a high-level statement of **Virtru's** position. Some of **Virtru's** policies, which relate to information security are:

1. Information Security Policy
2. Privacy Policy
3. Acceptable Use Policy for IT Systems Users
4. Employment Policies

Standards: Rules that must be followed to enable an effective information security program. Compliance with the Standards is mandatory, but deviation is possible if approved by the ISO.

Standards define the minimum baseline procedures, practices and configurations for systems, applications, controls, networks and related topics. Standards are designed to provide a single reference point for use during software development and adoption,

installation of systems and tools, and during the contracts process with vendors and service providers. Standards do not, however, give detailed command-line instructions on how to meet the **Virtru's** policies. Those are given in the guidelines.

Guidelines: Built for each application and platform; to be followed when implementing that particular tool. A Guideline may vary a bit from one implementation to another, as long as the Security Standards are met and justification is given and properly documented.

Combined, these three levels of documents provide a method for **Virtru** to audit itself and ensure proper controls are in place, without excess cost or risk. They also provide a means for **Virtru** to explain to regulators, examiners, external auditors or investors how our **Company** is safe, trustworthy and efficient.

IV. Using These Standards

A. Audience – Who will use this document

This document applies to **Virtru's** employees, business units and any Business Associate Subcontractor supporting **Virtru**:

1. Technology and business process providers should comply with these Standards as a matter of contractual obligation
2. Employees and Business units within Virtru should comply, unless a Risk Assessment has been done and a deviation is approved by the ISO

B. How the document is used

This Standards document is a reference point to ensure a consistent framework of protections is in place. Implementing these standards involves:

1. Review of existing controls, procedures and tools against the Standards
2. Documenting compliance or deviations
3. Gap Analysis to determine where improvements are needed
4. A Risk Assessment to validate that the improvements are justified against the costs of the controls and the value of the information involved
5. Creation of a plan to close the gaps OR signoff of a deviation
6. Documentation of the new controls, procedures and tools

No signoff or approvals are needed if a level of protection higher than what is given in this Standard is determined to be needed for a given information asset.

C. Maintaining this document

This document must be reviewed at least once a year or anytime there are significant changes in software or security. Updates must be made to keep it in accord with **Virtru's** overall business goals and risk position. The document will be reviewed by the ISO or AISO. Any updates, improvements or suggestions should be sent to the ISO.

V. Roles and Responsibilities

A. Rules for ownership of information

The information and systems provided by **Virtru** to workforce members, contractors and representatives are owned by **Virtru**, which also determines appropriate usage and access rules. All data on **Virtru's** systems and networks is owned by **Virtru**, with the exception of software that the ISO has approved to be open sourced or otherwise transferred to another entity through code escrow or code exchange and/or trade.

In this document, the words 'information owner' refer to the person who owns the responsibility for the information. The information itself remains the property of **Virtru**.

B. Information users

Every user of **Virtru's** information must protect that information and ensure that it is used for **Virtru's** business purposes only. Any incidents or questionable issues in the security of our information must be reported to the ISO or AISO.

Information users may not assign access rights, authorize destruction or copying of information, or change the protections given to information assets. Information users must comply with all laws, regulations and **Virtru's** policies and procedures.

C. Information Security Officer

Virtru's ISO and AISO will:

1. Manage awareness programs relating to security and privacy topics
2. Maintain a central record of exceptions to this Standards document
3. Manage changes to this Standards document
4. Provide leadership relating to new security risks, controls and technologies
5. Oversee and approve the sharing and reuse of Personal Identifiable Information (PII) collected by or processed by the company

See Appendices for further information and *Information Security Committee* for a current listing of members.

VI. Information Classifications and Requirements

A. Overview

Information is classified by system to ensure that the controls applied to it are sufficient and also to ensure that the controls applied do not impair **Virtru's** business, ability to compete or **Virtru's** image.

All information must have a classification for security and must have requirements set for business continuity.

B. The Security classification process

Each information asset will go through the following classification process. Information assets include, but are not limited to:

1. IT platforms such as servers and workstations
2. IT applications including database transaction processing and email
3. Data sets
4. Paper copies of information
5. Information types typically known to workforce members, such as customer information

In general, an information asset includes both the raw information itself (paper, oral or data entry), the location where it resides, the business processes which handle it and the systems and tools that handle it.

Information assets will also be reviewed during:

1. Development, acquisition or deployment of software
2. Connections of computers or networks to outside systems or networks
3. Granting of access to any outside organizations

The security classification of an information asset is assigned according to the highest of these dimensions. As an example, if an asset is regulated by law, then it needs the highest classification, even if the asset is not critical to the Company's business.

C. The classes of information for Security and Privacy

This policy applies to all workforce members, management, contractors, vendors, business partners and any other parties who have access to Company or client data.

Data Types

The security classification of an information asset is assigned according to the highest of these dimensions. As an example, if an asset is regulated by law, then it needs the highest classification, even if the asset is not critical to **Virtru's** business. **Virtru** deals with two main kinds of data:

1. **Company-owned data** that relates to such areas as corporate financials, employment records, payroll, etc.

2. **Personally Identifiable Information (PII)** that is the property of our clients or workforce members, such as Protected Health Information, social security numbers, credit card information, contact information, etc.

D. Setting requirements for business continuity

The requirements for an information asset relating to business continuity are not set by classification, but are specific to that asset. They include:

1. Required uptime for the information asset
2. Required restoration time if the data must be restored
3. Required frequency of backups
4. Requirements for storage of backups
5. Requirements for testing of the recovery process

The default requirements for business continuity are listed in the information handling rules' section. See *Handling rules for the information classifications* in this document and *Disaster Recovery Plan* for detailed information.

This section outlines the basic rules for handling information types according to the classifications. More specific standards for platforms, processes and networks appear in each topic section of this standards document.

E. Enforcement

It is the responsibility of everyone who works at **Virtru** to protect our data. Even unintentional abuse of classified data will be considered punishable in accordance with the extent and frequency of the abuse.

VII. Handling Rules for the Information Classifications

A. Overview

This section outlines the basic rules for handling information types according to the classifications. More specific standards for platforms, processes and networks appear in each topic section of this standards document.

B. Inventory of Information Assets and Electronic Asset Management Log

An inventory is maintained of all significant information assets belonging to, or used by **Virtru**. This inventory includes:

1. Serial numbers/license numbers
2. MAC Addresses
3. Model
4. Device Type
5. Manufacturer
6. The information owner
7. Username
8. Location
9. OS Version
10. The custodian of the information and repository location (database, file cabinet, etc.)
11. Purpose in our systems
12. Asset value in dollars or other suitable measurement
13. The sensitivity of the asset, due to regulations, laws, customer expectations or other requirements
14. Requirements for the asset regarding availability, uptime, etc.
15. Contact information for one or more parties who can repair, restore, replace, or recover this asset. Examples are hardware/software vendors, IT support vendors, and/or staff members

This asset list contains information that is restricted to executives and super-admins, and therefore is stored securely on the Synology NAS, which itself is backed up to AWS Glacier.

This inventory will be reviewed and updated quarterly, or as new assets and devices are added. Logs are maintained as the *Inventory of Information Assets Log* and the

Organizational Chart/Electronic Asset Management Log. A current copy of this inventory will be kept at a separate location as described in our *Disaster Recovery Plan.*

C. Rules for access to information assets

If any given security incident involves a breach of Personally Identifiable Information (PII), the ISO will follow our security policies and *Incident and Breach Policy* for handling such a breach.

If a security incident includes the potential that personal information may have been obtained by unauthorized individuals, the ISO will work with the client to notify affected persons of this event, in compliance with relevant federal and/or state law.

See also *Breaches or Impermissible Uses/Disclosures* within these Security Policies and Procedures.

VIII. Access Control Policy

A. Overview

This policy defines how **Virtru** manages access to electronic information and systems. **Virtru** provides access to electronic data relative to the workforce member's job requirement. We limit access to categories of data and systems that each person needs to do his/her job. We require that each workforce member restrict his/her access to only those specific records and functions needed to carry out his/her job. For the purposes of this policy workforce members are anyone in **Virtru** who has access to Personally Identifiable Information (PII).

B. Access levels

The ISO will qualify the workforce member to have one of these forms of access based on the job role (in order of increasing access permissiveness):

1. Low Access to Corporate Email and Salesforce Data
2. General Access to product metrics
3. Admin Access to all front end products as well as product metrics
4. Super Admin Access to all front and backend products as well as product metrics

The access will match the person's job responsibilities The ISO will keep a record of the type of access provided to each workforce member. The record will include a date and justification and will be kept in our *Employee Access Request Log* in the **Security Documentation Library.**

The granting of access to Business Associate Subcontractors will be done in the same way as it is done for workforce members.

C. Granting access

The ISO will provide accounts with the matching technical privileges and give the workforce member the account information including a one-time-use password that the user must change to a private password upon first use of the account.

1. Only the person assigned to an account will be allowed to use that account.

2. Each time a user logs in to a system, a log will be maintained by that specific program with the following information
    a) When the user accessed the system
    b) What information the user accessed while in the program
    c) Tracking will be done by using the User ID and IP Address
    d) The ISO will maintain this log for a period of 1 year

3. The ISO and AISO will each have a special account that allows them to create new accounts. The accounts will be used:
    a) In an emergency when all other accounts have been disabled or locked out;
    b) To either reset the passwords on locked accounts; or
    c) To create new accounts that provide needed access.

4. When a change in the role of a workforce member requires a change in access privileges, the ISO will reassess the needs and provide new access privileges based on the policy in Access Levels in this section.
    a) If a workforce member leaves **Virtru**, the ISO will remove that member's access as soon as the access is no longer needed.
    b) If a workforce member takes a leave of absence and is not expected to require access, the ISO will disable the workforce member's account when he/she leaves and re-enable it upon his/her return to work.
    c) For other people who work around protected electronic information but are not qualified to access it, the ISO will decide which of the following two steps to take:
        1) Train the person to understand his/her responsibilities
        2) Supervise while he/she is exposed to the data
    d) For cases in which the provision of individual accounts is not feasible {e.g. access by any one person of a large help desk staff of a vendor}, the ISO will make:
        1) A serially reusable account and provide a one-time-use password to the vendor's representative for each time that access is needed; and

2) The password will be changed by the ISO on the account after each use of the account to a value not known to the vendor.

D. Vendors, contractors and other outsiders

Any outside organization that wishes to gain access to our or our client's Private/Internal, Confidential or Protected information must:

1. Sign a Business Associate Subcontractor Agreement; AND
2. Be willing and able to show that their privacy and security controls are at least as stringent as **Virtru's** controls.

See *Business Associate Subcontractor Agreement* for details of Agreement.

A written history of incidents reported by Business Associate Subcontractors (BAS) will be maintained. If the ISO becomes aware of a pattern of activity in which the BAS is not carrying out the contractually required safeguards, then the ISO will do one of the following:

1. Attempt to remedy this failure
2. Terminate the contract, if attempt to remedy is not feasible
3. Report the situation to the U.S. Secretary of Health and Human Services, if terminating the contract is not feasible.

If any given security incident involves a breach of Personally Identifiable Information, the ISO will follow our privacy policies and incident management plan for handling such a breach.

If a security incident reported by a BAS includes the potential that personal information may have been obtained by unauthorized individuals, the ISO will work with the BAS to notify affected persons of this event in compliance with relevant federal and/or state law.

See also *Breaches or Impermissible Uses/Disclosures* within these Security Policies and Procedures.

E. Individuals

Individual persons who work for such an organization must also be bound to the outside organization's controls. Such individuals must:

1. Have Business Associates Subcontractor Agreement with their own company; OR
2. Have a contract with their company; AND
3. Have appropriate background checks and bonding in place.

F. Policy

Virtru will not knowingly accept any confidential information belonging to third parties until that information is reviewed against our protections and the appropriate agreements put into place and signed by the information owner. The agreements should include all requirements for controls over the third-party information and the processes to be followed.

IX. Rules by Data Classification

A. Public/unclassified data

This type of information does not require special marking or storage, except to ensure that it is available when needed. It does need to be kept safe from unauthorized modification.

B. Private/internal data

Access is granted on a need-to-know basis, as authorized by the manager of the user of the information. Some types of jobs are automatically granted access to data in this class.

Paper products and backup media containing this type of information must be stored and handled in a secure manner. This includes:

1. Printing this class of information only to a known printers located in secure areas on secure networks.
2. Encrypting or physically securing backup media
3. Keeping paper copies of information locked or otherwise secured

This class of information is not released to anyone outside **Virtru** without a non-disclosure agreement, a Business Associate Subcontractor Agreement, and/or without the approval of the information owner. Private/Internal use information must not be transmitted across any unsecured outside network or path without proper controls. This means encryption for files and emails or secured packaging for paper copies.

C. Confidential or protected data

Access to this type of information is on a need-to-know basis, as approved by the ISO or information owner.

This class of information is not released to anyone outside the Company without a non-disclosure agreement and without the approval of the information owner.

Confidential or Protected information must not be transmitted across any unsecured outside network or path without proper controls. This means encryption for files and emails, or secured packaging for paper copies.

Paper products and backup media containing this type of information must be stored and handled in a secure manner. This includes:

1. Printing this class of information only to a known, secure printer
2. Encrypting and physically securing backup media
3. Keeping paper copies of information locked or otherwise secured

D. Managing data sources

The key to managing **Virtru's** business' media and documents is to first consider the source of the information, then the media type. **Virtru's** media and documents containing Protected Information (PHI, CJIS, or other) require protection from inception through disposition. Regardless of the owner relationship, the Company will be cognizant of the following Media Types:

1. **Hard Copy:** paper printouts, printer and facsimile ribbons, drums, etc.
2. **Electronic:** the bits and bytes contained on hard drives, flash drives, phones and tablets.

E. Retention of media

Retention: The length of time documentation and/or information is retained according to the level of confidentiality and to the business continuity requirements. System/ information owners should consult with the ISO to ensure compliance with the record retention regulations.

Virtru's hard copy record retention policy is as follows:
We will digitize and encrypt these records for secure storage on the Synology NAS, which will be backed up to AWS Glacier.

Virtru's electronic record retention policy is as follows:

1. Agent of Record letters and Letters of Authorization requests are held for no less than ninety (90) days
2. New Business Group documents are held for no less than ninety (90) days
3. General documents are held for no less than ninety (90) days
4. Banking statements are held for seven (7) years
5. Workforce member records are held for seven (7) years

F. Sanitization of Media

When media (hard copy and electronic) becomes obsolete, is no longer required or no longer usable, it is critical that proper sanitization is accomplished.

Sanitization Types

Disposal: the act of discarding media. This is often done via recycling paper containing "non-confidential" material.

*Reinitializing***:** Re-formatting drives so information cannot be retrieved by recovery utilities or any other forms including keystroke recovery attempts. This is achieved by overwriting the disk with zeros for no less than one (1) time.

Purging: exposing the magnetic media to a strong magnetic field in order to disrupt the recorded magnetic domains, this is also known as degaussing.

Destroying: destruction of media so it cannot be reused as its original purpose.

Virtru's electronic disposal policy is as follows:

1. Hard-drives are purged, reinitialize or destroyed
2. CD or DVD disks are destroyed
3. Flash drives are re-initialized or destroyed
4. Backup tapes are purged, reinitialized or destroyed

Any systems that are leased must be securely sanitized of all Company data prior to being returned to the leasing company. Any additional media (e.g. hard drives, USB drives etc.) will be reformatted then written with zeros for no less than one (1) time to ensure that the data contained on the media has been destroyed.

Virtru shall maintain appropriate records of sanitization. This entails validating how, where and when media is sanitized. See *Media Sanitization*.

G. Information sharing and privacy

In most cases the sharing and reuse of Personally Identifiable Information is governed by law, regulation and customer expectation. To ensure **Virtru** meets those requirements, no Personally Identifiable Information will be shared with outside companies, vendors or personnel without written approval from the ISO.

Personally Identifiable Information includes:

1. Names
2. Addresses

3. Phone Numbers
4. Email Address
5. Dates of birth
6. Social Security Numbers
7. Ages
8. Gender
9. Personal Financial Information
10. Personal Medical Information
11. Criminal History Information
12. Personal Employment Information
13. Personal Buying Histories
14. IP Addresses

Aggregated and statistical data developed from this personal information is not personally identifiable and, thus, does not need the approval of the ISO for sharing and re-use.

Virtru will comply with all applicable laws and regulations regarding the privacy of personal information, including such laws as:

1. Health Insurance and Portability and Accountability Act (HIPAA)
2. Health Information Technology for Economic and Clinical Health (HITECH)
3. Family Educational Rights and Privacy Act (FERPA)
4. Criminal Justice Information Systems (CJIS)
5. Federal Information Security Management Act (FISMA)

Virtru's workforce members, contractors, vendors and suppliers may come into possession of Personally Identifiable Information as a part of their relationship with **Virtru**. Each person must comply with all laws, regulations and policies and ensure such information is properly protected.

H. Release of company information

Virtru's information may only be released with the approval of the ISO or the information owner. This includes the posting of **Virtru's** information of any type onto bulletin board systems, public networks, social media or other open sharing tools. Any information released must contain proper copyright, trademark, disclaimer and patent notices as appropriate.

X. Risk Analysis and Management

Risks to **Virtru's** assets and environment should be addressed proactively rather than reactively. The controls applied to the risks must also be periodically reviewed to ensure the controls are working properly and efficiently.

Security Policies and Procedures

A. Risk reviews

The job of reviewing risks and setting requirements for controls is the ISO's. Risks should be reviewed or assessed when:

1. Developing or deploying new applications, systems, networks or software
2. When significant changes are made to that same list
3. When business processes change
4. When **Virtru** enters a new geographical area of business
5. When **Virtru** enters a new line of business
6. When incidents occur or new risks emerge
7. When new regulations or standards are set

B. Risk management

Risks may be accepted, avoided or mitigated.

Accepting the risk is appropriate when the cost of avoiding or mitigating the risk is greater than the expected loss. The losses considered should include the less tangible items such as **Virtru's** reputation, loss of market share and loss of public trust in **Virtru**. Acceptance of a risk requires complete documentation of the risk analysis and approval by the information owner.

Avoiding the risk is appropriate when the cost of insurance is less than the cost of incremental controls. However, basic controls must always be in place.

Mitigating the risk is appropriate in most situations. These situations are those where compensating controls are possible, cost-effective and manageable. These mitigating controls may include:

1. Increasing a protection to a level higher than what is listed in this document
2. Improving oversight or monitoring of the risk to limit impact and minimize response time
3. Limiting transactions or other events to minimize the possible impact of the risk event

The method chosen for managing the risk (acceptance, avoidance, mitigation) must match the business value and costs involved and must be approved by the information owner.

For further detail, see the *Risk Management Policy* and the *Disaster Recovery Plan*.

XI. IDs and Accounts

A. User IDs

Each user shall be assigned a unique identification, called the User ID. This User ID is not considered to be sensitive, unless the User ID relates to an authentication process, systems or application management role.

On sensitive systems or applications the User ID should not be easily identifiable, thus making unauthorized usage more difficult.

Sharing of User IDs is not permitted, unless justified by business requirements and approved by the ISO. For any such shared User ID, the password will be shared using LastPass, and the password will not be shared with the additional user. If this password is shared, it must be changed immediately after the User ID is used to keep the shared User ID from becoming generally available and a risk to **Virtru**.

Guest and anonymous User IDs are not allowed, unless the system involved is not connected to any of **Virtru's** networks and the system does not have any **Company** information on it. Typically, these guest or anonymous User IDs are only used during development or during marketing/sales demonstrations.

B. ID and account creation

User IDs are only to be created following a process approved by the information owner. This User ID creation process should include:

1. Expiration dates for the User ID
2. Renewal process for the User ID
3. Documentation of the role, business process and job function relating to the User ID

User IDs are to be created for the purpose needed and not in a manner to compromise segregation of duties.

A record of all User IDs and their owners will be maintained by the ISO. See the **Change Control Logs for Security** for further detail.

C. Account management

A periodic check will be made of all User IDs and any redundant, dormant or unused IDs will be removed. The ISO must review the privileges set up for User IDs no less than once every year.

D. Application Specific IDs

Application Specific IDs and logins are used in support of automated applications, transactions, processes or batch jobs. These have non-expiring passwords.

1. Application Specific IDs must not be used by individuals.
2. Application Specific IDs must be created only with the approval of the ISO, must be documented and have strictly limited access rights.
3. Application Specific IDs must not have ad hoc or interactive capabilities on the applications, systems, transactions or data involved.

XII. Authentication and Passwords

A. Overview

All systems, applications, databases or other information repositories shall require users to authenticate themselves prior to granting access. Authentication may be via an approved password scheme or via an access control device. All systems that support 2-factor authentication must have them enabled.

The authentication method used must suit the value of the information asset, matching the cost of the authentication method against the level of protection required. In general, administrative and other high-value User or Service IDs will use the most secure methods of authentication.

B. Password format

Must be at least twenty (20) characters in length and must contain characters from all of the following four (4) categories:

1. English uppercase characters (A through Z)
2. English lowercase characters (a through z)
3. Base 10 digits (0 through 9)
4. Non-alphabetic characters (for example, ! , @, #, $)

C. Rules

Users are forced to create a new password every 3 months. Users must not write down on paper or store any passwords; they must also never share their passwords with other users. Software is provided to securely store user passwords, with encryption.

A maximum 5 attempts will be permitted prior to disabling the account. New passwords must be different from the previous three (3) passwords. Passwords must be changed immediately upon first use of a new ID. Passwords must never be stored or transmitted in clear text. Systems must not echo back the password as it is entered.

Passwords must not be retained by any system or application longer than is needed to grant access. Initial passwords must be transmitted separately from the ID.

XIII. Authorization and Rights Management

A. General Access Roles

Access roles are defined as:

1. *Super Admin Access:* Access to all front and backend products as well as product metrics
2. *Admin Access:* Access to all front end products as well as product metrics
3. *General Access:* Access to product metrics
4. *Low Access:* Access to corporate email, sales, and marketing data only

Amazon Web Services (AWS)
Users who have access to AWS have Super Admin Access. User sessions will expire after one (1) hour of inactivity

Cloudant
Users who have access to Cloudant have Super Admin Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

Github
Users who have access to Github have General Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

ELK Stack
Users who have access to ELK Stack have Admin Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

Mixpanel
Users who have access to Mixpanel have General Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

Kissmetrics
Users who have access to Kissmetrics have General Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

Salesforce
Users who have access to Salesforce have General Access. User sessions automatically time out after twenty (20) minutes.

Segment.io
Users who have access to Segment.io have General Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

B. Access Rules

User IDs and accounts must be authorized to access only those elements needed for the user's role, including:

1. Limiting access to datasets and types
2. Limiting access to operating systems
3. Limiting times of access

Access to operating systems, ad hoc transaction capabilities, software development tools, and other system devices must be controlled and limited to only those User IDs which require that access.

Segregation of duties shall be established for all information asset controls to minimize the possibility that one person is responsible for an entire asset.

A user (and hence User ID) that changes role or job function must have access rights updated to match the new job role or function. Any changes will be documented in the *Responsibility Change Log*.

C. Temporary Privileged Users and Accounts

Temporary privileged users are defined as those who:

1. Have any control over security tools on an application, system or network
2. Can update operating systems or similar tools
3. Can directly modify data within a database or application
4. Have any special capabilities built in by the vendor of the application software, operating system or platform

Access at a temporary privileged user level shall be granted only on a need-to-know, need-to-perform basis, and then only to the assets required. Temporary privileged user access shall only be granted to those supporting **Virtru's** applications, networks and systems.

D. Assignment and Revocation Procedure

The ISO shall electronically complete:

1. An Employee *Access Log* for all new hires and/or workforce member change of status.
2. An *Exit Checklist* for all terminations.

E. Logout After Inactivity

The ISO shall verify that all users have activated a password-protected screensaver that automatically prevents unauthorized users from viewing or accessing electronic protected information from any system or device that can be used to access electronic information systems. After a maximum of 10 minutes of inactivity the system should log off and lock the device, making information inaccessible. Once logged off a user must re-enter a password to gain access to electronic protected information.

XIV. Breaches or Impermissible Uses/Disclosures

A. Definitions

Incident is defined as any breach of security, privacy, continuity, legal or regulatory controls over information assets of any type. Examples of such incidents include but are not limited to:

1. Penetrations of systems, applications, networks or databases
2. Denial of service attacks
3. Misuse or mishandling of assets
4. Virus or other malware contamination
5. Transaction errors
6. Breaches of confidentiality agreements or contracts
7. Legal or regulatory violations

Breach is defined as an impermissible access, use or disclosure, which compromises the privacy or security of PHI.

XV. Breach Response

A. Overview

Virtru will maintain an effective method so that all information users, custodians and owners can readily report incidents.

Incidents will be reported to the person's immediate manager or the ISO. Once the ISO has been notified, said Officer will then follow the directions in the *Incident and Breach Policy*.

The ISO will investigate incidents and will log or report significant losses or threats immediately. The appropriate authorities will be contacted by the ISO depending on the severity of incident.

Incidents involving misuse by workforce members will be investigated by the ISO.

Depending on the severity of the incident, the Emergency Contact list may provide additional contacts. See the *Emergency Contact List* located in the *Disaster Recovery Plan*.

Confidential Reporting:

Confidential reporting may be done either by:

1. Calling (may leave voice message) the ISO or AISO
2. Sending an email to the ISO or AISO, or;
3. Google Form for anonymous reporting

XVI. Personnel Security

A. Screening for newly hired personnel, third parties, vendors

Proper verification checks must be made prior to granting any new workforce member, contractor, vendor, agent or affiliate access to Private, Internal, Confidential or Protected information. These verification checks will meet the requirements set forth by the **Company** and may include:

1. Professional qualifications
2. Identity checks
3. Criminal checks
4. Confirmation of academic and professional experience

The ISO is responsible for ensuring that background checks are made biannually on parties who are not newly hired workforce members. A third party will conduct background checks.

B. Training and Awareness

Virtru will provide security awareness training to each new member of our workforce with access to electronic **Company**-owned or private data (Refer to Data Types information Classifications) whose activities in the business we directly control. The training will be provided prior to that person assuming his/her duties. The training is designed to inform the person of his/her responsibilities under **Virtru's** security policies. At a minimum, this training will include the workforce member's role in:

1. Managing malicious software (e.g. viruses)
2. Using workstation(s) securely
3. Managing passwords and
4. Monitoring and reporting suspicious use of account(s)

Virtru's employees will also be trained annually on **Virtru's** Policies and Procedures. A record of successful completion of this training and annual retraining will be kept online by **Total HIPAA Compliance**.

Within 30 days of starting, individuals who are employed as developers will receive training on the security measures and mechanisms used to protect the company's systems and service. All new developers will be required to take and pass online training modules covering secure coding when using Node.js. Developers who will be managing or developing operational aspects of the company's systems will also be required take the Security Operations on AWS training course from Amazon.

A record of training will be kept of training that lists the employee, type of training, date of completion, the employee's signature, and an admins signature asserting successful completion of the training.

C. Terms of employment

Compliance with **Virtru's** policies regarding security and privacy are a condition of employment.

D. Acknowledgement

All users shall be required to sign an acknowledgement after being trained on **Virtru's** security and privacy policies.

E. Exit process for users

Upon exiting employment or any relationship with **Virtru**, all users who have been granted access to any information asset shall:

1. Relinquish all access to control devices
2. Report all User IDs in use by the person
3. Relinquish all information stored, whether on paper or on backup media
4. Relinquish all information processing devices, including workstations, all **Virtru**-owned mobile devices and others

All systems access will be revoked.

The ISO will verify termination is completed, and document this procedure has been followed. See *Exit Checklist*.

F. Security Sanction Policy

Virtru's security policies call for the workforce that has access to electronic Protected Employee or Client Data and others to perform certain duties and to refrain from certain actions. Failure to do so will be sanctioned according to the policy below.

If the infraction involves the unauthorized use or disclosure of electronic Protected Employee or Client Data, the sanctions below apply to the designated workforce members including managers, supervisors, and staff who have access to Protected Employee or Client Data.

We define a serious infraction as one that results in known significant damage or that threatens imminent significant damage. Other infractions are simple infractions. The process below is intended as guidance for our business management in sanctioning Security Policies and Procedure infractions. We reserve the right to implement sanctions differently if, in our judgment, the situation warrants it.

First Security Infraction

If the infraction is:

1. A simple infraction, and
2. The first infraction in the last 3 years

The sanction will be retraining the workforce member on the appropriate policy/procedure and placement of a written letter of reprimand in the employee file.

The letter will notify the person of the nature of this infraction and of sanctions for future potential infractions.

Second Security Infraction or First Serious Infraction
If the infraction is:

1. A serious infraction, or
2. The second infraction of either type within 3 years

The sanction will include a written letter of reprimand that is given to the person at fault, placement of a copy of the letter in the employee file, and one week's suspension without pay. The letter will notify the person of the nature of this infraction and of sanctions for future potential infractions.

Third Security Infraction or Second Serious Infraction
If the infraction is:

1. A second serious infraction within 3 years, or
2. A third infraction of any type within 3 years

The sanction will be dismissal from the workforce.

XVII. Legal and Regulatory Issues

A. Legal processes

Responses to subpoenas, deposition requests and other legal issues will be referred to and handled by the CEO. The ISO will not respond to such legal processes without company legal counsel.

B. Copyrights and licenses

Virtru may have agreements in place governing the use and handling of software, information and other tools that are owned by other entities. All users and information owners will comply with those agreements.

Users are responsible for complying with copyrights regarding any material obtained via the Internet. This includes files, graphics, software, audio and video materials.

Users may not agree to a new copyright license, unless given permission by the ISO.

Licensed software must be used in accordance with the license agreement and only the number of copies licensed must be created or used.

C. Export controls

Information may not be exported across country boundaries without prior written approval of the **Company**'s ISO.

XVIII. Malware and Antivirus

A. Definitions

Anti-Malware: malicious software that may reside on a computer, steal information or cause destruction. This can include a virus, trojan horse, keylogger, hijacker or dialer.

Sandbox: A highly controlled area where programs and software can be tested before being allowed access to the rest of the system.

B. Operating system anti-malware requirements

Macintosh, Linux and iPhones:
Virtru has determined that software for anti-malware scanning on Macintosh, Linux and iPhones is not necessary due to the low probability of encountering malware, the demand on computer processing power, and loss of productivity by the user. This policy will be reviewed annually or as needed to determine if this is still valid.

PC Operating Systems:
Data entering **Virtru's** Window-based systems must be subject to an up-to-date anti-malware scanning tool that is scheduled to run at regular intervals. In addition, all emails, attachments, disks, backup media, USB memory devices and other data carrying tools must be scanned before they are downloaded or allowed access to the system. All incoming data must be sandboxed by the anti-malware program before it is allowed access to the system. The anti-malware pattern files must be regularly updated.

Android and Windows Phone Operating Systems:
All such devices must have anti-malware tools in place prior to being connected to **Virtru's** networks. These systems must be subject to an up-to-date anti-malware scanning tool that is scheduled to run at regular intervals. In addition, all emails, attachments, and SD cards must be scanned before they are downloaded or allowed access to the system.

C. Affiliates

Virtru and all of its affiliates, contractors, consultants, vendors, representatives or other service providers must make certain that adequate controls are in place to guarantee that data coming from their systems and networks is free from malware.

D. Infected devices

The ISO will use approved tools to monitor and remove malicious software from **Virtru's** assets. Virus-infected computers, tablets or phones must be removed from the network immediately until they are verified as virus-free.

E. Employees' Requirements

1. Workforce members will not load software on our **Company's** information equipment without permission from the ISO.
2. Workforce members will not open electronic files from unfamiliar sources.
3. Will exercise best practices when using the **Virtru** network. The employee will not:
    a. Circumvent user authentication on any device
    b. Sniff network traffic
    c. Access data, servers, or accounts they are not authorized to access
    d. Cause a disruption of servers
    e. Violate copyright law by transmitting copyrighted pictures, music, video and/or software
    f. Export or import software, technical information, encryption software, or technology in violation of international or regional export control laws
    g. Use the Internet or network in a manner that violates **Virtru's** Security Policies, or local laws
    h. Intentionally introducing malicious code; including, but not limited to, viruses, worms, Trojan horses, e-mail bombs, spyware, adware, and keyloggers

The workforce will be trained to know and carry out these malware protections. The ISO will generally provide permissions as required above only for actions that are intended for our **Company's** business and only under conditions that limit the potential for the introduction of malware.

F. Enforcement

Any activities with the intention to create and/or distribute malicious programs into **Virtru's** networks (e.g., viruses, worms, Trojan Horses, e-mail bombs, etc.) are prohibited, and user will be subject to **Virtru's** Sanction Policy, and will be reported to the proper state and federal authorities.

XIX. Change Control Logs

A. Preface

The ISO is required to maintain logs of systems that document any changes and access users may have to sensitive systems. The following are the retention policies for these logs.

B. Policy

Audit logs will be retained for at least one (1) year in raw format, preferably electronic, to preserve evidence. Audit logs must be configured to prevent overflow, erasure or tampering. Audit logs will be configured to record information such that:

1. Sufficient information is available for proper investigation of use, misuse, incidents and performance
2. User ID, event type, date and time are maintained
3. Time is according to a known time stamp so that events across systems can be coordinated
4. End-to-end accountability is always maintained

Events to be recorded include, but are not limited to:

1. Login and activity by any other privileged accounts
2. Changes to operating systems, application code or other tools
3. Backup and restore events
4. Changes affecting any cryptographic keys or devices
5. Stop or start of critical processes
6. Transaction failure, retry or duplication

All systems and tools involved in the protection process are required to always have change logs enabled and properly configured. This includes:

1. Firewalls
2. Email servers
3. Anti-malware tools especially the administration tools
4. Security administration tools such as password resets and account modifications
5. Monitoring tools
6. Routers and other network devices
7. Github
8. Amazon Web Servers (AWS)

9. IBM Cloudant
10. SalesForce
11. Elk Stack
12. Mixpanel
13. KissMetrics
14. Segment.io
15. Sendgrid
16. Customer.io

Logs will be reviewed and analyzed by delegates of the ISO.

Reports of problems and incidents will follow the incident reporting method, listed in the *Incident and Breach Policy*.

XX. Encryption

A. Preface

Encryption is the process of encoding messages of information is such a way that only authorized parties can read it.

B. Application Encryption Policy

Virtru encrypts all client data using NIST-approved cryptographic modules. **Virtru** uses AES 256 encryption for its application. **Virtru's** key length requirements shall be reviewed annually as part of the yearly security review and upgraded as technology allows.

The use of proprietary encryption algorithms is not allowed for any purpose, unless reviewed by qualified experts outside of the vendor in question and approved by the ISO.

C. Key Rotation Policy

Virtru requires the following key rotation policy to protect all external systems. The following is the list of policies for the following keys:

1. **Secure Socket Layer (SSL)Keys**
   Virtru uses SSL keys to enable Transport Layer Security (TLS) traffic between clients and **Virtru's** servers.

   Rotation Policy

Rotation of SSL Keys is done upon SSL Key expiration. They are set to expire at 1 (one) year and rotated at that time. If there is an incident or the security keys are thought to be compromised, the keys will be rotated immediately.

2. **Secure Shell (SSH) Keys**
   The SSH keys provide a layer of authentication to get into the production servers. SSH Keys are used as the authentication mechanism to remotely login to a server. They are also used as the first factor of authentication to assume root access on the production servers. Each developer has his/her own SSH key and is responsible for keeping this key secure.

   Rotation Policy
   All SSH keys are rotated at a minimum of every three (3) months. If there is an incident or the SSH keys are thought to be compromised, keys will be rotated immediately.

3. **Amazon Web Services (AWS) Access Keys**
   Unique AWS Access Keys are given to each developer with a unique AWS Login. This allows the developer to make Application Protocol Interface (API) calls to AWS. Currently, 1-2 AWS Access keys exist per developer. Where are these stored? How do you know how many keys each developer has?

   Rotation Policy
   These keys are rotated at a minimum of every 90 days. If there is an incident or the AWS keys are thought to be compromised, keys will be rotated immediately

4. **Application Keys**
   Virtru uses these keys to encrypt sensitive key data stored in the CouchDB database managed by IBM. There is only one copy of this key.

   Rotation Policy
   No rotation requirement.

   Backup Policy
   Backup of the key is kept with **Virtru's** Super Administrators.

The export of encryption technologies is restricted by the U.S. government. Residents of countries other than the United States should make themselves aware of the encryption technology laws of the country in which they reside.

D. Device Encryption Policy

Virtru requires devices have encryption enabled for any files, folders, drives, databases, or other stored data that may have sensitive information including protected personally identifiable information.

The implementation of any encryption scheme is performed by the user and the deployment of the encryption tool, including all keys, must meet industry best practices and be properly documented. Currently the minimum standard is 128-Bit encryption. Encryption keys will be managed by the user and a log will be maintained by the ISO.

Mac OS Devices:
Mac OS devices that store Protected Information (PHI, CJIS, etc), are required to use full disk encryption using FileVault 2. Users must provide a copy of their key to the ISO; both will maintain the key in a secure location.

For devices that do not store Protected Information (PHI, CJIS, etc), full disk encryption is at the discretion of the user. However, if this is used, a copy of the encryption key will be stored by both the user and the ISO in a secure location.

Windows OS Devices:
Windows OS devices that store Protected Information (PHI, CJIS, etc) are required to use full disk encryption with the program Bitlocker. The encryption key will be maintained in a secure location by both the user and the ISO.

For devices that do not store Protected Information (PHI, CJIS, etc), full disk encryption is at the discretion of the user. However, if this is used, a copy of the encryption key will be stored by both the user and the ISO in a secure location.

Linux OS Devices
Linux OS devices that store Protected Information (PHI, CJIS, etc) are required to use full disk encryption. This will be encrypted at a minimum of 128 bit encryption. The encryption key will be maintained in a secure location by both the user and the ISO.

For devices that do not store Protected Information (PHI, CJIS, etc), full disk encryption is at the discretion of the user. However, if this is used, a copy of the encryption key will be stored by both the user and the ISO in a secure location.

Android Devices
All Android devices that store Protected Information (PHI, CJIS, etc) will have encryption turned on and will be password protected at all times. The encryption key will be maintained in a secure location by both the user and the ISO.

Windows Phone
All Windows Phones that store Protected Information (PHI, CJIS, etc) will have encryption turned on and will be password protected at all times. The encryption key will be maintained in a secure location by both the user and the ISO.

iPhone
iPhones are natively encrypted. These devices are required to be password protected and/or biometrically protected at all times.

E. Wi-Fi network encryption

All wireless access points owned by **Virtru** are required to be protected using Wi-Fi Protected Access 2 with Advanced Encryption Standard (WPA2-AES). This password will be changed quarterly and will not be shared with users that are not employees or authorized Business Associates. Any outside users are required to use guest access points.

Employees that access **Virtru** resources from home are required to use Wi-Fi Protected Access 2 with Advanced Encryption Standard (WPA2-AES) to protect their devices. This password should be changed quarterly.

F. Email encryption

Virtru requires the use of its secure, encrypted email service to communicate with our employees about their Personally Identifiable Information, and to communicate any sensitive data. All email communication that includes personally identifiable data, and potentially sensitive data will be encrypted.

Virtru uses only its secure, encrypted email service to communicate with clients about their Personally Identifiable Information.

Virtru forbids the use of chat, texting or instant messaging programs by devices that store PHI.

G. Enforcement

Any workforce member found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.
See *Sanction Policy*.

XXI. Assessments and Testing

A. Overview

The Security Rule of HIPAA mandates that covered entities implement appropriate information security policies and procedures to protect PI from "reasonably anticipated threats and hazards."

B. Penetration testing

Penetration testing of all servers containing PII will be conducted monthly by internal personnel, and by an external 3rd party at least annually or whenever there is a major system update. Testing shall validate the security of:

1. External connections
2. Operating systems
3. Applications
4. Databases
5. Network controls
6. Security procedures, including monitoring and incident response

C. Vulnerability assessment testing

Vulnerability assessments will be conducted periodically on all network-connected systems devices. Any vulnerability found must be corrected in a timely manner. Vulnerability assessments also shall be conducted when:

1. A new system, application or network is installed inside the Company
2. Changes are made to firewalls, VPNs or other security control tools
3. Changes are made to a web server's operating system
4. Changes are made to email servers
5. Configuration changes are made to databases
6. Configuration changes are made to critical applications
7. Changes are made to encryption scheme(s)

NOTE: *Vulnerability and penetration tests will not be conducted except with the prior approval of the ISO. No user will have vulnerability or penetration testing tools loaded onto any* ***Company*** *system without prior permission from the ISO.*

D. Wireless access testing

Testing of wireless access points (war-driving) shall occur regularly, to cover all wireless access points under the control of **Virtru**.

E. Password testing

Password cracking software shall be run periodically to validate the enforcement of password rules.

F. 3rd Party Security Management

A comprehensive list of 3rd parties with which the company does business with shall be maintained. Any 3rd party who handles or holds sensitive data or who provides a service which is critical to operations shall be required to assert that their own security practices and procedures meet or exceed that of the company's. Each 3rd party shall be assessed for conformance annually.

XXII. Use of Email, Internet, Messaging, Public Sites, Blogs, Social Media

A. Policy

Confidential, Private or Protected information and Internal Use information must not be transmitted across any unsecured outside network or path without proper controls. **Virtru** requires encryption for files and emails, or secured packaging for paper copies.

Users are responsible for ensuring that their use of these tools complies with all of **Virtru's** policies, and with applicable laws and regulations. This includes all employment policies such as sexual harassment, stalking, ethics and appropriate use.

These tools may not be used to access, send or receive, store or display:

1. Sexually explicit material
2. Confidential, Private or Protected Information or Internal Use material, except as meets the *Handling Rules* section
3. Viruses
4. Threats
5. Inappropriate or unlawful language, including:
    a. Offensive language
    b. Language inappropriate for the **Company** environment
6. Discriminatory or harassing language
7. Tools usable for hacking, password cracking, vulnerability scanning or penetration testing

These tools are the property of **Virtru** and are to be used only for **Virtru's** business. Access may be unavailable at any time, at the **Company's** discretion. Users must not assume that access to these tools will be available for incidental personal use.

All content transmitted over these tools is the property of **Virtru**. Content, including emails, may be inspected by **Virtru**. Such inspections will occur with the approval of the ISO or of the **Company** legal department. **Virtru** may monitor, filter or block content on these tools.

Users of blogs, social media sites such as Facebook, and other such tools must follow the guidelines outlined in **Virtru's** Social Media Policy. See *Social Media Policy*.

Users of blogs, social media sites such as Facebook, and other such tools must not represent their comments as coming from, or being representative of, the business or opinions of **Virtru**.

XXIII. Hardware

A. Definitions

Workstations: PCs, desktop computers, tablets and mobile computing devices that are located at **Virtru's** home office, or at remote locations. These devices are easily attacked and therefore must have access controls and anti-malware as specified in those sections of this document.

Servers: Devices that may or may not be housed at **Virtru** locations. Regardless of their location, these must secured in a manner that prevents them from being physically accessed without the appropriate level of security clearance.

B. Policy

A current copy of the *Organizational Chart/Electronic Asset Management Log* (**Risk Assessment**) will be kept at an off site location so it can be accessed quickly in the case of theft, fire, flood or other events that may make inventory information useful.

The ISO will keep a log of events noting when a physical security mechanism is repaired, replaced, installed, removed, modified, or maintained. This *Maintenance Log* will contain the: who, what, when, where, and why of the change and be kept in the **Security Documentation Library**.

Users of these devices are required to ensure that all appropriate protections are in place, including:

1. Physical security to prevent theft or misuse
2. Access controls suitable for the class of information on the device
3. Anti-malware
4. Keeping the devices locked to a desk or other secure location when outside

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5. Keeping control over backup media, as to minimize the possibility of theft or loss
6. Ensuring that the transport of these devices is secure and is safe from damage - for example, these devices should only travel in padded containers and should be locked and shut down during transit
7. Keeping all operating systems and tools up-to-date, with all updates and patches. Specific requirements for these topics are in the appropriate sections of this document

Virtru's devices must not be used by people who are not authorized, including family members and friends.

Software loaded onto such devices must follow the rules in the *Software* section of this document. In general, only approved software may be loaded, and shareware, games and other such software are not permitted.

International travel with these devices may require special approvals or configurations, especially in regards to encryption and licensed software. Before traveling internationally, users must contact the ISO to determine if such special considerations exist.

Connecting these devices to **Virtru's** networks must follow the rules in the *Networks* section of this document. In general, all such devices must be approved prior to connecting.

Remote access from these devices to **Virtru's** networks and devices must meet the controls specified in the *Networks* section of this document. In general, such access must be approved, and must have adequate controls over the security of information in transit.

Devices of these types that are owned by contractors, vendors or other third parties must meet all **Virtru** requirements prior to being connected.

C. Asset management

The ISO is responsible for maintaining an inventory of devices; as such he shall employ software to aid in the management of hardware and software asset. See *Handling Rules for the information classifications*

D. Enforcement

Any workforce member found to have violated this policy may be subject to disciplinary action, up to and including termination of employment. See *Sanction Policy*.

XXIV. Networks

A. Overview

Virtru's networks and devices shall designed, deployed and operated in a manner so as to provide proper levels of protection for the data being accessed and transported. Significant changes in network designs must be piloted before deployment.

Mechanisms must be in place to alert the ISO of possible attacks and breaches, to include:

1. Denial of service attacks
2. Improper access
3. Virus infections
4. Unauthorized software installations, email, FTP or other improper usage

Analysis must be conducted at least annually to validate the failure mode and recovery for all devices, network circuits and protocols. See *Change Logs* for details.

Responsibilities must be defined for:

1. Administration of network and communications connections
2. Operations of all devices
3. Monitoring
4. Timely review of audit logs and response to alerts or alarms
5. Review of unusual patterns of usage or activity

To minimize risks, any network connections or network segments should be disconnected when not in use.

B. Monitoring

Virtru uses AlienVault's Unified Security Management System to monitor all traffic on their network. Notifications are set to alert the IT staff of any unusual traffic and vulnerabilities, as well as log any security events that may occur.

C. Access control and physical security

Sites where **Virtru's** network equipment or communications lines exist are considered to be high-value and are subject to the access control and physical security rules

outlined in the *Physical Security* section of this document. In general, these rules will require:

1. Access limited to authorized personnel only
2. Physical security, including RFID or passcode controlled locks, are in place

D. Modifications, updates

Changes to the network architecture which affect the protections must be approved by the ISO. Examples of such changes include firewalls, wireless configurations, ports and proxies.

E. Documentation

The ISO shall maintain an accurate set of documentation of the networks and their components. This documentation is considered to be highly valuable and will be classified "Protected".

F. Network design

The goal for network design is to facilitate **Virtru's** business, while still providing protection for **Company** assets.

G. Segmentation

Virtru's networks will be segmented, in order to limit access to Confidential and Protected Information, without impacting the **Company's** business. There will be a guest network that will have no access to **Virtru's** Network Attached Storage, and other vital network resources.

H. Firewalls

Virtru's network and workstations in the DC office is protected using the Fortinet FortiGate 100D Firewall appliance. This device is configured to monitor and log all unusual traffic and warn **Virtru** of any network irregularities or attacks.

Definitions

Firewall: A part of the computer operating system or network that is designed to block unauthorized access while permitting outward communication. There are two different types of firewalls.

1. *Software Firewall:* Part of the operating system or can be a software add-on.
2. *Hardware Firewall:* Built into a router or a stand alone device. All computing devices will access a network through this point.

Firewall Settings

1. *Whitelisting:* Blocks all incoming traffic, and only allows traffic from good, or known IP addresses. The user will be required to authorize connections to their device.

2. *Blacklisting:* Authorizes all traffic as a default, and the user is responsible for denying unauthorized connections to their computing device from unrecognized or unknown IP addresses.

Software Firewall Policy

Virtru requires every device to have their internal software firewall activated at all times, and set to only allow whitelisted traffic. This will require the user to authorize any connections to their device. Any workforce member found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

I. Internet

Connections to the Internet must be:

1. Approved by the ISO
2. Periodically reviewed and tested for vulnerabilities
3. Protected by firewalls, intrusion detection systems and anti-malware tools

Some Internet tools, such as FTP, Internet Relay Chat, Telnet and Remote Procedure Call are restricted in use and must be approved for use by the ISO.

J. VPN-remote access

Virtual private networks (VPNs) will be used for traffic flowing over public networks to ensure the proper level of protection of **Virtru's** data.

K. Wireless

All wireless connections must have WPA2 with Advanced Encryption Standard (AES) turned on. This applies to all networks for **Virtru's** home office, and all telecommuting employees.

L. Telework Policy

If a staff member is allowed to telework/telecommute, they must comply with the **Virtru's** various employment policies, remote security measures and use the provided web portal via HTTPs, VPN and SSL. They must also make sure their home WI-FI is encrypted properly.

If they are accessing sites while on an unsecure router, they must make sure the sites they visit have a valid SSL certificate before proceeding.

M. Patching of systems and applications

Microsoft Windows OS Patches

To manage the patching of Microsoft Windows operating systems (OS), Windows Software Update Service (WSUS) is used. The WSUS server automatically checks for patches once a day not during business hours. Then downloaded patches are manually released from the WSUS server to be downloaded and applied on the workstations. The ISO will evaluate all patches before they are applied; workstations will not automatically download OS patches from the WSUS server and updates will not be automatically installed. Installation of OS patches is done within a planned downtime.

Apple OS Patches
All Macintosh Operating System (OS) patching will be done through the App Store, and is the responsibility of the individual user to install. These should be applied within one (1) week of release from Apple.

Linux OS Patches
These patches should be applied and tested in an app staging environment before they are applied systemwide. The User is required to document where they received the patch, who downloaded it, what version of patching they are using, and when the patch was applied to the system. This documentation should be submitted to the ISO upon completion of the patching.

iPhone iOS Patching
All iPhone (OS) patching will be done through the App Store, and is the responsibility of the individual user to install. The device should be fully backed up prior to installing these patches either in the cloud or locally. All backups are required to be encrypted and password protected. These patches should be applied within one (1) week of release from Apple.

Android Phone Patching
All Android patching will be done through the Google Play Store, and is the responsibility of the individual user to install. The device should be fully backed up prior to installing these patches either in the cloud or locally. All backups are required to be encrypted and password protected. These patches should be applied within one (1) week of release from Google.

Windows Phone Patching
All Windows Phone patching will be done through the Windows Phone Store, and is the responsibility of the individual user to install. The device should be fully backed up prior to installing these patches either in the cloud or locally. All backups are required to be encrypted and password protected. These patches should be applied within one (1) week of release from Windows.

Patching of applications is done on a weekly basis, unless a zero-day exploit is found in an application that is used within the domain. If such an exploit is found and a patch is released for said exploit, an emergency planned downtime will be called for at the conclusion of the business day to patch the application in question.

N. Network hardening

Upon adding new devices to the network, installation procedures and set-up must be followed. Hardening will be done on network devices as well as systems (e.g. laptops, workstations and servers) and handled by the ISO or AISO.

Hardening will be broken down into the following categories which include, but are not limited to:

1. Preparation and installation
2. Updates to: software, firmware and hardware
3. Setting of appropriate account and auditing rules
4. Setting of appropriate security rules
5. Turning on the internal firewall
6. Turning on full disk encryption (If device will have access to PHI)
7. Other internal operations such as:
    a. Installation of appropriate software for workstation, server or laptop

The ISO will notify all affected staff when making changes to the hardening policy and will update the Security Policies and Procedures at that time. Written approval for hardening procedures above and beyond what is currently mandated is not necessary.

XXV. Physical and Environmental Protections

A. Definitions

Secure sites: These are locations that require the highest level of protection. These sites include:

1. Computing centers
2. Network connection points
3. Media storage locations
4. Locations containing platforms which carry high-value or critical information or transactions

Physical Security: These may occur within **Virtru** where the overall building is operated to a lower level of security, but a certain area is more controlled due to documents, assets or processes which occur in that area.

B. Secure Sites Policy

Secure sites shall be established for all computing centers and other locations where there is a concentration of high-value or sensitive information, systems or networks.

Sites will be designed and operated according to best practices and in consideration of threats appropriate to the site such as hurricanes, tornados, power outages and intruders.

This standard is not to be construed as a complete list of requirements for a secure site. It should be used in conjunction with expert advice, architects, fire marshals, OSHA and other regulations.

Separate, isolated areas will be created within the secure site for:

1. Media libraries
2. Electrical supplies and controls
3. Environmental and mechanical controls

Access to these sub-areas will be on a need-only basis. Critical assets and operations must be conducted in a secured area or secured site, with protections implemented in accordance with the risks and value of the assets, information and operations.

C. Data Centers

All data centers used by the company must provide proof that they meet or exceed the security requirements and standards of the company.

XXVI. Physical Security Policy

A. Entry Policy

All **Virtru's** workforce members are allowed access to the physical site at any time of the day, and any day of the week. The site is secured with an electronic door lock that accepts RFID cards and a numeric passcode. RFID cards are issued by the ISO or AISO by request and after approval.

B. Loss of RFID key

If a workforce member loses their RFID key, they will notify the ISO or AISO as soon as possible so the key may be deactivated. Any workforce member found to have violated

this policy may be subject to disciplinary action, up to and including termination of employment. See *Sanction Policy*.

C. Mobile devices

Mobile devices (laptops, netbook, tablets, iPhones, iPads, etc.) must have the appropriate encryption. Devices must have a power-on password or PIN, data encryption, auto-lock and role-based access per user. See *BYOD Policy* (**Forms for Employees**).

D. Video monitoring

Virtru's main office is monitored by a video camera. The data is stored in the Network Attached Storage which is physically secured in a locked cage in the IT closet. This data is stored for up to one (1) month.

E. Alarm system

Virtru's main office is monitored by an alarm system. It is attached to all doors and windows, and requires a 4-digit pin plus a modifier to deactivate. Once triggered, there is a 45-second delay before the local authorities, ISO and CEO are notified by the monitoring company. ADT is the company that is responsible for monitoring **Virtru's** main office.

The alarm pin code is changed quarterly, or at the time that an employee is fired or leaves the Company.

Virtru requires that this alarm be set by the last person to exit the office, and should be active anytime there is not an authorized employee on the premises.

F. Fire protection

Fire protection meet all regulations, including federal, state and local. Fire extinguishers shall be deployed in accordance with regulations of OSHA and fire inspectors. Periodic testing of alarms, fire extinguishers and fire evacuation procedures shall be conducted.

XXVII. Software

A. Overview

This section outlines the standards applying to operating systems, applications, databases and other software tools.

B. Acquisition of software

It is up to the developer to decide which software tools they will require for their workstation. All regulated software will only be download from trusted sources, such as the Apple App Store, Windows Store, or directly from reputable websites, etc.

Unregulated software is allowed, but must be fully documented and approved for use by the ISO. Documentation will include:

1. The source of the software
2. When it was downloaded
3. Who downloaded it for use and;
4. The date the ISO approved the use of the software

All software for Windows OS devices is required to be screened for malware prior to installation.

Any unauthorized software must be approved and validated, or removed.

Users of workstations, netbooks, wireless and other personal devices must not install unapproved software.

C. Open Source Software

The use of open source shareware or open source freeware may only occur if:

1. It is not used in a production environment OR
2. Prior to use it is fully tested, documented and **Virtru's** personnel are assigned to support it. Checks to be performed include:
    a. Verify usage license (no strong or weak copyleft licenses)
    b. Review open CVEs and available patches
    c. Perform internal security evaluation
    d. Flag for external security evaluation during next penetration test
3. The source of the software is documented
    a. URL
    b. Project lead
    c. Contributors
    d. Whether the project is actively maintained
4. The ISO approves of the use

D. Documentation

Documentation for sensitive applications and the operating systems which run those systems shall be stored securely. Backups of all documentation shall be maintained off

site. Access to the documentation for sensitive applications and the operating systems will be on a need-to-use basis.

E. Change Control and Maintenance

All proposed changes to production systems must be registered in the companies issue tracking system. Changes shall be categorized as standard, normal, or emergency. Standard changes are those that are performed frequently and considered low risk. Standard changes are reviewed quarterly and pre-approved for the following quarter. Normal changes are those which are not performed frequently and may pose some risk to the business. Each normal change must be reviewed by a minimum of two super-admins, the CTO and/or VP of engineering prior to being made. Reviewers are responsible for assessing the impact of the change in regards to the functionality, availability, durability, and security of the system. If a consensus among reviewers is reached, the proposed change is sized, sorted, and executed through the standard engineering workflow. Emergency changes are those that are required to rectify some form of degradation of the system. Emergency changes must be reviewed by a minimum of two super-admins. If a consensus is reached, emergency changes can bypass the standard engineering workflow and be made immediately. All changes to production systems must be captured in the company's issue tracking system without exception.

F. Operating Systems

Only approved operating systems will be loaded onto **Virtru**-owned assets. Before major upgrades to systems, authorization by the ISO and AISO will be required.

Default settings must be reviewed prior to installation to identify any security vulnerabilities. These settings will be communicated with all workforce members, or they will surrender their devices to the ISO or AISO for configuration.

G. Applications

All applications, whether developed or purchased, must comply with **Virtru's** policies and protection standards. The information owner is responsible for ensuring that these requirements are included during the development or acquisition of software.

The protection requirements for applications include:

1. Access control
2. Authorization
3. Information classification
4. Storage controls
5. Backup and restoration
6. Confidentiality and integrity requirements
7. Audit logs
8. Privacy, export control and other such requirements

All product associated applications must use HTTPS to communicate with all remote hosts, both Virtru hosted services and external third parties. HTTP and other non-encrypted communications are not allowed under any scenario.

Virtru applications shall treat user credentials with the utmost sensitivity and must follow security best practices for storing and transmitting user credentials. All credentials which are shared with a client device must be sent over HTTPS or another encrypted communication channel. All user credentials which are stored in a data store, must be stored in a benign state so that leakage of information from the data store does not compromise user accounts.
All application logs must be sent to a central logging cluster for aggregation and analysis.

H. Configuration Management

Where possible, Virtru applications and infrastructure follow an immutable paradigm. All changes to production infrastructure and application code is deployed on a brand new Amazon Machine Image (AMI). This allows all changes which are deployed to be tracked and audited. This also means that no configuration or application code will be modified on a production instance. All application servers have osquery installed and configured to monitor key files on the system for any change (File Integrity Monitoring). Any changes to configuration are logged and sent to AWS Cloudwatch Logs, where they trigger an alarm and cause an email to be sent to the Virtru DevOps team for further investigation.

Where possible, Virtru utilizes Terraform, Ansible, and other similar tools to define their infrastructure as code. This allows the production infrastructure to be versioned in a git repository and easily audited for change over time.

I. Asset management for software

The ISO is responsible for maintaining an inventory of software; as such it shall employ software to aid in the management of software assets.

J. Enforcement

Any workforce member found to have violated these policies may be subject to disciplinary action, up to and including termination of employment. See *Sanction Policy*.

XXVIII. Removable Media Device Policy

A. Purpose

The purpose of this policy is to minimize the risk of loss or exposure of Confidential or Protected Information maintained by **Virtru** when it is stored, transferred or accessed on a removable media device. This policy also aims to reduce the risk of acquiring malware infections on computers operated by Company. Any questions or comments about this policy should be directed to the ISO

B. Scope

This policy covers all removable media that contains **Virtru's** data or that is connected to **Virtru's** network.

C. Definitions

Removable media: devices or media that is readable and/or writable by the end user and are able to be moved from computer to computer without modification to the computer. This includes flash memory devices such as thumb drives, SD cards, cameras, MP3 players or any other storage medium; removable hard drives (including hard drive-based MP3 players); optical disks such as CD and DVD disks.

Encryption: a procedure used to convert data from its original form to a format that is unreadable and/or unusable to anyone without the tools/information needed to reverse the encryption process.

Malware: software of malicious intent/impact such as viruses, worms, and spyware.

D. Policy

Workforce members may use removable media in their work computers if they take all reasonable and prudent measures to ensure the safety and confidentiality of all information that is downloaded to any removable media or portable device

E. Using Removable Media Devices

PHI should be stored on removable media only when required in the performance of assigned duties or when responding to legitimate requests for information. When

Protected and Confidential information is stored on removable media, it must be encrypted in accordance with **Virtru's** Encryption Standards.

The workforce member shall take all reasonable and prudent measures to physically secure all removable media or to portable devices. Users shall not open or attempt to open the encasement of any removable media or portable devices nor otherwise circumvent any lock system that secures the device or its components. Users should take reasonable measures to secure device at all time and report any lost or stolen removable media or portable devices immediately.

Workforce members may not copy information or other sensitive data onto personal devices, unless approved by management in conjunction with the *Confidentiality Agreement for Employees*.

F. Exceptions

Exceptions to this policy may be requested on a case-by-case basis by petition to the ISO.

G. Refusal

Virtru reserves the right to refuse the ability to connect removable media devices to the Company network if such media is being used in such a way that puts **Virtru's** systems, data, users and customers at risk.

H. Enforcement

Anyone found to have violated this policy may be subject to disciplinary action, up to and including suspension of access to technology resources or termination of employment. A violation of this policy by a temporary worker, contractor or vendor may result in action up to and including termination of their contract or assignment with **Virtru**.

XXIX. Application Recovery Plan

A. Overview

Virtru backs up of all production data hourly and stores it remotely on two separate Amazon Web Server (AWS) Accounts. These backups are a combination of both differential and full backups. These backups are durable a the same rate as S3 data, each snapshot is 99.99999% durable.

B. Scope

These policies apply to all production servers and data that **Virtru** is responsible for maintaining on behalf of our clients.

C. Data durability and reliability

Virtru uses Amazon S3 to provide a highly durable storage infrastructure designed for mission-critical and primary data storage. Amazon S3 redundantly stores data in multiple facilities and on multiple devices within each facility. To increase durability, Amazon S3 synchronously stores **Virtru's** data across multiple facilities before confirming that the data has been successfully stored. In addition, Amazon S3 calculates checksums on all network traffic to detect corruption of data packets when storing or retrieving data. Amazon S3 performs regular, systematic data integrity checks and is automatically self-healing.

D. Encryption

Virtru uses Server-side encryption to protect data at rest. Server-side encryption with Amazon S3-managed encryption keys (SSE-S3) employs strong multi-factor encryption by encrypting each object with a unique key. As an additional safeguard, it encrypts the key itself with a master key that it regularly rotates. Amazon S3 server-side encryption uses 256-bit Advanced Encryption Standard (AES-256) to encrypt **Virtru's** data.

E. Load balancing

Virtru uses Amazon Web Services' Elastic Load Balancing (ELB) to automatically distribute incoming application traffic, to automatically route traffic across multiple instances. and multiple Availability Zones. This is used to insure that only healthy servers are receiving traffic.

F. Restoration of data

Restoration of production data is done on an as-needed basis. The following employees are responsible for restoration of the application if it is needed:

1. Reuven Gonzales, Lead Developer, or
2. Conor Gilsenan, Developer Ops.

The needed backup data will not be restored "on top of" the current "bad" data. The restores will be redirected to a new location, and first verified. Upon verification, the "bad" data will be removed from the drive, and stored and relabeled as "old data." Then the backup data will replace the "old data" on the drive. Once the restored data has been verified once more, the "old data" will be destroyed.

G. Testing and revision of plan

Once every quarter, after doing a full backup, **Virtru** will recover the saved data. During hours when the business is closed, we will operate the application using this recovered data in a test mode. The tests will consist of a set of tasks that are designed to exercise the main system functions to confirm that the data is usable and as up-to-date as we expected given the backups that were used to do the recovery. This testing process

should take an hour. The restore process should take an hour or two, once the files are retrieved.

If the process does not work as documented in our policy, it will be updated to reflect the actual procedure we need to implement to achieve successful recovery and operation.

Whenever we make changes to software or hardware, we will create/update and test using our *Inventory of Devices/Software Assets* and store this checklist in the **Security Documentation Library**.

XXX. Network Attached Storage and Workstation Backup Plan

A. Overview

Virtru recognizes that the backup and maintenance of data in the Network Attached Storage (NAS) and individual workstations are critical to operations. It is essential that certain basic standard practices be followed to ensure that data files are backed up on a regular basis.

B. Policy

Virtru will be using a Synology DS1515+ Network Attached Storage for backing up all workstations, firewall logs, and video surveillance footage. This data will also be backed up to a Amazon Web Services Glacier account.

C. Backup software

Virtru uses Cloud Station software to perform all backups. This will be installed on all workstations and must not be disabled by the user for more than one (1) business day. The software will maintain one month of file versions for restoring purposes

D. Remote backups

Virtru will provide a Virtual Private Network (VPN) for employees to login to for backing up their devices. Credentials for the VPM will be provided to remote employees, and they will be expected to configure their devices properly. If they are unsure, or have issue in setup, the IT department will be available for configuration assistance.

E. Local backups

Virtru encourages all users to do daily local backups of their data. These backups are to be encrypted using the encryption standards listed below. Any local backups must be surrendered at the time an employee no longer is employed by **Virtru**.

F. Encryption of backups

The backups of data will be encrypted on the NAS using AES 256 bit encryption. Any local backups that employees make must be encrypted at a minimum of 256 bit encryption.

G. Restoring data

In the event that a workstation fails, is stolen, or is damaged whether physically or by malware. It is the policy of **Virtru** that this device will be replaced within 24 hours. The IT department will be responsible for reprovisioning this device, and testing that the workstation is functioning properly before giving the device to the employee.

H. Enforcement

Anyone found to have violated this policy may be subject to disciplinary action, up to and including suspension of access to technology resources or termination of employment. A violation of this policy by a temporary worker, contractor or vendor may result in action up to and including termination of their contract or assignment with **Virtru**.

XXXI. Information Integrity Management Policy

A. Overview

The other policies in this document contribute to the integrity of the data in our systems. Notably, the Data Backup Plan, the Access Control Policy, and the Malware Management Policy contribute to data integrity. In addition to these, we add the following policy elements.

B. Policy

Virtru will configure our applications software to use the available edits on data that is entered into our systems. These edits will check for internal data consistency, reasonableness of data, and logical relations among data items.

XXXII. Security Incident Management Policy

A. Overview

Virtru recognizes that, despite having reasonable security safeguards, we may have security incidents.

B. Procedures

To manage these incidents, **Virtru** will do the following:

1. We will train each workforce member to recognize the common telltale signs of a security incident. When a member of the workforce detects one of these signs, he/she will be responsible for notifying the ISO.
2. The ISO will maintain a set of tests to detect events in the system logs that may indicate security incidents. These tests will be written into a script and run against the system log on a daily basis or whenever needed. The tests currently are:
    a) Account creation/deletion
    b) High volume of unsuccessful logon attempts
    c) Alerts from our malware monitoring systems
    d) High volume of file or database access/creation/deletion activity for the time of day, or for day of the week
    e) Account activity at unusual times of the day or night
    f) Absence of expected log records of activity when expected
    g) Unusual level of record access for a given account
    h) Daily logs will be tested by the firewall in real time,
    i) User data will be reviewed weekly
    j) Logs for the past month will be retained. When anomalies are discovered, the script will provide a report that is immediately brought to the attention of the ISO or designee as a potential security incident.
    k) Account lock out due to excessive password retry failure.

The ISO will determine, in consultation with others if needed, whether an event is a security incident.

If an event is a security incident, the ISO (or designee) will proceed to contain and repair damage from the incident by working with staff, vendors, and Business Associates as needed. The security incident will be tracked in JIRA and treated as an application defect. A log of relevant actions taken to contain and repair the damage will be stored in JIRA. The permanent home of this log will be in the **Security Documentation Library**. The ISO will determine if the event involves a workforce member action that is covered under the sanction policy and will follow that policy. The ISO will determine if the event represents a security incident for which a Business Associate is responsible. If so, the ISO will follow our *Incident and Breach Policy* in this area.

C. Policy

If an event is a security incident, the ISO (or designee) will proceed to contain and repair damage from the incident by working with staff, vendors, and Business Associate relations in order to further deter future incidents of the same type.

XXXIII. Security Plan Review Policy

A. Overview

We recognize that our underlying security risk will change and our ability to manage this risk will improve over time. To ensure that we adjust our policies and procedures to take these two factors into account, we will review our Security Policies and Procedures annually. The ISO will lead this review and involve others as needed. Documentation of the review will be contained in a document called *Annual Security Review* and restored in the **Security Documentation Library** {or **Notebook**}.

B. Procedures

At a minimum, the review process will consist of:

1. Evaluating changes in the last year that may affect our Security Policy. These will include changes in:
    a) Number, sizes or locations of our business sites
    b) Our workforce size and composition
    c) Hardware/software
    d) State or federal laws that apply to us
    e) Type of medical insurance that we provide
2. Reading each Policy to determine whether or not the changes may affect it and/or the practices driven by the Policy. We will make a list of changes that need to be made, then write a paragraph describing how.
3. Creating a list of changes in Policies and/or Procedures that our **Company** will carry out.
4. Developing and implementing any changes in our Policies and Procedures on a timely basis.

Security Policies and Procedures

Appendices

A. Change Logs

The Change Logs are logs and reports that are reviewed, at a minimum, twice a year. It provides information on programs available and which employees have access to which programs. The actual logs are found in the **Change Control Logs for Security** section of the documents.

1. Annual Security Review
2. Application/Database Change
3. Employee Access
4. Incident - Disaster
5. Maintenance
6. Media Sanitization
7. Operating System Changes Audit
8. Organizational Chart/Electronic Asset Management
9. Network Change
10. Physical Entry Access
11. Responsibility Change

B. Information Security Committee

Information Security Officer:
Will Ackerly
willackerly@virtru.com
(202) 577-3683

Information Security Committee:
Jordan Duggan
Jordan@virtru.com
(919) 696-7936

Reuven Gonzales, Director of Operations
Cell: (949) 878-6154
reuven@virtru.com

Conor Gilsenan, Operations Developer
Cell: 973-986-6650
conor@virtru.com

Disaster Recovery Plan for Virtru

We define a disaster as any event that affects our information systems and, as a result, substantially interferes with the operations of our business. Examples are fire, flood, hardware failure of critical elements (servers), software failures, theft, chemical/radiation hazard, and sabotage. Our definition of recovering from a disaster is taking all the actions needed to restore the systems to their normal operational state. Our plan to recover from disasters is described below.

1. What we will do to prepare to perform a disaster recovery:

    A. We will train the workforce to recognize and report a disaster.

    B. We will organize the workforce responsibilities so that during a recovery we are not dependent on only one person for any critical step.

    C. We will report disasters to the ISO and AISO. The ISO will make the formal determination as to whether or not to classify the event as a disaster.

    D. We will store paper backup copies of key disaster related documents with the offsite backups. These documents will include a List of Support Contacts – vendor, reseller, and/or support group contact information for all of our software and hardware.

    E. We will keep an *Inventory of Device/Software Assets* for [Name of Business]–– a detailed checklist for each asset, such as the server, PCs, the router, network switch, databases, and software programs containing tasks that must be completed to recover that asset. The list will include key data about the device including a party responsible for the recovery whose role is to diagnose and, if needed, repair, replace, and/or rebuild a device.

    F. We will have current copies of system data and software available at the off site location, as our data backup plan specifies.

2. Once the ISO (or designee) has certified a disaster, we will:

    A. Use the ISO or designee to facilitate the recovery. The facilitator will direct the recovery process, coordination and communication of the actions of the various parties that are involved in the recovery.
    B. Determine which devices/software (e.g. servers, PCs, power units, AC units) are not functioning normally, conferring with the appropriate staff, vendors, and other support personnel to make this determination. When in doubt about the status of the device, we will either use a test that is described in the IT Assets Recovery Checklist for the device/system or depend on the recovery responsible party to make this determination.
    C. Review the *Inventory of Device/Software Assets* for the devices to be recovered. Each checklist will have as an initial task, "Contact the appropriate parties responsible for restoring the devices/software to be recovered." Guidance and other recovery activities from these parties are key contributors to the recovery process.
    D. After all of the non-functioning assets have been restored, follow the instructions in the part of the Emergency Operations Plan that deals with what to do when the system is available again.

Organization

Emergency Planning & Crisis Management Team (**EPCMT**):

- Will Ackerly, CTO & ISO
- Jordan Duggan, VP of Product & Development & AISO
- Reuven Gonzales, Director of Operations
- Conor Gilsenan, Operations Developer
- Zack Nelson, Director of Development

Primary Disaster coordination handled through:

Crisis Manager 1:
Reuven Gonzales, Director of Operations
Cell: (949) 878-6154
reuven@virtru.com

Crisis Manager 2:
Conor Gilsenan, Operations Developer
Cell: 973-986-6650
conor@virtru.com

Other Members' Contact Information

- Zack Nelson 443-834-3791
- Payam Abedi 703-656-6227
- Tyler Biscoe 301-642-8844
- Jon Gilpen 303-358-6689
- Jason Ghent 803-658-6645

Off-Site Meeting Location

Used if team needs to meet to formulate an action plan.

If primary location is not accessible, we may need to operate from an off-site locations such as:

Employees' Home Offices
Jack Rose Restaurant

Extended off-site locations will be determined after assessing the severity of the disaster.

Disaster Recovery Timeframes

Maximum Tolerable Downtime (MTD)

The total amount of time our company is willing to accept for an outage or disruption, including all impact considerations. This guides our Crisis Management Team in determining the selection of an appropriate recovery method, and the depth of detail which will be required when developing recovery procedures, including their scope and content.

Recovery Point Objective (RPO)

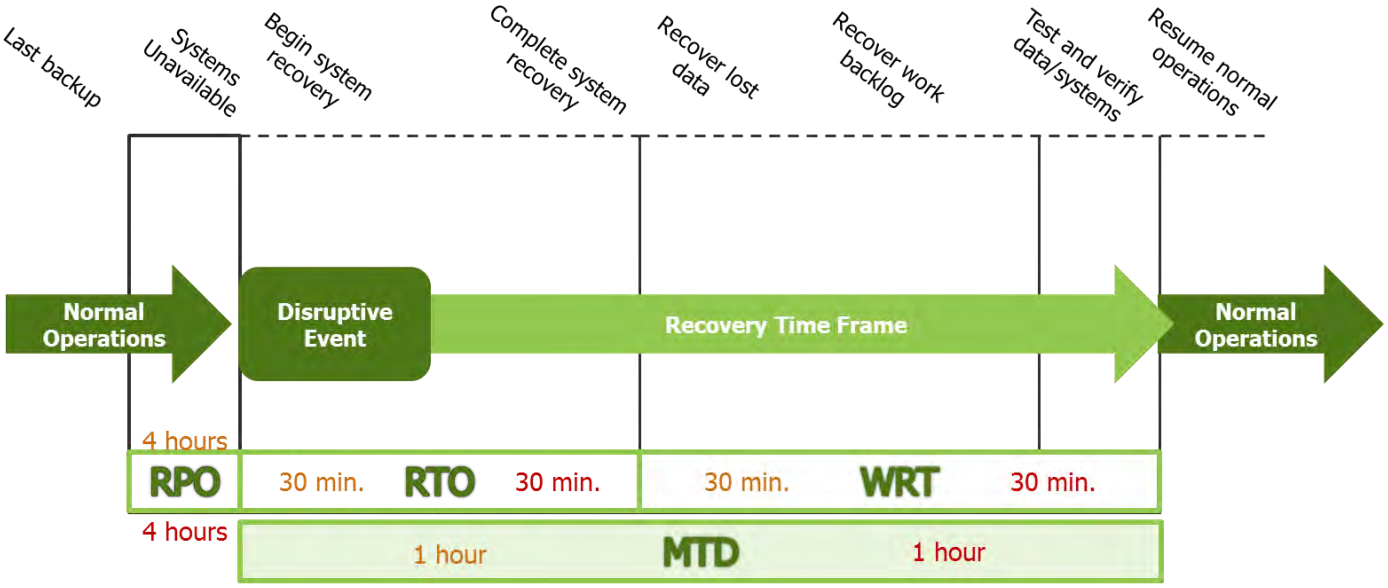
This is the point in time, prior to a disaster or disruptive event, which our company has accepted for data loss. RPO determines the frequency of our data backups. When determining RPO, we need to consider how much newly entered data we can afford to lose. *Therefore, if RPO is set to 4 hours, then we must have offsite backups maintained every 4 hours.*

Recovery Time Objective (RTO)

RTO determines the target time for recommencement of business activity. The Crisis Management Team will determine what business functions (i.e. telecommunications, web servers, etc.) should be restored based on priority.

Working Recovery Time (WRT)

This is the time our company will spend recovering lost data and work backlog, and testing and verifying data and systems. WRT usually is the difference between MTD and RTO.



Physical Security Example Times
Minor Disaster and Major Disaster

(See next page)

Disaster Timeframe Expectations

Internal Network
The server and network must be functioning in order for any of our other information systems to function. We could afford to be without the server/network for ten (10) minutes without materially affecting our business. If the server/network is down for longer than ten (10) minutes, staff will switch over the mobile tethering, or will go to an approved location to continue their work.

Production Servers
Production servers must be functioning at all times in order for our applications to work. We cannot afford to be without the production servers without materially affecting our business. Traffic will be automatically routed to another server via Amazon Web Services' Elastic Load Balancing.

Workstations
If a workstation crashes, we can easily use another one with only modest inconvenience. Ideally, we would like to replace/restore a workstation within 72 hours.

Printer and Fax
We have two multifunction printers. We can lose all printers for up to a week with little effect on data flow.

Email and Web Browser
Currently, we can function for no more than 10 minutes without email or web browsing. We will tether devices via smartphones after that time.

Wireless Network
We have a wireless network and the office depends on it for routine transactions. A backup router is available; it is preconfigured and encrypted using WPA2-AES.

IT Resources
We depend on the availability of certain employees and our IT service provider to diagnose and fix problems quickly. A chain of contacts is available in this document.

Power and HVAC Equipment
We depend on external power and environmental equipment (especially our AC unit) to maintain the power and environmental support for our system. Failure of either of these systems could inhibit the use of our IT systems, and could also stop us from doing business. These failures are not IT-specific risks. We are comfortable enough with the track record of these services not to need more than a short term UPS to allow us to smoothly shut the network down in the event of a sustained power outage. We have to yearly revisit the question of whether or not we need

more power/environmental backup to ensure that the satellite site will able to operate even if power/cooling at the main site is out.

Disaster Timeframes Table

{This is a sample. Please fill in according to Virtru's standards. Functions can include departments, as listed below, or they can include more specific tasks, such as invoicing.}

	Minor Disaster				Major Disaster			
Function	**MTD**	**RTO**	**WRT**	**RPO**	**MTD**	**RTO**	**WRT**	**RPO**
Physical Security (office/suite)	1 hour	30 minutes	30 minutes	4 hours	1 hour	30 minutes	30 minutes	4 hours
IT (server, hardware, equipment)								
Sales and Marketing								
Administration								
HR								

EVACUATION PLAN - during business hours:

For a disaster where you will need to **leave the building:**

If a disaster happens during normal business hours all Company employees will meet at **Jack Rose Restaurant, 2007 18th St NW, Washington, DC 20009.**

This will prevent Company employees from being in the way of emergency crews. A head count by managers will determine if all staff members have fully exited the building.

Headcount numbers will be brought to the ISO or CEO.

If the disaster happens after the meeting location has closed, employees will wait outside of the same address.

For a disaster where you will need to **stay in the building:**

If a disaster happens during normal business hours, all Company employees will meet in the **Basement**. A head count will determine if all staff members have fully exited the suite. See above for head count procedures.

{Please fill in the appropriate personnel for the following responsibilities}

Office/Evacuation Managers	Assembly Managers
Will Ackerly	John Ackerly
John Ackerly as Backup	Will Ackerly as Backup
System Shutdown Manager	**Back-up System Shutdown Manager**
Jordan Duggan	Jordan Duggan
Will Ackerly as Backup	Will Ackerly as Backup

Critical Operation Priority List

If or when a disaster happens, certain contacts will need to be made.

Operation	Employee in Charge	Action Plan
Current enrollment processes (any pending business)	Will Ackerly	Notify carriers of current situation—give cell number if needed.
Communications	Will Ackerly	eBlast to client list
IT—phones, faxes, e-mail	John Ackerly	Set up remote office
Payroll-Banking issues-Commissions	John Ackerly	Notify payroll/banking institutions of disaster and action plan

Potential Purchase List

If or when a disaster happens, certain items may need to be replaced:

1. 3 UPS (Uninterruptible Power Supply)(s)(Batteries)
2. Network Attached Storage (NAS)
3. Network Switch(s)
4. Network cable(s)
5. Power cable(s)
6. Power strip(s)
7. Monitor(s) / Monitor Cable(s)
8. Keyboard(s) / Mouse(s)
9. Firewall
10. Workstation(s) / Laptop(s)
11. Phone(s) & Headsets
12. Security Camera
13. Electronic Door Lock
14. Video Conference Microphones
15. Minifridge
16. Projector
17. Software
    a. OSX
    b. Windows
    c. Acrobat
    d. Office Suite
18. Paper
    a. Printer paper
    b. Sticky notes
    c. New Checks
19. Multifunction Color Printer
20. Office Furniture/Equipment
21. Carrier (Marketing) Supplies
22. Office Supplies

Fire Plan

EVACUATION PLAN - FIRE!

If the fire alarm goes off during business hours, **evacuate the building immediately**. If you discover a fire or smell heavy smoke inside building:
DO NOT ATTEMPT TO FIGHT THE FIRE!!

1. Pull fire alarm, evacuate the building and call 911 on the way out of the building

2. Perform head count at the designated assembly point

    - If anyone is missing, call their emergency contacts to determine if the missing individual has made contact with them. If they have not, alert the authorities.

3. Action Plan - developed by ***EPCMT***

    - Re-open based on damage
    - If the office must remain closed:
        - Notify employees and/or employees emergency contacts.
        - If there is any impact to customer operations, email all clients with a status update and recovery plan.

NOTE: First Aid kit located in the drawer of the white cabinet located to the right of the spiral staircase.

Earthquake Plan

EVACUATION PLAN - Earthquake!

During an Earthquake

- **DO NOT USE THE ELEVATOR DURING AN EMERGENCY EVACUATION**.
- If you're indoors, stay there. Get under -- and hold onto --a desk or table, or stand against an interior wall. Stay clear of exterior walls, glass, heavy furniture, fireplaces and appliances. The kitchen is a particularly dangerous spot. If you're in an office building, stay away from windows and outside walls and do not use the elevator.
- If you're outside, get into the open. Stay clear of buildings, power lines or anything else that could fall on you.

After an Earthquake

- Perform head count at the designated assembly point
    - If anyone is missing, call their emergency contacts to determine if the missing individual has made contact with them. If they have not, alert the authorities.
- Shut down systems, if time permits, see **Emergency Shutdown Procedures**
    - Check for fire or fire hazards. If you smell gas, shut off the main gas valve. If there's evidence of damage to electrical wiring, shut off the power at the control box.
    - If the phone is working, only use it in case of emergency. Likewise, avoid driving if possible to keep the streets clear for emergency vehicles.

- Be aware that items may fall out of cupboards or closets when the door is opened, and also that chimneys can be weakened and fall with a touch. Check for cracks and damage to the roof and foundation of your home.
- Listen to the radio for important information and instructions. Remember that aftershocks, sometimes large enough to cause damage in their own right, generally follow large quakes.
- If you leave home, leave a message telling friends and family your location.

- Action Plan - developed by ***EPCMT***
  - Re-open based on damage
  - If the office must remain closed:
    - Notify employees and/or employees emergency contacts.
    - If there is any impact to customer operations, email all clients with a status update and recovery plan.

NOTE: First Aid kit located in the drawer of the white cabinet located to the right of the spiral staircase.

Tornado Plan

EVACUATION PLAN - Tornado!

If the city or county signal a tornado warning, move away from the perimeter of the building and any exterior glass.

DO NOT USE ANY ELEVATORS DURING AN EMERGENCY EVACUATION.

1. Move to the basement of the office suite.
2. Shutdown systems, if time permits, see **Emergency Shutdown Procedures**
3. Perform head count at the designated assembly point
    - If anyone is missing, call their emergency contacts to determine if the missing individual has made contact with them. If they have not, alert the authorities.
4. Action Plan - developed by ***EPCMT***
    - Re-open based on damage
    - If the office must remain closed:
        - Notify employees and/or employees emergency contacts.
        - If there is any impact to customer operations, email all clients with a status update and recovery plan.

NOTE: First Aid kit located in the drawer of the white cabinet located to the right of the spiral staircase.

Flood Plan

EVACUATION PLAN - Flood!

1. Evaluate the situation
    - Shutdown systems routine, see **Emergency Shutdown Procedures**
    - Perform head count
        - If anyone is missing, call their emergency contacts to determine if the missing individual has made contact with them. If they have not, alert the authorities.
2. Action Plan - developed by ***EPCMT***
    - Remain open - *based on damage or location*
        - Relocate staff within suite
        - Evaluate IT requirements
    - Close - send staff home
        - Re-open based on damage
        - If the office must remain closed:
            - Notify employees and/or employees emergency contacts.
            - If there is any impact to customer operations, email all clients with a status update and recovery plan.

After Hours Plan

EVACUATION PLAN - after business hours

If the building is in a disastrous state after working hours, the **EPCMT** will notify employees. *See **Virtru** Phone Tree*.

If **re-opening** on a workday at the primary location:

1. Verify location is safe for operations - including systems
2. Communications
    a. Emergency Contact List
    b. Client Blast

If **NOT re-opening** on the following workday at the primary location:

1. The **EPCMT** must decide estimated length of time we will not be able to function
    a. If less than or equal to one day, office is closed.
        i. **[Name of Business]** will open the following work day
        ii. Verify location is safe for operations
        iii. Communications
            1. Emergency Contact List
            2. Client Blast

2. If office needs to move to secondary location or close for a **short** period of time.
    a. The **EPCMT** meets to develop a plan of action
    b. Determine the validity of systems
        i. If valid, move critical systems to secondary location
        ii. If not valid, retrieve necessary items and contact suppliers for new systems
            1. Restore systems from backups
            2. Restore connectivity
                a. Skeleton crew of selected staff members (possibly several from each department)

c. Communications

i. Emergency Contact List

ii. Client Blast

3. If office needs to move to secondary location or close for a **longer** period of time:

a. The **EPCMT** meets to develop a plan of action

b. Determine the validity of Systems

i. If valid, move critical systems to secondary location

ii. If not valid, retrieve necessary items and contact suppliers for new systems

1. Restore systems from backups
2. Restore connectivity

ii. Determine staff needs - full or partial capacity

iii. Communications

1. Emergency Contact List
2. Client Blast

Emergency Contact List

Emergency services—call 911	
Police	000-000-0000
Fire	000-000-0000
Poison Center	800-222-1222
Building	
Building Owner	000-000-0000
Alarm Company	000-000-0000
Cleaning Company	000-000-0000

Technical Issues	
Technologies Company	000-000-0000
Website-Programmer	000-000-0000
Miscellaneous Internal Operations/Vendors	
Staffing Companies	000-000-0000
UPS	000-000-0000
Bank	000-000-0000
401K Company	000-000-0000
Payroll Company	000-000-0000

Emergency Shutdown Procedures

If an electrocution occurs while working in server room, staff will pull all of the UPS cords from the outlet by the interior door. If that outlet is inaccessible due to fire or victim's position, staff will shut off the power at the breaker, located in the basement on the wall to the left of the TV.

If there is a fire within the building or suite, staff should concentrate on notifying authorities.

If there is severe flooding that threatens to affect the server room, staff will shutdown and unplug all equipment and move it to the second story platform of the suite.

BRIGHTLINE

CERTIFICATE OF REGISTRATION

Information Security Management System - ISO/IEC 27001:2013

The Certification Body of BrightLine hereby certifies that the following organization operates an Information Security Management System that conforms to the requirements of ISO/IEC 27001:2013

ServiceNow, Inc.

for the following scope of registration

The scope of the ISO/IEC 27001:2013 certification is limited to the information security management system (ISMS), which supports ServiceNow as a provider of cloud-based solutions that define, structure, manage and automate services across the global enterprise, as well as all supporting resources including global data center operations and infrastructure, applications, end-user services, and product development, and in accordance with the Statement of Applicability, approved July 28, 2015. Assets within scope of the ISMS include: internal information assets, customer data, software, hardware, people, and physical assets to host, support and operate the cloud-based solutions. The data centers in the following locations house the infrastructure used to deliver the cloud-based solutions: Virginia, California, Florida, Washington, Montreal, Toronto, London, Amsterdam, Geneva, Zurich, Sydney, Brisbane, Singapore, Hong Kong, São Paulo and Campinas. Additionally, ServiceNow uses Amazon Web Services (AWS) to host some ServiceWatch customers. Excluded from the scope are all operations of third party data centers and AWS.

the scope of this certification includes the following locations:

Santa Clara (HQ): 3260 Jay Street, Santa Clara, California, 95054, United States
San Diego: 4810 Eastgate Mall, San Diego, California, 92121, United States
Kirkland: 4400 Carillon Point, Kirkland, Washington, 98033, United States
Orlando: 3501 Quadrangle Blvd, Suite 150, Orlando, FL 32817, United States
Amsterdam (EMEA HQ): Hoekenrode 3, 1102 BR Amsterdam, The Netherlands
London: 3rd Floor, Future House, The Glanty, Egham, Surrey, TW20 9AH, United Kingdom
Sydney: Level 21, 50 Bridge St, Sydney, New South Wales, 2000, Australia

Certificate Number: **1980700-4**

ISO 27001 CERTIFIED BY BRIGHTLINE

ANAB ACCREDITED

Authorized by:

Christopher L. Schellman
President, BrightLine
1300 N. West Shore Blvd, Suite 240
Tampa, Florida 33607, United States
www.BrightLine.com

Issue Date	Original Registration Date	Expiration Date	Certificate Version
September 29, 2015	December 17, 2012	September 28, 2018	Version 4

CONDITIONS & LIMITATIONS:

1. The aforementioned organization has a perpetual responsibility to maintain compliance with ISO 27001:2013 during the period of certification.
2. This certificate is subject to the satisfactory completion of annual surveillance audits by BrightLine.
3. ISO 27001:2013 compliance audits are not designed to detect or prevent criminal activity or other acts that may result in an information security breach. As such, this certification should not be construed as a guarantee or assurance that an organization is unsusceptible to information security breaches.
4. The information in this document is provided "AS IS", without warranties of any kind. BrightLine expressly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
5. This certificate is the property of BrightLine and is bound by the conditions of contract. The authenticity of this certificate can be validated at www.BrightLine.com/Certificate-Directory

2200

vCLOUD GOVERNMENT SERVICE



Compliant cloud solutions built for government agencies

Whether spurred by the need to increase efficiency, meet government mandates or deal with rapidly expanding data sets and workloads, more and more agencies are moving some or all of their applications or infrastructure to the cloud. However, for many agencies, the most cost-effective, secure and efficient solution is a hybrid cloud model that allows them to not only leverage their existing investments in IT infrastructure, but also extend their systems seamlessly to the technology platform that best meets their needs.

VMware®, the global leader in virtualization and cloud infrastructure, and QTS, a trusted cloud operator and leading provider of hybrid cloud services and managed hosting for government agencies and enterprises, have partnered to deliver VMware vCloud® Government Service provided by Carpathia™ (A QTS Company).

vCloud Government Service is an enterprise-class hybrid cloud service designed to run new and existing applications in exactly the same way, giving government organizations application and data mobility. Being able to use existing people, processes, tools, and automation enables government organizations to focus on the benefits of the cloud to their mission, rather than taking time and resources to re-architect for new infrastructure. Federal organizations can securely extend their data centers to the cloud quickly and confidently, using an integrated cloud infrastructure with the security of a JAB-based FedRAMP Provisional Authorization.

KEY FEATURES

Robust Security and Compliance

- vCloud Government Service is a secure cloud platform that enables customers to maintain security and data protection that meets a broad range of regulations, standards, and best practices including FedRAMP, International Traffic Arms Regulations (ITAR), FIPS 140-2, and AT 101 SOC Type 2.

Efficiency and Manageability

- Agencies can write, deploy, and manage applications in the cloud in the same way they do today, without making any changes or additional investments. With management tools consistent across on premises and cloud environments, you can accelerate application deployments, streamline the deployment and update process, leverage pre-built components, and reuse application models across environments, and clouds.

Seamless Network Integration

- vCloud Government Service is built on a seamless virtualized network that is quickly customizable to support your application and security needs. Network virtualization allows you to configure your firewalls and network as if they were in your own data center so that you can replicate the network your applications need to operate. Get common identity and access management across your onsite and offsite cloud locations.

BENEFITS

- Ease of Use – Leverage your existing investments in applications and infrastructure and avoid the complexity of re-architecting for public cloud infrastructure
- Secure and Compliant – Secure cloud platform, with security controls designed to meet the unique requirements of government customers, most notably the FedRAMP standards
- Hybrid – True hybrid cloud solution enables both onsite and offsite IT environments to run new and existing applications seamlessly
- Fastest Path to Cloud Value – Use a common platform to leverage internal and external cloud resources without having to retrain your staff, and lower overall costs

Why vCloud Government Service?

vCloud Government Service has a FedRAMP Provisional Authority to Operate (P-ATO) and is generally available to U.S. government and defense organizations. It can be used for a variety of applications and workloads including:

- Test and development
- Packaged application hosting
- Backup and Disaster Recovery
- Web hosting and customer service
- On-demand data center expansion

Trusted Cloud Services

QTS is redefining the industry with trusted cloud services that leverage innovation to improve the flexibility, scalability, and cost-effectiveness of cloud services.

- We are a trusted cloud operator with past performance serving the government market -- including DoD, Civilian and Intelligence agencies -- across multiple programs and applications
- QTS data centers deliver the highest levels of security and compliance, and meet many compliance standards including FISMA, DIACAP, PCI, and HIPAA
- We hold a number of certifications and accreditations across multiple federal agencies and programs and support over 50 Federal systems holding active Authorizations to Operate (ATO)

Security

vCloud Government Service operates with a FedRAMP Provisional Authorization to Operate (P-ATO) issued by the Joint Authorization Board (JAB). Built with a defense in-depth strategy that puts our customers' critical applications and data in the innermost ring, our people, processes and procedures ensure 100 percent compliance at implementation and through the lifecycle of the project.

Hybrid Options

vCloud Government Service is a true enterprise-class hybrid cloud service, offering a seamless platform for migrating and managing workloads between dedicated virtualized environments, on-premise infrastructures, third-party data centers and the cloud.

ABOUT QTS

QTS Realty Trust, Inc. (NYSE: QTS) is a leading provider of secure, compliant data center solutions and fully managed services, and the owner of Carpathia Hosting, a leading provider of hybrid cloud services and managed hosting. QTS' integrated technology service platform of custom data center (C1), colocation (C2) and cloud and managed services (C3) provides flexible, scalable, secure IT solutions for web and IT applications. QTS' Critical Facilities Management (CFM) provides increased efficiency and greater performance for data center owners and operators. QTS owns, operates or manages 25 data centers and bsupports more than 1,000 customers in North America, Europe and Asia Pacific.

March 10, 2016

State of Utah Division of Purchasing
3150 State Office Building
Capitol Hill
Salt Lake City, Utah 84114

Mr. Hughes:

As a privately owned company, Carahsoft Technology Corp. does not report to D&B. As such, the information in D&B is incorrect. To support you to determine that we have the financial resource to perform the contract we provide you the following information.

We are a stable, conservative and profitable company. Carahsoft continues to grow as noted by our year over year revenue below:

2010 $820 Million
2011 $1.12 Billion
2012 $1.46 Billion
2013 $1.81 Billion
2014 $2.45 Billion
2015 $3 Billion

We currently employ close to 500 employees.

To support you to determine that we have the financial resource to perform the contract we provide you the following information:

We maintain a $25M line of credit available (currently 100% available) with Xenith Bank. I have included a recent banking clarification letter from Xenith.

Mr. Joe Humphries is the Regional President and can be reached at 703-869-3610 if you need any information from him.

We have received numerous accolades including:

- For the 6th consecutive year CRN's 2012 Fast Growth List
- Washington Business Journal's 2012 List of Largest Government Contractors in Metro DC
- Third consecutive year Washington SmartCEO magazine's 2012 Future 50 list which recognizes the metro areas fastest growing companies.

Should you require additional details please call me and I can discuss our confidential financial information with you or provide you trade references that can further assist you.

Sincerely,

Jillian Dewey Szczepanek
Controller

dun & bradstreet

Carahsoft Technology Corp. DUNS: 08-836-5767

Credit Information

Risk Summary

Risk of Late Payment



Risk of late payment is based on the following prioritized factors in addition to other information in D&B's files:

- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Increase in proportion of delinquent payments in recent payment experiences
- Proportion of past due balances to total amount owing
- Evidence of open liens

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.

Payment Performance Trend

The payment performance trend for this company is Increased . Payment Trend currently is Increased compared to payments three months ago. The most recent payment information in D&B's files is:

- Payments currently: 11 days beyond terms
- Payments 3 months ago: 19 DAYS BEYOND terms
- Industry average: 5 DAYS BEYOND terms

*Note: Payments to suppliers are averaged weighted by dollar amounts.

Credit Limit Recommendation

Recommendation Date: 11/18/2015

Risk Category
High

Conservative Credit Limit
$0

Aggressive Credit Limit
$0



Company Profile

Chief Executive:
DIRECTOR(S): THE OFFICER(S)

Type of Business: NA

Years in Business: NA

Annual Sales:

Line of Business:
Whol computers/peripherals

1000000000

Employees Total:	500

Legal Filings and Other Important Information

Bankruptcies:	None	**Negative Payment Experience:**	None
Judgements:	0	**Negative Payment Experience**	None
Liens:	3	**Amount:**	
Suits:	None	**Payments Placed for Collection:**	0
Suits/Judgments/Liens Amounts:	None		

The public record items reported may have been paid, terminated, vacated or released prior to the date this data is transmitted. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Special Events

We currently do have any information to be displayed for this business.

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This report may not be reproduced in whole or in part by any means of reproduction.

Payment Trends

Summary

Address:
1860 Michael Faraday Dr, Suite 100
Reston, VA 20190

Primary Industry SIC:
5045

D-U-N-S Number:
08-836-5767

Description:
Whol computers/peripherals

This is a **single** location.

Payment Activity

Total payment Experiences in D&Bs File:	48
Payments Within Terms: (not dollar weighted)	72%
Total Placed For Collection:	NA
Average Highest Credit:	$2,379,615
Largest High Credit:	$20,000,000
Highest Now Owing:	$20,000,000
Highest Past Due:	$4,000,000

Indications of slowness can be the result of dispute over merchandise, skipped invoices, etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

PAYDEX® ®

3 Month PAYDEX®

75

When weighted by dollar amount, payments to suppliers average 8 days beyond terms terms.



Based on payments collected over the last 3 months

24 Month PAYDEX®

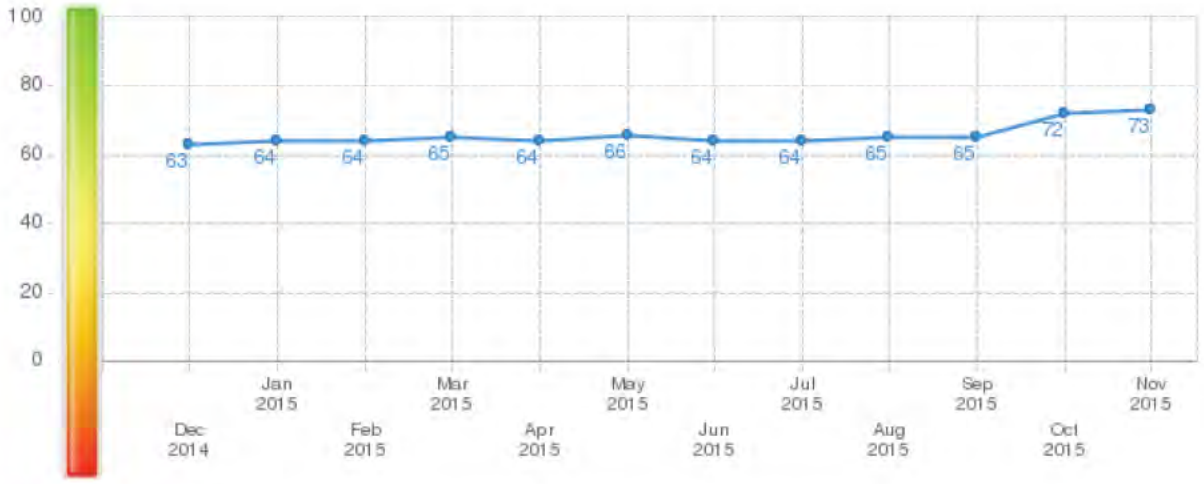
73 ▲

When weighted by dollar amount, payments to suppliers average 11 days beyond terms terms.



Based on payments collected over the last 24 months

PAYDEX ® Trends - This Company, 12 Months

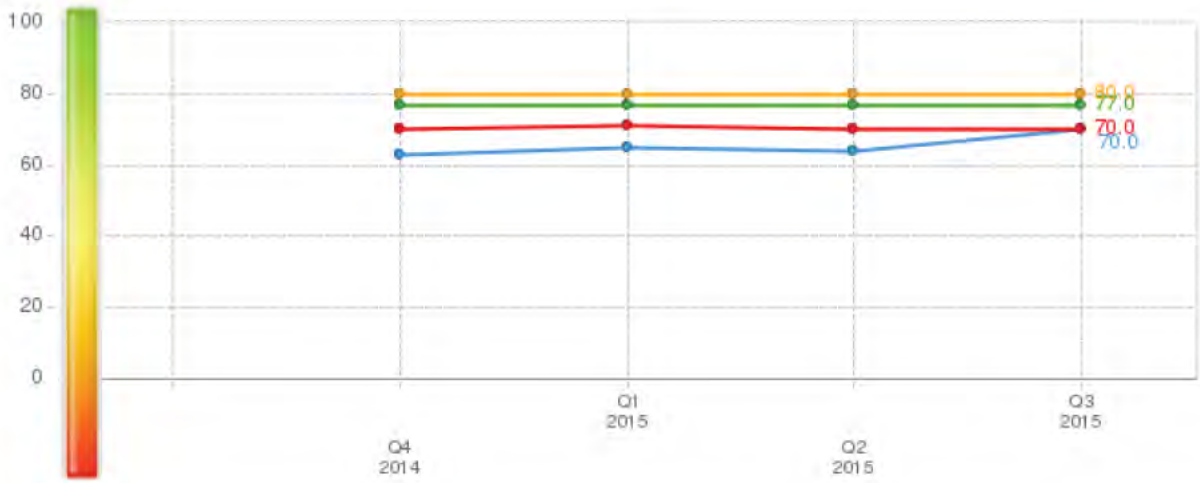


This Company (73)

Based on payments collected over the last 12 months.

- Current PAYDEX® for this Business is 73 , or equal to 11 days beyond terms terms
- The 12-month high is 73 , or equal to 11 DAYS BEYOND terms
- The 12-month low is 63 , or equal to 11 DAYS BEYOND terms

PAYDEX ® Score Comparison - This Company to Primary Industry Comparison, 4 Quarters



- My Company (73)
- Industry Upper Quartile (80)
- Industry Median (77)
- Industry Median (70)

Based on payments collected over the last 4 quarters.

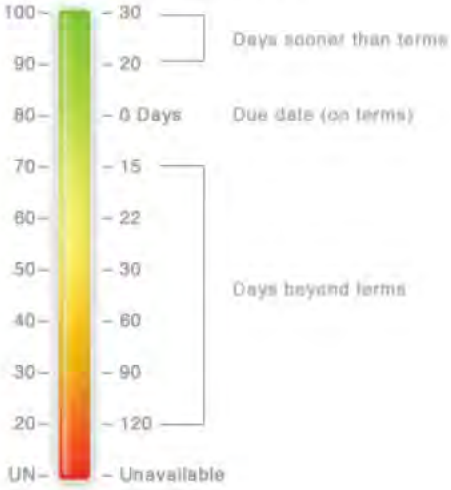
- Current PAYDEX® for this Business is 73 , or equal to 11 days beyond terms
- Current PAYDEX® for this Business is 77 , or equal to 5 DAYS BEYOND terms

- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Business Payment Habit by Amount of Credit Extended, 24 Months

$ Credit Extended	% of Payments Within Terms	# Payment Experiences	Total $ Dollar Amount
Over 100,000	73%	24	$90,200,000
50,000-100,000	100%	1	$85,000
15,000-49,999	27%	5	$110,000
5,000-14,999	73%	4	$27,500
1,000-4,999	100%	1	$2,500
under 1,000	100%	3	$400

How to Read the D&B PAYDEX ® Score



Risk Interpretation

	80 - 100	LOW risk of late payment (averages prompt to 30 days within terms)
	50 - 79	MEDIUM risk of late payment (averages 30 or less beyond terms)
	0 - 49	HIGH risk of late payment (averages 30 to 120 days beyond terms)

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AODocs Terms of Service - Version published on the Web Site

TERMS OF SERVICE

These Terms of Service **("Terms")** are a legal agreement between Altirnao, Inc., herein **"Altirnao",** having an office and place of business at 221 Kearny Street, Suite 300, San Francisco, CA 94108, USA, and the person or entity agreeing to the terms herein **("Customer", "You" or "you").** By using or accessing any part of A0Docs (the **"Service"),** You agree that You have read, understand, and agree to be bound by all of the terms and conditions contained herein. If You do not agree to these Terms, You must not use or access the Service. If You are entering into this Terms on behalf of a company, You represent that You have the authority to bind that company to these Terms. If You have purchased a license to use A0Docs through an Altirnao reseller, You also agrees to comply with the terms of any agreement between You and such reseller. In the event of an inconsistency between these Terms and any such reseller agreements, these Terms shall control.

Description of Service

AODocs is an online document management solution for Google Apps. The Service is offered and provided subject to these Terms and solely for Your business purposes. You may connect to the Service using any Internet browser supported by the Service.

The Service requires one or more Google Apps for Business account that will be the owner(s) of all files stored and managed by the Service. The Service stores all the files that it stores and manages for You in the Google Drive account(s) that You will assign to AODocs when You deploy AODocs. You understand and acknowledge that You are solely responsible for obtaining the Internet access and all equipment necessary to use the Service, for appropriately configuring Your Google Apps account(s) and for allocating a sufficient number of accounts and sufficient Google Drive storage space to allow proper operation of the Service, as per the recommendation of Altirnao's technical support or product documentation. You also understand and agree that content you store through your use of the Service will be made available to Google as part of Google providing the Google Apps service. All fees associated with the foregoing shall be paid by You.

Modifications

To these Terms: Altirnao reserves the right to update and change the Terms of Service upon notice from time to time. You will be provided notice of any such modification by electronic mail or by the publishing of such on the website http://www.aodocs.com/terms-of-service. You may terminate your use of the Service if the Terms are modified in a manner that substantially affects your rights in connection with use of the Service. Your continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at http://www.aodocs.com/terms-of-service.

To the Service: Altirnao may make changes to the Service from time to time. Altirnao will notify you of any material changes or modifications. Any updates, upgrades, additions or new features to the Service, including the release of new tools and resources, shall be subject to these Terms and may require you to agree to additional terms and conditions.

Use of the Service

Access to Service: Access to the Service is only available to the Customer and the end users **("Users")** to whom Customer has purchased individual user licenses and granted access. Upon registration with Altirnao, Customer will specify the email address of a Google Apps account (the **"Account"),** which will be granted access to the Service. Customer is solely responsible for granting the Service access to Customer's Google Apps files and revoking such access when Customer ceases use of the Service. Customer is responsible for maintaining the confidentiality of Customer's password. Customer agrees not to share its password with anyone other than Users, let anyone else access its password or do anything else that might jeopardize the security of its password. Customer agrees to notify Altirnao if Customer's password is lost, stolen or disclosed to an unauthorized third party, if there is any unauthorized use of its password or Account, or if Customer learns of any other breach of security in relation to the Service. Customer is solely responsible for any and all activities that occur through the use of Customer's Account.

License to Customer: Subject to Customer's compliance with these Terms and the Google Acceptable Use Policy (available at https ://cloud.google .com/terms/aup), including, without limitation, Customer's payment of all applicable fees, Altirnao hereby grants Customer a limited, revocable, non-transferable non-exclusive, non-sublicensable license to access and use the Service, solely for Customer's own internal use, and not for timesharing, application service provider or service bureau use.

Customer is at all times fully responsible and liable for all acts and omissions by Users to whom Customer has granted access to the Service and Customer agrees to indemnify Altirnao for all claims and losses related to any such acts and/or omissions.

Each user license ordered by Customer is specific to the email address of only one User and, once granted to that User, may not be transferred or reassigned to any other user unless the User originally granted the license will no longer use the Service. Any such transfer or reassignment is permanent and Licensee shall not permit the original User to use the Service after such User's license has been used by a different User.

Altirnao reserves the right to terminate unpaid Accounts and Accounts that are inactive for a continuous period of ninety (90) days. In the event of any termination, all data associated with such Account will be deleted and Customer shall be responsible for revoking the Service's access to Customer's Google Apps domain data and files. Altirnao will provide Customer with prior notice of such termination and will send a data backup to Customer by email. In case of Accounts with more than one User, if at least one of the Users is active, the Account will not be considered inactive.

Restrictions on Use

Restrictions on Use of AODocs: In addition to all other terms and conditions contained herein, you shall not and shall not permit others to:

1. copy, modify, adapt, translate or otherwise create derivative works of the Service;
2. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service;
3. rent, lease, sell, assign or otherwise transfer rights in or to the Service;
4. remove any proprietary notices or labels from the Service;
5. use, post, transmit or introduce any device, software or routine which interferes or

attempts to interfere with the operation of the Service.

6. use the Service for spamming or any other illegal or unauthorized purpose or engage in illegal or deceptive trade practices; or

7. otherwise use of the Service in violation of any laws in your jurisdiction (including but not limited to copyright laws).

8. use the Service for High Risk Activities;

9. process or store any content on or through the Service that is subject to the International Traffic in Arms Regulations maintained by the Department of State.

10. if you are (or become) a Covered Entity or Business Associate, as defined in the Health Insurance Portability and Accountability Act **("HIPAA"),** use the Service for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless you have received prior written consent to such use from both Google and Altirnao.

11. use the Service as a way to circumvent your obligation to provision one Google Apps End User Account for each User.

This list of prohibitions provides examples and is not complete or exclusive.

Restrictions on Use of Google Apps: You understand and agree that your use of the Service requires the use of Google Apps. You agree that you shall not and shall not permit others to:

copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of Google Apps or any component thereof;

use the Google Apps or any component thereof for uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of Google Apps or any component thereof could lead to death, personal injury, or environmental damage;

sublicense, resell, or distribute Google Apps or any component thereof;

use Google Apps or any component thereof to create, train, or improve (directly or indirectly) a substantially similar product or service, including any machine translation engine;

access Google Apps or any component thereof in a manner intended to avoid incurring fees;

use Google Apps or any component thereof to operate or enable any telecommunications service or in connection with any application that allows end users to place calls to or to receive calls from any public switched telephone network; or

process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S Department of State or any other applicable law.

Altirnao reserves the right to suspend or terminate your access to Service with or without cause and with or without notice, for any reason or no reason, or for any action that Altirnao determines is inappropriate or disruptive to the Service or to any other user of this Service. Google may suspend your Google Apps account if: (a) your use of Google Apps is in violation of Google's Acceptable Use Policy, which could disrupt: (i) Google Apps; (ii) other users' use of Google Apps; or (iii) the Google network or servers used to provide Google Apps services; or
(b) there is unauthorized third party access to Google Apps.

You acknowledge and agree that Altirnao, in its sole discretion, with or without notice, may establish or revise from time to time general practices and limits concerning your use of the

Service, including without limitation, establishing the maximum number of Google Drive operations that can be done on your behalf in a given period of time. In addition, Altirnao may limit, without notice, the volume of e-mail forwarding or file downloading from the Service in response to unreasonable activity (such as spamming).

Altirnao may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Altirnao's discretion, Altirnao will cooperate with law enforcement agencies in any investigation of alleged illegal activity associated with the Service or on the Internet.

Unauthorized use of any trademarked, copyrighted or patented materials contained in the Service may violate certain laws and regulations.

You agree to indemnify and hold Altirnao and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) Altirnao or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of this Service or the use of Service by any person using your Account (including without limitation, Your Content (as defined below)) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third party.

Suspension

Altirnao reserves the right to suspend or terminate Customer's access to the Service with or without notice if Altirnao reasonably determines that:
(a) there is a threat or attack on the Service (including a denial of service attack) or other event that may create a risk to the Service, Altirnao, Customer, or any user of the Service;
(b) Customer's or its users' use of the Service or Customer Content disrupts or poses a security risk to the Service or any user of the Service, may harm Altirnao's systems, or may subject Altirnao or any third party to liability;
(c) Customer or any User is using the Service for fraudulent or illegal activities;
(d) Customer or any User is causing performance disruptions in the Service or in Google Drive by using the Service in a way that is not recommended in the performance guidelines published in the Service's documentation or by ignoring performance recommendations provided by Altirnao's technical support;
(e) subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding;
(f) Customer or any User is using the Service or other Altirnao property in breach of this Agreement;
or (g) Customer is in default of its payment obligations hereunder (collectively, "Service Suspensions"). Altirnao will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer, and to provide updates regarding resumption of Customer's access to the Service following any Service Suspension.

Subscription terms

Customer agrees to pay the subscription fee applicable to Customers and its Users use of the Service. Such fees will be paid on a periodic basis as agreed to Altirnao or to your Altirnao reseller as agreed when you registered for the Service.

In case of non-payment for any reason (including, if applicable, Altirnao's inability to charge your credit card or other payment method for any reason) or any violation of these Terms, Altirnao shall be entitled – without liability – to immediately suspend Customer's and Users' access to the Service. If you purchase your license to use the Service from Altirnao, you hereby expressly agree that Altirnao is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your use of the Service, or charge such fees to your credit card or other payment method designated on your initial registration with the Altirnao at regular intervals for the remainder of the term of these Terms. If you cancel your Account at any time, you will not receive any refund.

Customer agrees that Customer's paid use of the Service is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by Altirnao or any Altirnao reseller regarding future functionality or features.

Intellectual Property

Customer hereby acknowledges and agrees that, subject to the limited rights granted hereunder, Altirnao (or its licensors) own all legal right, title and interest in and to the Service, including, without limitation, any Intellectual Property Rights or other proprietary rights which exist in the Service (whether such rights are registered or unregistered, and wherever in the world those rights may exist) **("Our Technology").** For purposes of these Terms, "Intellectual Property Rights" means, on a worldwide basis, any and all now known or hereafter known (a) rights associated with works of authorship including copyrights and moral rights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patent rights and other industrial property rights, (e) intellectual and industrial property rights of every other kind and nature and however designated, whether arising by operation of law or otherwise, and (f) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter existing, made, or in force (including any rights in any of the foregoing).

Our Technology may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Technology. Nothing in these Terms of Use grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Service according to these Terms. Furthermore, nothing in these Terms of Use will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology. Certain of the names, logos, and other materials displayed on the Service constitute trademarks, trade names, service marks or logos **("Marks")** of Altirnao or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with and will inure to us or those other entities. To the extent indicated, any use of third party software provided in connection with the Service will be governed by such third parties' licenses and not by these Terms of Service. Furthermore, any comments, ideas and/or reports about the Service that you provide to us, whether in written or electronic form **("Feedback"),** shall be considered our proprietary and confidential information, and you hereby irrevocably transfer and assign to us all intellectual property rights embodied in or arising in connection with such Feedback, and any other rights or claims that you may have with respect to any such Feedback.

Ownership & Privacy

As between You and Altirnao, you retain all right, title and interest in any and all data, files, attachments, text, images, personally identifiable information, and other content that You and Your Users upload or submit to the Service (collectively, **"Your Content").** You may not upload, post or otherwise make available through the Service any material protected by copyright.

trademark, or any other proprietary right -without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third party, and the burden of determining whether any material is protected by any such right is on you. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all of Your Content. You represent and warrant that you have all rights, permissions and consents necessary (a) to make Your Content available on or through the Service, and (b) to grant Altirnao the limited rights to use Your Content set forth in these Terms.

You agree that Altirnao may use Your Content to provide the Service and its features, including by making it available for viewing, download and modification by other Users with access rights to Your Content. You hereby grant Altirnao a non-exclusive, perpetual, royalty-free, worldwide license (including the right to sublicense through multiple tiers) to access, use, reproduce, distribute, store, transmit, modify, adapt, reformat, publicly display, publicly perform and create derivative works of Your Content as required for the purpose of providing the Service to you.

You understand and agree that Altirnao does not have the ability to grant or revoke the Service's access to Customer's Google Apps domain data and files or other content and materials stored in Customer's Google Apps account. Therefore, You are solely responsible for granting the Service access to such Google Apps files and revoking such access when You cease use of the Service. Altirnao shall not be responsible and shall have no liability for any damages that result from Your failure to grant or revoke such access.

You understand and agree that Altirnao may, notwithstanding any provision of any separate nondisclosure agreement that may have been executed between You and Altirnao, distribute and disclose Your Content (a) to your Users, and (b) to Altirnao's service providers who act on Altirnao's behalf in providing the Service. Altirnao's use of any personally identifiable information you provide through the Service is governed by our Privacy Policy. Your use of the Service indicates your acceptance of the terms of our Privacy Policy. You can review the most recent version of our Privacy Policy at http://www .altirnao .com/pr ivacy-policy/ .

You hereby consent that, if You choose to become a paying customer of the Service, Altirnao may identify You as a Altirnao customer (using Your name and logo) and generally describe the products or services it provides to You in its promotional materials, presentations, and proposals to other current and prospective customers.

If you cancel your Service subscription, your information is no longer used and Altirnao will delete your Account and data associated with your Account within ninety (90) days of your cancellation. Please note, however, that some information like billing and subscription may remain with us for accounting and legal reasons.

Availability.

Altirnao will make the Service available to You in accordance with the Service Level Agreement available online at https://www.aodocs.com/sla (the **"SLA").** Altirnao does not make any representations or guarantees regarding uptime or availability of the Service unless specifically identified in the SLA. The Service may be unavailable at certain times as specified in the SLA, including during any unanticipated or unscheduled downtime or unavailability of all or any portion of the Service as a result of system failures or force majeure events.

Warranty Disclaimer

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE

OR NON-INFRINGEMENT. ALTIRNAO MAKES NO WARRANTY THAT (I) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (II) THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED (INCLUDING, WITHOUT LIMITATION, INTERRUPTIONS THAT OCCUR IN THE CONTEXT OF REGULARLY SCHEDULED MAINTENANCE); (III) ANY INFORMATION OR ADVICE OBTAINED BY YOU IN CONNECTION WITH THE SERVICE WILL BE ACCURATE OR COMPLETE; OR (IV) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO CUSTOMER.

Limitation of Liability

IN NO EVENT SHALL ALTIRNAO BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION), ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF ALTIRNAO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH ALTIRNAO RELATED TO ANY OF THE SERVICE SHALL BE TERMINATION OF SUCH SERVICE. IN NO EVENT SHALL ALTIRNAO'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS PARAGRAPH MAY NOT APPLY TO CUSTOMER.

Other Terms

These Terms, their interpretation, performance or any breach thereof, will be construed in accordance with, and all questions with respect thereto will be determined by, the laws of the State of California. Both parties hereby irrevocably submit any disputes under these Terms to the jurisdiction of the courts located in the State of California.

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Channel Foundation Agreement
U.S. Public Sector

1. INTRODUCTION

1.1 This Channel Foundation Agreement ("Foundation Agreement") specifies the terms and conditions agreed between CA and the Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time ("End User" or "Customer") as a foundation for their relationship as further defined in the applicable Modules. Ordering Activity understands and agrees that Ordering Activity's right to use the CA Offerings, ordered by Ordering Activity and submitted to CA by an Authorized CA Partner, is subject to Ordering Activity's compliance with this Foundation Agreement and the relevant Module for such CA Offering. The Foundation Agreement and the Module(s) incorporated into the GSA Schedule contract for the CA Offering(s) purchased by Ordering Activity will govern orders from an Authorized CA Partner for Ordering Activity's acquisition of the CA Offering and such terms shall remain binding upon both Ordering Activity and CA for that CA Offering absent mutual written agreement to the contrary.

1.2 Modules to this Foundation Agreement include the Channel Software Module, , Channel SaaS Module, Channel Hardware Appliance Module, and Channel Education Module.

2. DEFINITION

2.1 "Agreement" means this Foundation Agreement, the applicable Module, and License Metric for the applicable CA Offering, and any document incorporated expressly therein or incorporating the foregoing by reference.

2.2 "Authorized CA Partner" means an entity having a valid, current authorization from CA to market, offer and resell to Ordering Activity the right to use the CA Offering. Ordering Activity may find information regarding authorized CA Partners here: www.ca.com/partners.

2.3 "CA Offering" means the individual offering (such as software, services, software as a service etc.) made available by CA as defined in the Module and/or, License Metric.

2.4 "Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, that is exempt from disclosure under the Freedom of Information Act (FOIA), 5.U.S.C. §552(b) under one or more exemptions to that Act, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, CA Offerings, Documentation, and any benchmark data and results produced.

2.5 "Documentation" means the documentation, technical product specifications and/or user manuals, published by CA or any entity within CA group of companies (each a CA entity) that is made generally available with CA Offerings.

2.6 "License Metric" means the specific criteria for measuring the usage of the CA Offering (such as MIPS, CPUs, tiers, servers, or users).

2.7 "Module" means the additional terms and conditions applicable to the CA Offering.

2.8 "Parties" means individually and or collectively CA and or the Ordering Activity.

2.9 "Prime Contractor" means the entity contracting directly with the Ordering Activity, if other than an Authorized CA Partner.

2.10 "Term" means the period for which Ordering Activity is authorized to use the CA Offering as specified in CA's order with Ordering Activity's chosen Authorized CA Partner or the Prime Contractor.

3. ORDERING AND DELIVERY

3.1 This Agreement applies to each specific CA Offering purchased by Ordering Activity from an Authorized CA Partner or Prime Contractor. Use of the CA Offerings, or of this Agreement to procure CA Offerings, by Ordering Activity's Affiliates outside of the jurisdiction specified for Ordering Activity in the order between CA and the Authorized CA Partner or Prime Contractor is not permitted unless such Affiliate signs a participation agreement with CA to adopt and adhere to the terms of this Agreement.

3.2 CA will deliver or make available a CA Offering to Ordering Activity only upon, and in accordance with, CA's execution of an order with the Authorized CA Partner. Any terms that may appear on an Ordering Activity's purchase order (including without limitation pre-printed terms), or as part of Ordering Activity's order with an Authorized CA Partner or Prime Contractor, that conflict or vary from the terms and conditions of this Agreement shall not apply to CA and shall be deemed null and void unless otherwise required by law.

3.3 The CA Offering will be delivered by CA to Ordering Activity either by electronic delivery (ESD) or in tangible media in accordance with the terms of the GSA Schedule contract and the relevant purchase order. CA agrees to be responsible for all customs duties and clearances.

4. CONFIDENTIAL INFORMATION

4.1 The Parties agree that when receiving Confidential Information from the disclosing Party, that the receiving Party shall hold it in confidence and shall not disclose or use such information except as permitted under the Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and the receiving Party shall use Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving Party's employees, agents, financial advisors, contractors and attorneys on a need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.

4.2 The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.

4.3 For the purposes of the Agreement, Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

4.4 Nothing in the Agreement will (i) preclude CA from using the ideas, concepts and know-how which are developed in the course of providing any CA Offerings to Ordering Activity or (ii) be deemed to limit CA's rights to provide similar CA Offerings to other customers. Ordering Activity agrees that CA may use any feedback provided by Ordering Activity related to any CA Offering for any CA business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

4.5 To the extent permitted by the Federal Records Act, the receiving Party agrees, upon request of the disclosing party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.

4.6 For CA software (including code) and Documentation, and Ordering Activity's and/or CA's Confidential Information expressly designated in writing as perpetually confidential, the obligations of this section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. FEES

5.1 The Parties acknowledge and agree that all terms governing the fees, payments, payment schedules, pricing and discounts for the applicable CA Offering procured by Ordering Activity under this Agreement are and shall be between solely Ordering Activity and their chosen Authorized CA Partner or Prime Contractor.

6. TITLE

6.1 CA retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all CA Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7. WARRANTY

7.1 Each Party represents and warrants that it has the legal power to enter into the Agreement.

7.2 CA represents and warrants that it owns or otherwise has sufficient rights to grant Ordering Activity the rights defined in the Agreement.

8. INDEMNIFICATION

8.1 CA will indemnify any third party claims that Ordering Activity's use of the specific CA Offering licensed or purchased by Ordering Activity under this Agreement infringes any valid US patent or copyright within the jurisdictions where Ordering Activity is authorized to use the CA Offering at the time of delivery. CA may, at its option and expense: (i) procure for Ordering Activity the

right to continue to use the CA Offering; (ii) repair, modify or replace the CA Offering so that it is no longer infringing; or (iii) provide a pro-rated refund to the Authorized CA Partner of the fees paid for the CA Offering which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that CA is notified of the third party claim. If the CA Offering is CA Software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

8.2 CA shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the CA Offering except a modification by CA, (ii) if the CA Offering is not being used in accordance with CA's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a CA published update or patch, (iv) if the alleged infringement is a result of use of the CA Offerings in combination with any third party product, or (v) if the applicable fees due for the specific CA Offering have not been paid by Ordering Activity or Prime Contractor to its Authorized CA Partner. The indemnifications contained herein shall not apply and CA shall have no liability in relation to any CA Offering produced by CA at the specific direction of Ordering Activity. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CA REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO ORDERING ACTIVITY WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

8.3 CA shall indemnify Ordering Activity against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third party action alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortuous conduct on the part of CA.

8.4 The above indemnities are contingent upon: (i) Ordering Activity providing prompt notice of any claim of infringement and assistance in the defense thereof, (ii) CA's right to consult with Ordering Activity at any time and to intervene in the proceedings through CA's chosen counsel at CA's expense, provided that Ordering Activity shall not have the right to settle any claim requiring CA to make a payment or to admit liability without CA's prior written agreement , and (iii) Ordering Activity not taking any actions or failing to take actions that hinder the defense or settlement process.

9. LIMITATION OF LIABILITY

EXCEPT IN THE CASE OF A BREACH OF TITLE, INFRINGMENT OF CA'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY, OR OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY (INCLUDING ANY OF CA'S SUPPLIERS) SHALL BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF DATA BY USE OF ANY CA OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY, EXCEED THE FEES PAID AND OR OWED TO CA FOR THE THEN CURRENT INITIAL OR RENEWAL TERM FOR WHICH THE ORDERING ACTIVITY HAS PROCURED THE CA OFFERING OR AS FURTHER DEFINED IN THE MODULE. FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CA SHALL NOT INCUR ANY LIABILITY FOR DEATH OR BODILY INJURY TO ANY THIRD PARTY UNLESS THE SAME ARISES FROM THE INTENTIONAL OR GROSSLY NEGLIGENT ACT(S) OF CA. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

10. TERM & TERMINATION

10.1 This Foundation Agreement shall continue in effect unless otherwise terminated in accordance with this section or as required pursuant to Federal Acquisition Regulation (FAR) 52.212-4 "Contract Terms and Conditions- Commercial Items" sections (l) "Termination for the Government's Convenience" and (m) "Termination for Cause."

10.2 In the event Ordering Activity elects to terminate an order for its convenience prior to the expiration of the then current term, and such order includes licenses for CA Software, Ordering Activity shall also, within a reasonable period of time, delete all copies of such software from its systems, including copies stored for archival purposes and either destroy or return them to CA. The foregoing shall not apply, however, where such licenses were perpetual and Ordering Activity, at the time of such termination, has paid all associated perpetual license fees.

10.3 Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Foundation Agreement or the Agreement.

11. DISPUTE RESOLUTION

11.1 Prior to the initiation of formal dispute resolution procedures regarding any dispute, controversy, or claim arising out of the Agreement or interpretation thereof (a "Dispute"), the Parties shall first meet as often, and for such duration and as promptly as the Parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve it.

11.2 The provisions of paragraph 11.1 will not be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue equitable rights or injunctive remedies deemed reasonable necessary to protect its interests.

11.3 Disputes relating to the payments of fees, any third party products or services or otherwise relating to the terms and conditions of an order between an Authorized CA Partner and Ordering Activity, shall be between Ordering Activity and such Authorized CA Partner, or if applicable, between Ordering Activity and Prime Contractor, and Ordering Activity agrees that it shall have no right of contribution or other claim from or against CA by reason thereof.

12. GENERAL TERMS

12.1 **Amendments**. The terms of the Agreement may only be amended by mutual written agreement of the Parties.

12.2 **Force Majeure**. Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

12.3 **Order of Precedence**. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) the relevant Module and(3) this Channel Foundation Agreement. Notwithstanding this Order of Precedence, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

12.4 **Ordering Activity Data**. If Ordering Activity transfers any personal data to CA as a requirement pursuant to any CA Offering, then Ordering Activity represents that (i) it is duly authorized to provide personal data to CA and it does so lawfully in compliance with relevant legislation, (ii) CA and any entity within the CA group of companies (each a "CA entity") or its subcontractors can process such data for the purposes of performing its obligations and (iii) CA may disclose such data to any CA entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin. CA, Inc. is Safe Harbour certified and the CA Entities have committed to comply with relevant data protection/privacy legislation.

12.5 **Import Export**. Ordering Activity agrees that CA Offerings, Documentation, and or Confidential Information is subject to export controls of the United States of America and import controls of any other country in which such information may be used. Ordering Activity agrees to export, re-export or import such information only in compliance with such laws and controls.

12.6 **Announcements**. Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.

12.7 **Counterparts**. This Foundation Agreement and any Module, as applicable, may be signed in any number of counterparts by the Parties and each part shall be considered part of the whole and valid, legally binding document.

12.8 **Notice**. All notices hereunder shall be delivered to the other Party identified in the Agreement either personally, via certified mail, facsimile or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

12.9 **Headings**. The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

12.10 **Validity**. In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

12.11 **Third Parties**. This Agreement shall not create any rights in favor of, or any obligations owed by, any third party unless otherwise expressly defined in any Module. The Parties agree that any action arising from this Agreement shall solely be brought by Ordering Activity, the U.S. Government, or CA, unless otherwise permitted by law.

12.12 **Choice of Law**. To the extent that federal law is not dispositive of a dispute hereunder, the laws of the State of New York (excluding its conflict of laws provisions) shall govern the construction and enforceability of the Agreement.

12.13 **Survival**. Sections pertaining to Confidentiality, Title, Limitation of Liability, Termination, and Import Export shall survive termination of this Foundation Agreement.

12.14 **Entire Agreement**. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

Channel SaaS Module

U.S. Public Sector

1. INTRODUCTION

1.1. This Module for Software as a Service ("SaaS Module") specifies terms and conditions which apply to Software as a Service that CA will provide to Ordering Activity.

1.2. This SaaS Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this SaaS Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "Ordering Activity Data" means information stored in the SaaS database.

2.2. "Force Majeure Event" means an event of Force Majeure as defined in the Foundation Agreement and/or delays caused by an internet service provider or hosting facility that results in data center outages resulting from causes not within CA's control.

2.3. "ISO 27001" means an Information Security Management System standard published by the International Organization for Standardization (ISO). This particular standard specifies a management system that is intended to bring information security under explicit management control and mandates specific requirements when this standard is met.

2.4. "Production" means the "live" environment of SaaS provided to process data on a real-time basis.

2.5. "Production Availability" means, for purposes of measuring the Service Level, the aggregate number of minutes during the month in which the SaaS is available for Production access and use by Ordering Activity.

2.6. "SaaS" means the online version of the CA Software specified in the Authorized CA Partner's order with CA for access to and usage by its customers via a website(s) environment.

2.7. "SAS 70 Type II" means the standards used by an independent auditor that employs procedures, policies and controls of SAS 70 Type I to verify and validate that the organization is following those procedures regarding control objectives, activities and control over information technology, and related processes.

2.8. "SaaS Support" means support of the underlying CA software so it operates materially in accordance with the Documentation.

2.9. "Sandbox" means a development or test environment that is not Production.

2.10. "Scheduled Downtime" means planned downtime of SaaS availability where CA provides notice to Ordering Activity at least 72 hours in advance.

2.11. "Service Level" means as described in the section entitled: Service Level Commitments.

2.12. "Subscription Term" means the period of the Ordering Activity's subscription to the SaaS as specified in the Authorized CA Partner's order with CA.

2.13. "Users" means the number of individuals authorized to access and use of SaaS by Ordering Activity and who have been provided user identifications and passwords by Ordering Activity (or by CA at Ordering Activity's request), measured by CA on an aggregate monthly basis by the amount of User Logins. Users may include Ordering Activity and Affiliate's employees and independent contractors that agree to be bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Ordering Activity and not a third party.

2.14. "User Logins" means the initial and standard login screen where a User is required to enter its user ID and the password.

3. SAAS OFFERING

3.1. CA shall provide SaaS to Ordering Activity during the Subscription Term directly or through a third party SaaS provider in accordance with the terms of the Agreement.

3.2. CA hereby provides Ordering Activity a non-transferable and non-exclusive right to access and use SaaS for the sole purpose of supporting its internal business use. A new User may replace a former User who no longer requires access to, or use of, the SaaS. Users may be Ordering Activity employees, Ordering Activity third party consultants, contractors or agents, which third parties may

access and use the SaaS solely for the benefit of Ordering Activity's internal business purposes in accordance with the provisions of this Agreement.

3.3. Ordering Activity acknowledges and agrees that in order for CA to effectively provide SaaS, Ordering Activity may be required to provide necessary information and shall not delay, prevent or interfere with CA's provision of SaaS.

4. FEES & RENEWAL

4.1. Ordering Activity may access SaaS for solely the number and type of Users specified in the Authorized CA Partner's order with CA. Additional Users, or an additional SaaS offering, if available, shall require Ordering Activity to procure with CA or an Authorized CA Partner (whether directly or through a Prime Contractor) for such users or offering. Unless otherwise agreed by CA, (i) additional Users may be purchased only in increments of 50 Users; and (ii) such additional User subscriptions shall be coterminous with the expiration of the Subscription Term.

4.2. CA may with notice prior to any renewal, replace the Ordering Activity ordered SaaS with replacement, underlying software that is generally available to customers with alternative, materially similar, functionality.

4.3. The fees for SaaS subscription are not contingent upon the delivery of any future functionality or features of the CA Software.

5. ORDERING ACTIVITY DATA

5.1. Ordering Activity exclusively owns all rights, title and interest in and to all Ordering Activity Data. Ordering Activity Data shall be considered to be Confidential Information under the Agreement. CA shall not access Ordering Activity's User accounts, or Ordering Activity Data, except (i) in the course of data center business operations if required, (ii) in response to SaaS or technical issues or (iii) at Ordering Activity's specific request as reasonably required in the provision of SaaS. CA will segregate Ordering Activity's Data from other customers' data.

5.2. CA operates and maintains a disaster recovery procedure. In case of a Force Majeure Event, Ordering Activity acknowledges and agrees that Ordering Activity Data may not be recoverable and accepts responsibility for re-entry of such data.

5.3. Ordering Activity Data will be returned to the Ordering Activity at the end of the Subscription Term or at the termination of the SaaS subscription in the manner described in the SaaS Documentation.

6. SECURITY

6.1. CA shall adhere to SAS 70 Type II audit compliance criteria and data security procedures which meet ISO 27001 status during the Subscription Term.

6.2. CA shall comply with CA's security policy and procedures, which policies and procedures are designed to provide and maintain commercially reasonable safeguards against the destruction, loss or alteration of, or unauthorized access to or use of the Ordering Activity Data in CA's possession or control and which safeguards are, at a minimum, no less rigorous than those maintained by CA for its own information of a similar nature.

6.3. Ordering Activity Data shall be stored pursuant to CA's data security procedures, which shall be provided to Ordering Activity upon request. Except as required herein, CA will not be responsible for any unauthorized access to, or alteration, theft or destruction of Ordering Activity Data, unless caused as a result of CA's negligence or intentional misconduct, in which case restoring or recovery of Ordering Activity Data shall be limited to the most recent back-up of Ordering Activity Data. CA is not responsible for loss of Ordering Activity Data arising from Ordering Activity's: (i) transmission of data in contravention of the User Guide; or (ii) failure to act on any CA provided communication.

6.4. CA shall comply with the applicable EU member states' implementation of the Directive 95/46/EC ("Directive") governing the processing of personal data as defined specifically in the Directive and CA, Inc. is Safe Harbour certified.

6.5. Ordering Activity or an independent third party may audit CA's operations within the applicable data center to verify CA's compliance with the security and technical provisions defined in this Module. The audit may take place, no more than once annually, upon thirty (30) days prior written notice subject to Ordering Activity or its independent third party having executed a CA confidentiality agreement and stating the purpose and scope of the request. Such audit shall be conducted during normal business hours in a manner that does not disrupt business operations.

7. INITIATION AND SUPPORT PROCESSES

7.1. The following processes apply to the SaaS:

i. CA will send an email to Ordering Activity's technical contact identified in the Authorized CA Partner's order with CA setting out the SaaS URL(s) and other information necessary for initial use of the SaaS. Ordering Activity shall provide information as requested within 7 days of receiving the email.

ii. Customer will utilize the CA Support website, or other site or notification mechanism as CA may designate from time to time, to notify CA of SaaS availability issues, request other in-scope technical support assistance, or for Customer's to provide feedback or approvals on requests as applicable.

8. SAAS SUPPORT

8.1. The Ordering Activity shall be provided with SaaS Support during the Subscription Term.

8.2. For any SaaS Support requests, Ordering Activity should be prepared to provide to SaaS Support personnel, all pertinent information, in English, including but not limited to, Ordering Activity number or site identification number, incident severity, SaaS/software name, area of SaaS (Production or Sandbox), incident description, and a technical contact familiar with Ordering Activity's environment or the problem to be solved. Ordering Activity must use reasonable efforts to communicate with CA in order to verify the existence of the problem and provide information about the conditions under which the problem could be duplicated.

8.3. Upon receiving Ordering Activity's technical contact information, SaaS Support will be provided in a timely and professional manner by qualified support engineers as defined below:

i. Access to CA help desk and the ability to open and manage support incidents via CA support online or by telephone.

ii. Production environment support: 24x7 for severity 1 incidents; normal business hours for severities 2-4.

iii. Sandbox environment support: Normal business hours for incidents of all severities.

iv. Access to CA support website (currently: http://support.ca.com) for 24x7x365 online support and access to CA software product and documentation, global user communities and regional user groups, FAQs, samples, webcast recordings and demos, usage tips, technical updates and HYPER notifications, as such are made available by CA.

v. Interactive remote diagnostic support allowing CA support engineers to troubleshoot an incident securely through a real-time browser-based remote control feature.

vi. Additional support such as file storage, point in time backup, periodic file refresh and basic reporting may be available at CA's discretion according to the SaaS provided.

Any additional support requirements are only by prior written agreement with CA.

8.4. In order to respond to an issue raised through SaaS Support, CA may request Ordering Activity to upgrade to appropriate operating systems and or third party applications as required in order to properly operate and access the SaaS offering. Any such upgrades or installations shall be at the Ordering Activity's sole option and discretion. The costs associated with any upgrades required and any such installations are not included as SaaS Support and all such costs shall be the responsibility of the Ordering Activity.

9. ORDERING ACTIVITY RESPONSIBILITIES

9.1. Ordering Activity is responsible for all activities that occur in, or are related to, User accounts including the data, information stored or transmitted when accessing SaaS.

9.2. Because Ordering Activity may integrate or utilize third party links to other software, hardware or other service which are associated with, or otherwise available through SaaS, Ordering Activity agrees that it and its Users shall use such third party links in their sole discretion. CA shall have no responsibility or liability with respect to such third party links used by Ordering Activity's or Users' or for any act or omission of any such third party provider.

9.3. Ordering Activity shall not: (i) make SaaS available to any third party not authorized, other than to Users or as otherwise contemplated by this Agreement; (ii) send or store code that can harm or result in damage to the SaaS offering (including but not limited to malicious code and malware); (iii) wilfully interfere with or disrupt the integrity of SaaS or the data contained therein; (iv) attempt to gain unauthorized access to the SaaS or its related system or networks; (v) use SaaS to provide services to external end users and or to process data other than Ordering Activity's as an outsourcer, service bureau or consultant without written permission provided by CA.

10. WARRANTY

10.1. CA warrants that (i) SaaS shall perform materially in accordance with the applicable SaaS Documentation and (ii) that SaaS will be available online according to the performance levels described in the Service Levels defined in this SaaS Module.

10.2. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA AND CA MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE EQUIPMENT OR THIRD PARTY SOFTWARE WHICH CA MAY USE TO PROVIDE THE SAAS.

10.3. Ordering Activity warrants that (i) it has the right to transmit any data or information as may be required for the purposes of accessing SaaS (ii) it will ensure compliance to the Agreement by itself and its Users and (iii) it is responsible for all activities that occur in User accounts, (iv) it shall not misuse SaaS through sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material that is harmful to children or violates third party privacy rights.

11. WARRANTY REMEDY

11.1. In the event of a breach of the Warranty by CA, CA may in consultation with Ordering Activity (i) use reasonable efforts consistent with industry standards to cure the defect as defined in CA Support process outlined in this SaaS Module and or (ii) Ordering Activity may exercise its rights to termination as defined under the Service Level Commitment section below and qualify for a refund as defined therein and or (iii) mutually agree with Ordering Activity to terminate the subscription and provide a pro-rata refund to the Authorized CA Partner calculated on the number of months left remaining on the Subscription Term. Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by CA, (ii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

12. SERVICE LEVEL COMMITTMENT

12.1. Service Levels: The following Service Levels will apply to the applicable SaaS offering during the applicable Subscription Term:

i. Production Availability of SaaS 99.5% on a monthly basis. If Production Availability falls below 99%, it shall be considered a minor failure; and if Production Availability falls below 98%, it shall be considered a major failure.

12.2. Ordering Activity will be provided monthly electronic reports regarding Service Levels and follow the procedure set out below:

i. CA will investigate missed Service Levels through determining the root cause of the issue then using commercially reasonable efforts to correct the issue and advising Ordering Activity as reasonably requested by Ordering Activity of the status of efforts being undertaken with respect to the issue;

ii. Provide Ordering Activity reasonable evidence to Ordering Activity that the cause of the issue is being corrected or will be corrected and

iii. In the event of a minor failure, Ordering Activity is entitled to 2 additional days of the applicable SaaS offering at no additional charge. In the event of a major failure, Ordering Activity is entitled to 5 additional days of the applicable SaaS offering at no additional charge.

12.3. Pursuant to FAR 52.212-4(l), Ordering Activity may terminate for convenience its subscription to SaaS without incurring any additional charges or termination fees. In the event of such termination for convenience CA shall refund to the CA Authorized Partner that portion of the fees paid which have not yet been applied towards SaaS as of the effective date of termination. Any such refund herein shall be Ordering Activity's sole and exclusive remedy under this SaaS Module with respect to CA only and CA shall have no further liability arising out of the applicable SaaS subscription, and shall not impact termination of any other Module or the Foundation Agreement. This section does not limit the rights or remedies of the Ordering Activity under FAR 52.212-4(m), Termination for cause.The following events shall be excluded from the calculation of any Service Level failures: (i) Force Majeure Event; (ii) outages due to Scheduled Downtime such as upgrading data center infrastructure; (iii) outages based on Ordering Activity networks or domain name server issues; (iv) Ordering Activity's configuration, scripting, coding; (v) internet outages; (vi) Ordering Activity outages requested by Ordering Activity (vii) Ordering Activity changes to its environment which hinder SaaS production and (viii) inability for Ordering Activity to log in due to use of Lightweight Directory Access Protocol (LDAP) to control authentication.

13. NIMSOFT SaaS

13.1. The following sections of this Module are not applicable to Nimsoft Saas transactions:

i. 2.2;

ii. 2.3;

iii. 2.7;

iv. 5.2;

v. 6.1;

vi. 6.5 and

vii. 12.2;

13.2. The following sections of this Module are modified or added as follows for Nimsoft SaaS (On-Demand) transactions to the extent consistent with U.S. Federal law:

i. Section 7.1 ii: "Ordering Activity will utilize the **Nimsoft** CA Support website, or other site or notification mechanism as CA may designate from time to time, to notify CA of SaaS availability issues, request other in-scope technical support assistance, or for Ordering Activity to provide feedback or approvals on requests as applicable."

ii. Section 8.1: "The Ordering Activity shall be provided with SaaS Support pursuant ot the terms of http://www.nimsoft.com/content/dam/nimsoft/documents/un-secure/agreements/nimsoft-us-support-agreement.pdf during the Subscription term."

iii. Section 10.1: "CA warrants that (i) SaaS shall perform materially in accordance with the applicable SaaS Documentation for a period of 60 days from the commencement of the Term and (ii) that SaaS will be available online according to the performance levels described in the Service Levels defined in this SaaS Module.

iv. Add the following as Section 15:

"15. **REPORTING AND AUDIT**

Reports. Ordering Activity agrees to prepare and submit monthly reports to the Authorized CA Partner and CA that shall include, without limitation, information detailing the use of SaaS pursuant to the license metrics applicable to SaaS ("Report"). Ordering Activity shall submit each Report to the Authorized CA Partner and CA on the fifteenth day of each calendar month.

Overage. If the Report shows the Ordering Activity has exceeded the Authorized Use Limitation at any time during a month, such Report shall constitute a basis for a claim to the relevant Contracting Officer pursuant to the Contract Disputes Act and FAR 52.233-1. In no event may the SaaS quantity be lowered below the original numberordered.

14. **GENERAL TERMS**.

14.1. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this Channel SaaS Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

Channel Hardware Appliance Module
U.S. Public Sector

1. INTRODUCTION

1.1. This Module for the Hardware Appliance ("Hardware Appliance Module") specifies terms and conditions which apply to the Hardware Appliance which CA will provide to Ordering Activity.

1.2. This Hardware Appliance Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this Hardware Appliance Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "Hardware" means a single CA-supplied third party physical server or device.

2.2. "Hardware Appliance" means Hardware that is bundled with and operates the CA Software licensed by Ordering Activity and pre-installed on the Hardware.

3. APPLIANCE OFFERING

3.1. CA shall provide the Hardware Appliance specified in the Authorized CA Partner's order with CA.

3.2. The terms for license and support for the underlying CA Software is covered separately under the Software Module.

4. FEES

4.1. Ordering Activity may order Hardware Appliance with, and pay the associated fees and other charges to an Authorized CA Partner or Prime Contractor. CA will deliver to Ordering Activity the Hardware Appliance specified in the Authorized CA Partner's order with CA.

4.2. Upon CA's receipt of payment from the Authorized CA Partner, Ordering Activity will own the Hardware free of any liens or encumbrances.

5. WARRANTY

5.1. Upon the purchase of a Hardware Appliance, CA will pass through to the Ordering Activity the applicable Hardware warranty. Such warranty will be provided for a period of twelve (12) months or more depending on the type of Hardware Appliance purchased. A copy of the applicable third party support warranty coverage is available under the "Get Support" section of CA's Support website located at https://support.ca.com.

6. WARRANTY REMEDY

6.1. To address a warranty issue on the Hardware, CA will provide Ordering Activity telephone assistance to access the third party Hardware support to address support issues with the Hardware.

6.2. Except for procuring third party warranty coverage for the Hardware as described above, the Hardware is provided on an "AS IS" basis and CA makes no warranties, and disclaims any and all express or implied warranties (including but not limited to warranties of merchantability or satisfactory quality or fitness for a particular purpose), with respect to the Hardware. None of the warranties specified in the Foundation Agreement or any other agreement shall apply to the Hardware.

7. ORDERING ACTIVITY REQUIREMENTS

7.1. Ordering Activity is solely responsible for use of the Hardware, including assuring proper supported environment configuration, CA software installation, and operating methods in accordance with the Hardware specifications and Documentation.

7.2. CA will not support modifications to the Hardware nor will it support the Hardware if Ordering Activity fails to comply with the terms of the Agreement to the extent such failure causes the Hardware's failure to perform in substantial accordance with the applicable Hardware documentation.

7.3. CA shall have no obligation to replace the Hardware, or provide additional hardware, in cases where future Versions or Releases (as such terms are defined in the Software Module) of the CA Software require an upgrade of or addition to such Hardware.

8. GENERAL TERMS

8.1. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this Channel Hardware Appliance Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase

order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

1. INTRODUCTION

1.1. This Module for Education ("Education Module") specifies terms and conditions which apply to Education that CA will provide to Ordering Activity.

1.2. This Education Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this Education Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "Attendees" mean the participants authorized by Ordering Activity to attend or participate in the Education offerings as indicated in the Transaction Document.

2.2. "Course Materials" means any Education content provided to Ordering Activity in any media form pursuant to a Transaction Document, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by CA or a CA subcontractor.

2.3. "Education" means any standard or customized education offerings, training or instruction, or related services, provided by CA or a CA subcontractor in any format or location, including without limitation, (i) instructor led training, including at CA or Ordering Activity site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing, at a CA or third party training facility.

3. EDUCATION OFFERING

3.1. CA shall provide the Education as specified in the Authorized CA Partner's order with CA.

3.2. CA may require the registration or pre-registration of Attendees in order to attend or access the applicable Education. Ordering Activity acknowledges that CA reserves the right to refuse entry or access to any individual that cannot authenticate their registration or authorization for such Education.

4. FEES AND CANCELLATION

4.1. The Parties acknowlede and agree that all terms governing the fees, payments, payment schedules, pricing and discounts for the applicable CA Offering procured by Ordering Activity under this Agreement are and shall be between solely Ordering Activity and their chosen Authorized CA Partner or Prime Contractor.

4.2. If CA cancels a class due to unforeseen circumstances, or low enrollment, CA will provide as much advance notice as possible but no less than ten (10) business days prior to the class in which case Ordering Activity may reschedule the class to an alternative time.

4.3. Cancellation in writing by Ordering Activity must be provided at least ten (10) business days prior to the class. If such notice is not given CA may charge Authorized CA Partner up to 100% of the fees for the class. If fees are pre-paid, no refund will be provided to the Authorized CA Partner

4.4. Neither party shall be liable for any travel related fees or expenses incurred by the other party in relation to Education which such party has properly cancelled in compliance with this section.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. CA grants to Ordering Activity, a non-exclusive, non-transferable license to use the Course Materials for the internal use of the Ordering Activity, but limited to the specific Attendees and subject to terms of the Agreement. Ordering Activity shall be responsible for all use of the Education and Course Materials by its Attendees.

6. WARRANTY

6.1. If CA provides an instructor, the delivery of the Course Offering shall be provided in a professional, workman-like manner.

6.2. EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA.

7. WARRANTY REMEDY

7.1. In the event of a breach of the Warranty section, Ordering Activity's remedy shall be, at CA's discretion and in consultation with Ordering Activity, to re-perform the Education at no additional charge to the Ordering Activity. These remedies are contingent upon the alleged breach not resulting from Ordering Activity's failure to abide by its obligations or to conform to the Course Materials.

8. GENERAL TERMS

Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this Channel Education Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

1. INTRODUCTION

1.1. This Module for CA Software ("Software Module") specifies terms and conditions which apply to CA Software that CA will license to Ordering Activity and the Support that applies.

1.2. This Software Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITION

2.1. "Access" means use of CA Software remotely by an Authorized End User.

2.2. "Authorized End Users" means Ordering Activity as well as its employees and support contractors (but excluding any outsourcer, facilities management providers, managed service provider, or application service provider) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Ordering Activity and not a third party.

2.3. "Authorized Use Limitation" means the quantity of the CA Software authorized by CA in accordance with the License Metric specified in the order between CA and the Authorized CA Partner.

2.4. "CA Software" means the computer software programs, either provided individually or packaged as a software appliance, made generally available and licensed to a Ordering Activity under this Module, including all Versions, Releases, provided as part of Support if applicable.

2.5. "Distributed" means the CA Software designated as distributed that is generally used for indepedent usage across individuals systems or hardware based on the Licensed Metric in a decentralized form of computing.

2.6. "Mainframe" means CA Software designated as mainframe that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the Licensed Metric in a centralized form of computing.

2.7. "Maintenance" means the provision of new Releases made available while on active Support or new Versions if applicable to the generally available CA Software licensed by Ordering Activity.

2.8. "Perpetual License" means a license to use CA Software for an indefinite period subject to compliance with the Agreement.

2.9. "Release" means a general available release of a CA software product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Release is tied to the preceding Version and is typically designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

2.10. "Subscription" or "UMF" (Usage and Maintenance Fee) license means a license to use CA Software for a specific period of time which shall include Support unless otherwise specified by CA in its order with the Authorized CA Partner.

2.11. "Support" means the provision of technical support and Maintenance provided for a particular CA Software as specified in the Authorized CA Partner's order with CA.

2.12. "Territory" is the location where Ordering Activity is authorized to install the CA Software as specified in the Authorized CA Partner's order with CA or the Prime Contractor.

2.13. "Version" means a release of a CA Software Product that contains major changes in software product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and service Packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

3. SOFTWARE OFFERING & OBLIGATIONS

3.1. CA grants the Ordering Activity a limited, non-exclusive, non-transferable license, for the Term:

3.1.1. install and deploy the CA Software in the Territory up to the Authorised Use Limitation.

3.1.2. permit its Authorized End Users Access to the CA Software for Ordering Activity's and Affiliates' internal business wherever located. Ordering Activity hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Ordering Activity.

3.1.3. make a reasonable number of copies of the CA Software for disaster recovery "cold standby", backup and archival purposes. Use of such copies is limited to testing Ordering Activity's disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Ordering Activity cannot operate the CA Software.

3.1.4. relocate CA Software to a new Ordering Activity location within the Territory upon prior written notice.

3.2. The specifications and specified operating environment information of the CA Software may be found in the Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file).

3.3. Upon request by CA, Ordering Activity agrees to provide records reasonably requested by CA to verify its compliance with the Authorized Use Limitation during the period in which Ordering Activity is licensed to use the CA Software and for a period of twelve (12) months after expiration including certified copies of statements or records as applicable. Such reports will be based on the License Metric for the CA Software ordered for Customer by CA.

3.4. The grant of license is contingent upon Ordering Activity's compliance with the following obligations set out under this provision: Ordering Activity agrees, that it shall not: (i) access or use any portion of the CA Software not expressly authorized by CA or the Documentation of the CA Software; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the CA Software; (iii) modify, unbundle, or create derivative works of the CA Software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the CA Software or use the CA Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy of the CA Software or Documentation; (vi) use the CA Software beyond the Authorized Use Limitation.

3.5. CA reserves the right, on reasonable notice to the Ordering Activity and subject to any security measures the Ordering Activity deems appropriate, to conduct an audit remotely or onsite of Ordering Activity and/or its Affiliates facilities to verify Ordering Activity's compliance with the terms of the Agreement. CA agrees that such audit shall be conducted during regular business hours at Ordering Activity's offices and CA shall endeavor to conduct such audit so as not to interfere unreasonably with Ordering Activity's activities and/or use an independent third party to conduct the audit subject to terms of non-disclosure if required.

3.6. All rights not specifically granted hereunder are expressly reserved.

4. SUPPORT OFFERING

4.1. If Support is purchased by Ordering Activity, CA will provide Ordering Activity with technical support for the CA Software, according to the Support specified in the Authorized CA Partner's order with CA, to operate according to the Documentation, help desk support and Maintenance for the CA Software based on Support guidelines as described on http://www.support.ca.com.

4.2. In order to initiate an issue, Ordering Activity will provide CA sufficient information so that CA can provide assistance to Ordering Activity in a timely manner.

4.3. CA will provide a minimum of twelve months prior written notice to Ordering Activity if CA ceases to provide new Versions or Releases for a CA Software product.

4.4. CA will renew Support for Ordering Activity's use of the CA Software upon its acceptance of an order with an Authorized CA Partner for such Support.

5. THIRD PARTY TERMS

The CA Software may contain third-party software components. Ordering Activities are advised to review any additional terms, notices, and/or information applicable to third-party software components, which are available at https://support.ca.com/prodinfo/tpterms.

6. PERFORMANCE WARRANTY

6.1. For Distributed Software. CA warrants that the CA Software will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the CA Software to Ordering Activity subject to Ordering Activity's compliance with the Agreement.

6.2. For Mainframe Software. CA warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Ordering Activity's compliance with the Agreement.

7. PERFORMANCE WARRANTY REMEDY

7.1. If CA has breached either warranty set forth in the section entitled: Performance Warranty, Ordering Activity's remedy is for CA to, in consultation with Ordering Activity, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the CA Software(s) with one that materially complies with the Documentation, or (iii) mutually agree to terminate the license

and provide a pro-rata refund to the Authorized CA Partner of the license fees paid and or Support fees. If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the CA Software is licensed under a Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years.

7.2. Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by CA, (ii) the CA Software is not modified and is being used in accordance with CA Documentation, and (iii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

7.3. **THE ABOVE WARRANTIES ARE THE SOLE WARRANTIES PROVIDED BY CA. NO OTHER WARRANTIES, INCLUDING THAT THE CA SOFTWARE IS ERROR FREE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA.**

8. ACCEPTANCE

8.1 All CA Software is deemed accepted upon issuance of an order to CA from CA Authorized Partner.

9. VIRTUALIZATION

When CA Software is used on multiple machines (physical and "virtual"), each such use of the CA Software shall be counted for the purposes of determining the Authorized Use Limitation for that CA Software. A "virtual" PC or server environment is created where Virtual Machine Technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously.

10. NEW PRODUCT LANGUAGE AND DISTRIBUTED CA SOFTWARE EXCLUSION

10.1 In addition to and separate from unspecified upgrades and enhancements to be provided as maintenance under the initial Term specified in the order with Authorized CA Partner (together with any extension(s) or renewal(s) thereof, the "Term" for purposes of this section), in the event CA develops a new release of a mainframe CA Software that it designates and makes generally available as a new product (typically containing new functions in addition to or different from existing functionality (a "New Product"), then upon CA's receipt of Ordering Activity's written request and without additional charge, such currently unspecified mainframe New Product shall be made available for use by the Ordering Activity during the Term, on the same basis as applies to such mainframe CA Software, even if CA then determines to charge a separate license fee for the mainframe New Product to CA's other licensees.

10.2 Such rights shall not extend to any Hardware provided under this Agreement. Notwithstanding anything to the contrary in the Agreement by and between the parties hereto (i) the Distributed CA Software herein shall not be construed as a "New Product" for the purposes of any prior agreement between the parties; and (ii) the provisions of any "New Product" provision in any prior agreement shall not apply to the distributed CA Software herein or any subsequent license for CA Software.

11. NIMSOFT ON PREMISE

11.1. **The following terms are modified or added for all Nimsoft transactions to the extent consistent with U.S. Federal law:**

11.1.1. **Section 2.4**: "Nimsoft Software" means the computer software programs, made generally available and licensed to a Ordering Activity under this Module, including all Versions, Releases, provided as part of Support if applicable."

11.1.2. **Section 4.1: "**If Support is purchased by Ordering Activity, CA will provide Ordering Activity with technical support for the Nimsoft Software, according to the Support specified in the Authorized CA Partner's order with CA, to operate according to the Documentation, help desk support and Maintenance for the Nimsoft Software pursuant to the following: http://www.nimsoft.com/content/dam/nimsoft/documents/un-secure/agreements/nimsoft-us-support-agreement.pdf."

11.1.3. **Add as Section 15: "15. REPORTS.** Ordering Activity agrees to prepare and submit monthly reports to the CA Authorized Reseller and CA that shall include, without limitation, information detailing the use of the Nimsoft Software pursuant to the license metrics applicable to the Software ("Report"). Ordering Activity shall submit each Report to CA Authorized Reseller and CA on the fifteenth day of each calendar month."

11.1.4. **Add as Section 16:** "**16. OVERAGE**. If the Report shows the Ordering Activity has exceeded the Authorized Use Limitation at any time during a month, such Report shall constitute the basis for a claim to the relevant Contracting Officer pursuant to the Contract Disputes Act and FAR 52.233-1. In no event may the Perpetual License or Subscription License quantity be lowered below the original number ordered."

12. GENERAL TERMS

12.1. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this

Channel Software Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

Attachment A to Channel Software Module
Definitions and License Metrics

APPLICABILITY

The following definitions and License Metrics shall apply to the CA Software licensed by Ordering Activity to the extent such terms and/or CA Software are included in Ordering Activity's agreement with Authorized CA Partner or Prime Contractor:

Arcot

"Tier Servers" means single server of any tier up to and including Tier 9 Server. "Server" shall designate a specialized computer or a serial of processors assigned to store and to distribute information to and from Customer's personal computer (workstations). Linked to a company network, it enables a shared access to the files and a printing service support. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis.

CA Access Control Premium Edition

"Managed Device" means a virtual or physical machine to which the CA Software controls access.

CA Access Control Privileged User Password Management (PUPM)

"Managed Device" means a virtual or physical system or application whose privileged account passwords are being managed by the CA Software, including but not limited to operating system instances, databases, applications, Command Line Interface Software Development Kits, Open Database Connectivity/Java Database Connectivity applications, Windows services and managed tasks, and managed configuration files. When CA Software is used (i) in connection with a Managed Device or (ii) in connection with a virtual or physical system or application that leverages or interoperates with a Managed Device (a "Password Consumer System or Application"), each such use of the CA Software shall be counted for the purposes of determining the Authorized Use Limitation.

CA Automation Suite for Data Centers

A "Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores. CA Configuration Automation program is included in the delivery of CA Automation Suite for Data Centers for use in server environments managed under CA Automation Suite for Data Centers license. Use of this program with server environments not managed by CA Automation Suite for Data Centers requires a separate license for additional fees. Systems Performance for Infrastructure Manager (SystemEDGE) and Virtual Assurance for Infrastructure Manager AIMS components are included in the delivery of the CA Automation Suite for Data Centers for use only with this product. Use of these components with other CA products requires a separate license for additional fees.CA IT Client Management solution consists of CA Software Delivery, CA Asset Management, CA Remote Control programs and is included in the delivery of the CA Automation Suite for Data Centers. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.CA Asset Intelligence and CA Patch Manager programs are included in the delivery of the CA Automation Suite for Data Centers. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.CA Process Automation program is included in the delivery of CA Automation Suite for Data Centers. CA Process Automation includes two Orchestrators, all non-Premium Connectors, unlimited Agents and 75 Concurrent Processes per Orchestrator. Additional Orchestrators and Premium Connectors are available as an add-on option at additional cost. "Agent" means a single installation of the agent software component of the CA Process Automation program on a specific operating system which can be identified as unique host identification on a physical or virtual hardware server. "Orchestrator" means a single installation of the Orchestrator software component of the CA Process Automation program on a specific operating system which can be identified as unique host identification on a physical or virtual hardware server. This installation can be a stand-alone Orchestrator or as a node of a new or existing clustered Orchestrator. "Connector" is the software program connecting the CA Process Automation program with specific named third party software or other CA software. For example, CA Process Automation Connector For CA Service Desk connects CA Process Automation with CA Service Desk. Each Connector may only be used to connect the CA Software with the specific named third party software or CA software program. "Premium Connector" means a Connector identified by CA in the Order Form. "Process instance" means a single copy of a Process definition that has been scheduled to run (Queued state), is running (Running state), or has completed running (Failed or Completed state) on a particular "Orchestrator".



"Concurrent Processes" means the number of CA Process Automation Process instances that are marked in the Running state within an Orchestrator at any given time.

CA AutoSys Workload Automation

"Instance" means the number of copies of CA AutoSys Workload Automation installed in your physical and/or virtual environment.

CA Clarity Project & Portfolio Manager

"CA Software" means the CA Clarity Project and Portfolio Manager (also known as CA Clarity PPM). CA Clarity PPM is licensed by Environment and the number of Users (Manager, Team Member or Viewer). Customer is granted the right to install and use CA Clarity PPM in not more than three (3) Environments, of which only one (1) may be a production Environment. An "Environment" can consist of any or all of the following, provided that all of the servers in the Environment function as one logical Environment: one or more application servers, search servers, report servers, background servers, and/or database servers. Typical examples of Environments include production Environments, development Environments and test Environments. A production Environment is a computer system used to process an organization's daily work on a real-time operation, not systems used only for development and testing. "Manager User" means Customer's designated users who have full use of and access to the functions within CA Clarity PPM. "Team Member User" means Customer's designated users who have limited rights to the functions within CA Clarity PPM, and may only (i) view data and run reports in all licensed products; (ii) collaboratively participate in processes, discussions and document sharing and receive notifications in all licensed products; (iii) view project tasks and calendars, and report and approve time and project status; and (iv) enter and view status of ideas. "View Only User" means Customer's designated users who have limited rights to the functions within CA Clarity PPM and may only (i) view data and run reports; (ii) originate idea workflows, and participate in the continuation of those workflows.

CA Client Automation

A "Managed System" is any physical or virtual computer system that can host an operating system, including, but not limited to, a desktop computer or laptop computer, used by an end-user as part of their job function to access data, applications and resources, that is administered or managed by CA Client Automation by way of a management infrastructure, whether a CA management agent resides on the system or not. This includes laptops, desktops and virtual desktops running Windows, Macintosh and Linux operating systems, and it excludes Windows Servers, Linux Servers and UNIX systems. The management infrastructure components, such as Domain Manager, Scalability Server, and System Engine, that run on server platforms do not require a separate license, except if these systems themselves are being managed by an active agent for purposes other than serving as the CA Client Automation management infrastructure.

CA Client Automation consists of:
CA IT Client Manager
CA Patch Manager
CA Desktop Migration Manager
CA Asset Intelligence
CA Workflow for CA IT Client Manager (it is included in the delivery of CA Client Automation for use only for automating workflows inside CA Client Automation and between CA Client Automation and other software programs)

CA Configuration Automation:

The CA Software is licensed by the number of Physical Sockets. A "Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Database Performance

CA Database Performance is licensed by the number of CPUs when used as a distributed product. "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously. With the Authorized Use Limitation as "CPU" or "Processor", the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with databases monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with databases monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing databases(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

CA Systems Performance for Infrastructure Managers (formerly known as "CA SystemEdge") is a separate program included in the delivery of CA Database Performance. Customers can use this program only for communication with other CA Technologies tools and/or monitoring CA Technologies software systems only. Full functionality of the program to monitor and manage servers requires a separate license with additional fees.

CA DLP

CA DLP includes CA DLP Enterprise Suite, CA DLP Platform & Surveillance, CA DLP Endpoint, CA DLP Stored Data, CA DLP Message Server and CA DLP Network. CA DLP Network and CA DLP Enterprise Suite (which includes CA DLP Network) require and may only be used on a licensed CA DLP Network Appliance.

"CA DLP Network Appliance" means the hardware that operates the CA DLP Network. "User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless specified on the Order Form, a User shall not be counted more than once or a concurrent basis. If an Appliance is included with the CA Software, Support for an Appliance is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Enterprise Log Manager

"Agent" means a single installation of the agent software on a specific operating system instance which can be identified as a unique host identification on a hardware server. A hardware server may have multiple operating system instances installed on it (through partitioning or virtualization). Each instance of the operating system on a partitioned/virtualized server must license an agent if required for job scheduling purposes. "Node" means, in a communications system, a network junction or connection point. Any system or device connected to a network is also called a node or cluster. "Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA ESP Workload Automation
(MIPS Based license. Operating System is IBM z/OS)

CA ESP Workload Automation is licensed by the specified number of MIPS (the "Authorized Use Limitation in MIPS"). "MIPS" means millions of instructions per second. The MIPS capacity of a computer shall be calculated by reference to CA's published schedules of the MIPS capacity and if a computer isn't listed then the manufacturer's published specifications should apply. In the event that any particular computer is not accounted for on CA's schedule, the manufacturer's published specification of MIPS capacity shall control. Further, in the event a special purpose processor, designed to perform one or more dedicated functions, is being used as a general purpose processor, CA shall treat such processor as a general purpose processor for purposes of calculating Authorized Use Limitation in MIPS. "Customer Site" means the site(s) specified at the time of licensing the CA Software or the Customer Address if no Customer Site has been indicated. Customer may use the CA Software only on the specific computers upon which the CA Software is installed to run at the Customer Site or on computers which are linked, connected to and/or which can remotely access such computers, irrespective of the platform designations of the hardware or operating systems, provided that such computer is capable of accessing, using, executing or benefiting from the CA Software, subject to the aggregate MIPS capacity not exceeding the Authorized Use Limitation in MIPS.

CA Fast Unload for Distributed Databases:

The CA Software is licensed by the number of servers. “Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Federation Manager:

(a) “Federate” means to link or bind two or more entities together, enabling identity, account, attribute, authentication, and authorization federation across different trust realms.
(b) “Federation” means a relationship or an association between a specific system entity’s identified users, partners or accounts.
(c) “Federation Partner” means an internal or external entity (i) for which a unique federation configuration is required in order to join a Federation, and (ii) with whom Customer interoperates using Federation Manager, with or without SAML AA.
(d) “Federation Partnership Licensee” means the Federation Partner designated by Customer as licensed to use SAML AA or Federation Manager in accordance with the provisions of the Agreement and who has agreed in writing to Customer terms and conditions substantially similar to the Federation Manager and SAML AA license provisions contained herein, as well as the confidentiality provisions contained in the Agreement. Such Federation Partnership Licensee shall not have any right to further copy, distribute, or otherwise transfer such software or any rights therein, notwithstanding any provision of the Agreement to the contrary. With regard solely to such Federation Partner’s use of the Licensed Programs in accordance herewith, the term “Customer” in the Agreement includes such Federation Partner.
(e) “Federation User” means any user who is allowed to use a Federation via the specific configuration of Federation Manager that Customer deploys. A Federation User shall not be counted more than once or on a concurrent basis.

CA GEN ENC Cross-Gen Opt Linux

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. “Non Tier Servers” means single server of any tier up to and including Tier 9 Server.

CA GEN Implementation Toolset

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. “Non Tier Servers” means single server of any tier up to and including Tier 9 Server.

CA GEN TRANSACTION Enabler

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. “Non Tier Servers” means single server of any tier up to and including Tier 9 Server.

CA GEN TRANSACTION Enabler User Fnl

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. “Non Tier Servers” means single server of any tier up to and including Tier 9 Server.

CA GEN WRKSTN Cross-Gen Linux

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. "Non Tier Servers" means single server of any tier up to and including Tier 9 Server.

CA Identity Manager

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA Identity Manager. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. "Internal User" is an intranet User defined as an employee or contractor of the Customer. CA Identity Manager may be used for Customer's internal use only, by the Internal Users on Customer's local area network and client/server system or a HTTP-based Web server infrastructure. Internal Users licensed hereunder may not be aggregated by a Customer contractor with any users of CA Identity Manager separately licensed by such contractor. "External User" is either an extranet or internet User defined as an employee of Customer's authorized third parties, which may be Customer's customers, clients, or consumers, on internet website(s) owned by, or under the control of, Customer. External Users licensed hereunder may not be aggregated by a Customer's vendor or business partner with any Users of CA Identity Manager separately licensed by such vendor or partner.

CA Infrastructure Insight

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines, but excluding endpoint devices such as IP telephones. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

a. For network-connected devices, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

b. For network-connected devices, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA Infrastructure Insight consists of CA Spectrum Infrastructure Manager and CA NetQoS ReporterAnalyzer.

CA Database Performance is included in the delivery of CA Infrastructure Insight for use only for monitoring the databases included in CA Infrastructure Insight. Full functionality of CA Database Performance to monitor other databases requires a separate license for additional fees.

CA Systems Performance for Infrastructure Managers is included in the delivery of CA Infrastructure Insight for use only for provisioning and performance monitoring of the systems that are running CA Infrastructure Insight. Full functionality of CA Systems Performance for Infrastructure Managers requires a separate license for additional fees.

If an Appliance is included with the CA Software, Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Infrastructure Management

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines, but excluding endpoint devices such as IP telephones. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

a. For network-connected devices, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

b. For network-connected devices, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA Infrastructure Management consists of CA Spectrum Infrastructure Manager, CA eHealth Performance Manager and CA NetQoS ReporterAnalyzer.

CA Database Performance is included in the delivery of CA Infrastructure Management for use only for monitoring the databases included in CA Infrastructure Management. Full functionality of CA Database Performance to monitor other databases requires a separate license for additional fees.

CA Systems Performance for Infrastructure Managers is included in the delivery of CA Infrastructure Management for use only for provisioning and performance monitoring of the systems that are running CA Infrastructure Management. Full functionality of CA Systems Performance for Infrastructure Managers requires a separate license for additional fees.

If an Appliance is included with the CA Software, Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Infrastructure Performance

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines, but excluding endpoint devices such as IP telephones. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

a. For network-connected devices, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

b. For network-connected devices, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA Infrastructure Performance consists of CA eHealth Performance Manager and CA NetQoS ReporterAnalyzer.

CA Database Performance is included in the delivery of CA Infrastructure Performance for use only for monitoring the databases included in CA Infrastructure Performance. Full functionality of CA Database Performance to monitor other databases requires a separate license for additional fees.

CA Systems Performance for Infrastructure Managers is included in the delivery of CA Infrastructure Performance for use only for provisioning and performance monitoring of the systems that are running CA Infrastructure Performance. Full functionality of CA Systems Performance for Infrastructure Managers requires a separate license for additional fees.

If an Appliance is included with the CA Software, Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Insight Database Performance Manager

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.CA Systems Performance for Infrastructure Managers (formerly known as "CA System Edge") Limited Use, is a separate program included in the delivery of CA Insight Database Performance Manager. The customers can use this program only for communication with other CA Technologies tools and/or monitoring CA Technologies Software systems only. Full functionality of the program to monitor and manage servers requires a separate license with additional fees.

CA IT Asset Manager

"CA Software" means the CA IT Asset Manager and CA Software Compliance Manager. A "Managed System" is any physical or virtual desktop, laptop, server, and tablet computer that may be tracked and/or managed by the CA Software, based upon user-supplied unique designations to identify such computers, regardless of use purpose including non-production, spares, or disaster recovery. If the optional component CA Software Compliance Content Subscription is listed on the applicable Order Form, Customer is granted a term license to use such content with CA Software Compliance Manager or CA IT Asset Manager beginning on the Term Start Date and ending on the Term End Date. The subscription fees for CA Software Compliance Content Subscription include the right to receive content updates during the Term of the content subscription. Such license for CA Software Compliance Content Subscription shall renew at the option of the Ordering Activity and be extended for successive periods equivalent to the original subscription Term, subject to the parties' agreement concerning fees to be paid during each such extended term. Use of the CA Software is limited as to several components included unless separately licensed. Software technology for Software Distribution, Remote Control and Asset Discovery and Inventory (CA IT Client Management) are included with CA Software Compliance Manager and CA IT Asset Manager, however the only authorized use is the ability to import Microsoft SMS 2003 or Microsoft SystemCenter Configuration Manager 2007 through the CA Asset Converter for Microsoft SMS, importing inventory from other third party discovery tools using the Asset Collector technology and CA IT Client Manager technology. Explicitly, Customer is not licensed to use the software distribution, remote control technologies as well as the full asset inventory and discovery agents. Use of the CA Software or CA Software Compliance Content Subscription is not a substitute for Customer's compliance with any laws (including but not limited to any act, statute, regulation, requirement, rule, standard, directive, administrative order, executive order, etc. (collectively, "Laws")). Customer should consult with competent legal counsel regarding any such Laws. Use of the CA Software or CA Software Compliance Content Subscription is not a substitute for Customer's compliance with its contractual obligations. The CA Software and CA Software Compliance Content Subscription require Customer to (i) manually or electronically enter or (ii) make decisions regarding software license data and other information for purposes of tracking authorized use, compliance with its software license contractual obligations and other information ("Data Entry"). Notwithstanding the provisions of any warranty to the contrary, CA makes no warranty with respect to the CA Software or CA Software Compliance Content Subscription failure, error, omission or inaccuracy to the extent that any such failure, error, omission or inaccuracy relates, in whole or in part, to Data Entry errors, omissions, decisions, inaccuracies, misinterpretations or otherwise.

CA IT Client Manager

"Managed System" is any physical or virtual computer system that can host an operating system, including, but not limited to, a desktop computer, server, or laptop computer, that is administered or managed by the CA Software (IT Client Manager / IT Inventory Manager) by way of a CA management agent, whether it resides on the asset or not. A "Non-CA managed system" has their inventory gathered by a non-CA management agent; however, the information about that asset is still stored in the Management Database (MDB). This asset information may have been obtained using the SMS Connector or Asset Collector. If Customer is licensed for CA IT Client Manager Patch Subscription, Customer is granted a term license to use such program with CA IT Client Manager beginning on the Term Start Date and ending on the End Date for the subscription term. The term license for the CA IT Client Manager Patch Subscription shall renew at the Ordering Activity's option and be extended for successive periods equivalent to the original term, subject to the parties' agreement concerning fees to be paid during each extended term.

CA Mainframe for IBM Rational Developer for System z Unit Test (CA Mainframe Suite for RDz UT):

a) Additional license rights to the CA software program(s) referenced below ("CA Software") are provided under the following terms and conditions in addition to any terms and conditions referenced (i) on the Order Form entered into by you and the CA entity ("CA") through which you obtained a license for the CA Software and (ii) in the software license agreement between you and CA for the CA Software. These terms shall be effective from the effective date of the Order Form.

b) **Program Name:** CA Mainframe Suite for IBM Rational Developer for System z Unit Test ("RDz UT")

c) Specified Operating Environment

The license rights set forth herein apply only to CA Software separately licensed from CA for the z/OS environment and for use hereunder only in the IBM RDz UT environment.

d) CA Software

CA Software for IBM RDz UT Environment:

CA 1™ Tape Management, CA TLMS® Tape Management
CA ACF2™, CA ACF2™ Option for DB2
CA Aion® Business Rules Expert
CA Auditor for z/OS, CA Cleanup
CA Bundl®
CA Cleanup
CA Compliance Manager for z/OS
CA Database Management for DB2 for z/OS
CA Database Management for IMS for z/OS
CA Datacom®
CA Deliver™
CA Disk™ Backup and Restore
CA Dispatch™
CA Easytrieve®
CA Endevor® Software Change Manager
CA FileMaster™ Plus, CA FileMaster™ Plus IMS
CA Gen
CA Gener/OL
CA IDMS™
CA InterTest™ for CICS, CA InterTest™ Batch
CA JCLCheck™ Workload Automation
CA JobTrac™ Job Management
CA Librarian®
CA Mainframe Application Tuner
CA Mainframe Software Manager™
CA NetMaster® File Transfer Management, CA NetMaster® Network Automation, CA NetMaster® Network Management for SNA, CA NetMaster® Network Management for TCP IP
CA Optimizer®/II
CA Panvalet®
CA Roscoe®

CA Scheduler® Job Management
CA Spool™
CA SymDump® Batch, CA SymDump® for CICS
CA Telon®
CA Top Secret®, CA Top Secret® Option for DB2
CA UFO™
CA View®
CA Workload Automation CA 7® Edition, CA Workload Automation ESP Edition, CA Workload Automation Restart Option EE, CA Workload Automation Restart Option for z/OS Schedulers
CA XCOM™ Data Transport®

e) Licensing Model and Terms

The license rights set forth herein authorize you to use CA Software for which you are separately licensed only in the IBM RDz UT environment for non-production purposes. During the term of this license, you must also be licensed to use the IBM RDz UT environment. Use of the CA Software in any other environment or in the RDz UT environment for production purposes is expressly prohibited. This restriction does not change your existing license rights to use the CA Software in a production environment. A production environment is a computer system used to process an organization's daily work on a real-time operation and is not a system used only for development and testing. During the term of this license, if you license additional CA Software, the license rights granted herein apply to such subsequently licensed CA Software.

The license rights are provided on a “per Seat” basis. “Seat” means a single person or identity whose access and use rights can be authenticated, authorized, or administered, or who has the ability to view content aggregated or managed by the CA Software. In general, a Seat shall not be counted more than once or on a concurrent (logged-in) basis. One Seat license shall authorize you to use any of the CA Software for which you are separately licensed in the RDz UT environment. The term of this license (the “Term”) is the lesser of: (i) one (1) year; (ii) the term end date for the applicable separately licensed CA Software; or (iii) the term end date for your use of the IBM RDz UT environment. Any termination under clauses (ii) or (iii) immediately above shall not result in refund of any license fees paid hereunder. Subject to the limitations set forth in clauses (i) (ii) and (iii) immediately above, any renewal or extension of the license term for the separately licensed CA Software or the IBM RDz UT environment, as the case may be, shall continue the Term of this agreement for the period identified above. If you have multiple CA Software products with different term end dates, the license rights granted herein terminate as to each specific CA Software product in the lesser of one (1) year or when the applicable term license for such CA Software ends. Termination of license rights hereunder shall not terminate your license to any CA Software product.

CA does not provide support for the CA Software in the RDz UT environment. Any issues with the CA Software in the RDz UT environment must be reproduced by you in the z/OS environment and reported as such through CA Technologies normal support process for the CA Software.

CA NetQoS NetVoyant

"Device” means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines. Endpoint devices used solely as IP telephones are not considered to be Devices, unless the CA Software is specifically licensed by the number of phones. For the purposes of CA NetQoS Unified Communication Monitor only, endpoint devices used solely as IP telephones are considered to be Devices. When the Authorized Use Limitation is “Device”, the calculation with respect to the number of Licenses is determined as follows:

1. For network-connected devices, in non-virtual server environments, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

2. For network-connected devices, in non-virtual server environments, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, in non-virtual environments, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA NetQoS Reporter Analyzer

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines. Endpoint devices used solely as IP telephones are not considered to be Devices, unless the CA Software is specifically licensed by the number of phones. For the purposes of CA NetQoS Unified Communication Monitor only, endpoint devices used solely as IP telephones are considered to be Devices. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

1. For network-connected devices, in non-virtual server environments, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

2. For network-connected devices, in non-virtual server environments, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, in non-virtual environments, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA RegFort:

CA RegFort is licensed by the number of Users or Issuance.

"User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA RegFort or who has the ability to view content aggregated or managed by CA RegFort. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

"Issuance" means any activity in the life cycle of a Public Key Infrastructure credential that is managed by CA RegFort, including, but not limited to, creation of a new credential, revocation, renewal, re-issue or update of the credential.

"RegFort Client" means a portion of CA RegFort which enables end-users to interface with smartcards and tokens.

Limited License Grant. In addition to the rights granted in the applicable license agreement, CA grants Customer and its affiliates a nonexclusive license to distribute RegFort Client to end-users. Customer may use Customer's logo and name with the RegFort Client. No title to or ownership of the RegFort Client is transferred to Customer.

CA RiskFort:

CA RiskFort is licensed by the number of Users.

"User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA RiskFort or who has the ability to view content aggregated or managed by CA RiskFort. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

CA Role and Compliance Manager

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. An "Internal User" is an intranet User defined as an employee or contractor of the Customer. CA Role and Compliance Manager may be used for Customer's internal use only, by the Internal Users on Customer's local area network and client/server system or a HTTP-based Web server infrastructure. Internal Users licensed hereunder may not be aggregated by a Customer contractor with any users of CA Role and Compliance Manager separately licensed by such contractor. An "External User" is either an extranet or internet User defined as an employee of Customer's authorized third parties, which may be Customer's customers, clients, or consumers, on internet website(s) owned by, or under the control of, Customer. External Users licensed hereunder may not be aggregated by a Customer's vendor or business partner with any Users of CA Role and Compliance Manager separately licensed by such vendor or partner.

CA Server Automation

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Systems Performance for Infrastructure Manager (SystemEDGE) and CA Virtual Assurance for Infrastructure Manager AIMS components are included in the delivery of the CA Server Automation for use only with this product. Use of these components with other CA products requires a separate license for additional fees.

CA IT Client Management solution consists of CA Software Delivery, CA Asset Management, CA Remote Control programs and is included in the delivery of the CA Server Automation. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.

CA Asset Intelligence and CA Patch Manager programs are included in the delivery of the CA Server Automation. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.

CA Service Desk Manager

"CA Software" and "SDM" mean the CA Service Desk Manager – Analyst License, CA Service Desk Manager - Full License, or CA CMDB Manager Servers described herein in object code form. CA Service Desk Manager-Full License and CA Service Desk Manager-Analyst License are licensed on a Concurrent Analyst basis. In CA Service Desk Manager-Full License, CA Service Desk Manager-Analyst License, the authorized users are assigned various roles based upon the functions needed to accomplish designated tasks. "Concurrent Analyst", in the context of CA Service Desk Manager, means a software license that is based on the number of simultaneous (concurrent) users accessing the program. For the purpose of SDM, all roles (for example: Analyst, Manager, Administrator), and programmatic API and/or web services calls require a license. The Software does not prohibit additional users from access, but does log a license exception for auditing purposes. Customer is entitled to have the specified number of Concurrent Analysts access CA Service Desk Manager simultaneously. For CA Service Desk Manager-Full License, CA Service Desk Manager-Analyst License, You are also licensed for End-User Self-Service, which is granted to the employee and customer roles to allow for the creation, modification, and closure of a ticket on their own behalf, but not on behalf of someone else. CA Service Desk Manager-Full License includes a limited entitlement to CA Cohesion, and use of CA Cohesion is restricted to a maximum of one hundred (100) Managed Servers. Use for additional Servers requires additional licenses for CA CMDB Managed Server. CA Service Desk Manager-Analyst License does not include the CA Cohesion entitlement. CA CMDB Managed Servers is licensed by the number of Servers. "Managed Servers" means a virtual or physical Server managed by CA Software. "Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Service Desk Manager includes a limited entitlement to CA Business Intelligence. This entitlement is restricted to use within the context of reporting for SDM only. Specifically, SDM reports created using CA Business Intelligence may access and incorporate data created by, derived from, or used by SDM or third party data sources, provided that such data facilitates or augments data for Customer's use of SDM.

CA Service Desk Manager includes a limited entitlement to CA Process Management for Workflows. This entitlement is restricted to use within the context of Workflows associated with SDM only. This entitlement includes: the Service Desk Manager connector; three (3) Custom Operators; and five (5) Agents. This entitlement does not include any Premium Connectors. Multiple Orchestrators can be deployed with the constraints specified herein. There are no license limitations on the number of concurrent processes per Orchestrator.

For the purpose of CA Process Management for Workflows, "Agent" means a single installation of the agent software component of the CA Process Management for Workflows on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server.

For the purpose of CA Process Management for Workflows, "Connector" is the software program connecting CA Process Management for Workflows with specifically named third-party software or other CA software. For example, "CA Process Management for Workflows Connector for CA Service Desk Manager" connects CA Process Management for Workflows with CA Service Desk Manager. Each Connector may only be used to connect the CA Software with the specific named third-party software or CA software program.

For the purpose of CA Process Management for Workflows, "Custom Operator" means a type of automation object within the CA Process Management for Workflows that can be created to enhance, modify, or restrict the capabilities of an existing "Connector".

For the purpose of CA Process Management for Workflows, "Orchestrator" means a single installation of the Orchestrator software component of CA Process Management for Workflows on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server. This installation can be a stand-alone Orchestrator or as a node of a new or existing clustered Orchestrator.

CA SiteMinder

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. An "Internal User" is an intranet User defined as an employee or contractor of the Customer. CA SiteMinder may be used for Customer's internal use only, by the Internal Users on Customer's local area network and client/server system or a HTTP-based Web server infrastructure. Internal Users licensed hereunder may not be aggregated by a Customer contractor with any users of CA SiteMinder separately licensed by such contractor. An "External User" is either an extranet or internet User defined as an employee of Customer's authorized third parties, which may be Customer's customers, clients, or consumers, on internet website(s) owned by, or under the control of, Customer. External Users licensed hereunder may not be aggregated by a Customer's vendor or business partner with any Users of CA SiteMinder separately licensed by such vendor or partner.

CA SOA Security Manager

"Secured Web Service" means a software system designed to support interoperable machine-to-machine interaction over a network which needs to be secured from unauthorized access, software routines or components that is or are intended to disable, erase, or otherwise harm software, equipment, or data, or cause other similar damage. This web service can be a URI or web services End point defined in a WSDL file. "URI" (Uniform Resource Identifier) means a compact string of characters for identifying an abstract or physical resource. “End point” means a specific location for accessing a web service using a specific protocol and data format. "WSDL" (Web Service Definition Language) means an XML (Extensible Markup Language) format for describing network services as a set of endpoints operating on messages containing either document-oriented or procedure-oriented information. "User" means a single person, application or identity listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software or who has the ability to view content aggregated or managed by CA SOA Security Manager. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

CA SOA Security Manager with Gateway

CA SOA Security Manager is licensed in number of Secured Web Services and Users. CA SOA Security Gateway is licensed in number of Instances. "Secured Web Service" means a software system designed to support interoperable machine-to-machine interaction over a network which needs to be secured from unauthorized access, software routines or components that is or are intended to disable, erase,

or otherwise harm software, equipment, or data, or cause other similar damage. This web service can be a URI or web services End point defined in a WSDL file. "URI" (Uniform Resource Identifier) means a compact string of characters for identifying an abstract or physical resource. “End point” means a specific location for accessing a web service using a specific protocol and data format. "WSDL" (Web Service Definition Language) means an XML (Extensible Markup Language) format for describing network services as a set of endpoints operating on messages containing either document-oriented or procedure-oriented information. "User" means a single person, application or identity listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA SOA Security Manager or who has the ability to view content aggregated or managed by CA SOA Security Manager. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis. "Installation" means the number of copies of CA SOA Security Manager installed in the Customer’s physical and/or virtual environment.

CA Spectrum Infrastructure Manager

"Managed Network Device” means a virtual or physical network-connected device with less than 200 ports that is managed by CA Spectrum Infrastructure Manager and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, virtual or physical servers, and virtual or physical machines, but excluding endpoint devices such as IP telephones.

CA Spectrum Service Assurance

“Site” or “Installation” means use of CA Spectrum Service Assurance in a data center comprised of one or more CPUs conforming to the following conditions: Two or more CPUs will be considered part of the same site if (i) the CPUs are located in a single building, (ii) each CPU shares access to data storage and peripheral devices with one or more of the other CPUs without requiring any programming interface to another CPU, and (iii) the CPUs function as a data processing facility under common data processing operations supervision. Use of CA Spectrum Service Assurance on two or more CPUs will be considered multiple and separate sites if all of the foregoing conditions of a single site are not satisfied, regardless of (i) whether they occupy different floors or locations in the same building or share the same mailing location address, or (ii) the extent to which the CPUs are integrated within a network or serve a functional role as part of a larger data processing organization. Customer is granted the right to deploy CA Spectrum Service Assurance at the Sites with the addresses listed in the Order Form. Customer may change and amend the addresses of the Sites by notice to CA providing that the total number of Sites listed does not exceed the number listed in the Order Form. “Connection” means a data source indicated by CA Spectrum Service Assurance to have a connector status of “Online”. A Connection may consist of a connection to a CA Software product (i.e. CA Wily, CA Spectrum), a third party product (i.e. HPOV), or a custom application. “Data source” means any software application that provides data to CA Spectrum Service Assurance.

CA SYSVIEW for CA Wily APM

Customer is granted a limited license to use CA SYSVIEW for CA Wily APM solely for the integration with CA Wily APM or CA Wily Introscope 8.2 or above (“CA Wily”). With this license, Customer is only authorized to install, configure and use CA SYSVIEW for CA Wily APM components to support its authorized use with CA Wily to provide mainframe performance metrics to CA Wily and trace transactions tagged by CA Wily that perform activity on the mainframe. Customer may not use CA SYSVIEW for CA Wily APM for other purposes. Any additional use requires a separate non-restricted license. In the event Customer chooses to increase its Authorized Use for CA Wily, Customer must also increase its Authorized Use for CA SYSVIEW for CA Wily APM and pay all applicable additional license and maintenance fees related thereto in order to use CA SYSVIEW for CA Wily APM with such increased CA Wily capacity. Additional use of CA Wily without obtaining a separate non-restricted license may be the basis for filing a claim with the relevant Contracting Officer under the Contract Disputes Act and FAR 52.233-1.

CA TSreorg for Distributed Databases

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Virtual Assurance

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

If an Appliance is included with the CA Software, Support for an Appliance is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Virtual Automation

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Virtual Configuration

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Virtual Performance Management (CA VPM)

"CPU" or "Processor" means central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A Processor may not exceed a maximum of 12 processing cores.

CA WebFort:

CA WebFort is licensed by the number of User Credentials and Users.

"Credential" means an attestation of qualification, competence, or authority issued to a User by the CA Software.

"User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA WebFort or who has the ability to view content aggregated or managed by CA WebFort. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

"User Credentials" means the number of Credentials set forth on the Order Form to be issued to the Users who are authorized to access and use CA WebFort. Each User may have more than one credential for different verification methods.

"ArcotID Client" or "ArcotOTP Client" means portions of CA WebFort which enable end-users to use the ArcotID and ArcotOTP credentials.

Limited License Grant. In addition to the rights granted in the applicable license agreement, CA grants Customer and its affiliates a nonexclusive license to distribute the ArcotID Client or ArcotOTP Client to end users. Customer may use Customer's logo and name with the ArcotID Client or ArcotOTP Client. No title to or ownership of the ArcotID Client or ArcotOTP Client is transferred to Customer.

CA Wily Application Performance Management v9 (CA Wily APMv9)

CA Wily APMv9 is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units ("MSUs") and number of System z Application Assist Processors ("zAAPs") and number of System z Integrated Information Processors ("zIIPs") or (b) number of integrated facilities for Linux ("IFLs"), when used in the mainframe environment. "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously ("Virtual Machine Technology"). When the

Authorized Use Limitation is “CPU” or “Processor”, the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is “MSUs”, “zAAPs”, or “zIIPs” (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An “LPAR” means the division of a computer’s processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications.

When the Authorized Use Limitation is “IFLs”, the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

CA Wily Transaction Impact Monitor (“TIM”) “Software Appliance” means the software running TIM on Customer’s network feed to capture http/https transactions necessary for the Customer Experience analysis portion of CA Wily APMv9. Customer is responsible for providing hardware on which to run the TIM Software Appliance that meets CA’s specifications. Customer must license a copy of the TIM Software Appliance for each physical server (regardless of the number of CPUs) on which a TIM Software Appliance will be installed and configured.

CA Wily Application Performance Management (CA Wily APM)

CA Wily APM is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units (“MSUs”) and number of System z Application Assist Processors (“zAAPs”) and number of System z Integrated Information Processors (“zIIPs”) or (b) number of integrated facilities for Linux (“IFLs”), when used in the mainframe environment. “CPU” means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously. When the Authorized Use Limitation is “CPU” or “Processor”, the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is “MSUs”, “zAAPs”, or “zIIPs” (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An “LPAR” means the division of a computer’s processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications.

When the Authorized Use Limitation is “IFLs”, the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by CA Wily APM.

An Appliance is a CA-supplied physical server (“Hardware”) that is bundled with and used to operate the CA Software licensed by Customer which is pre-installed on the Hardware. Support is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com. Customer must acquire at least one license (per CPU, MSU or IFL) in order to purchase a CA Wily Transaction Impact Monitor (“TIM”) or CA Wily Transaction Event & Statistics Server (“TESS”). Both a TIM and a TESS are required for any production installation. CA Wily Solutions for Lab Environments (“Wily LAB”) is a single Appliance that contains TIM and TESS capabilities but is not supported for a production environment. The Wily LAB system includes one CPU license for CA Wily APM at no additional charge.

CA Wily Customer Experience Manager (CA Wily CEM)

CA Wily CEM is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units (“MSUs”) and number of System z Application Assist Processors (“zAAPs”) and number of System z Integrated Information Processors (“zIIPs”) or (b) number of integrated facilities for Linux (“IFLs”), when used in the mainframe environment. “CPU” means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously (“Virtual Machine Technology”). When the Authorized Use Limitation is “CPU” or “Processor”, the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is “MSUs”, “zAAPs”, or “zIIPs” (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An “LPAR” means the division of a computer’s processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications.

When the Authorized Use Limitation is “IFLs”, the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

An Appliance is a CA-supplied physical server (“Hardware”) that is bundled with and used to operate the CA Software licensed by Customer which is pre-installed on the Hardware. Support is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com. Customer must acquire at least one license (per CPU, MSU or IFL) in order to purchase a CA Wily Transaction Impact Monitor (“TIM”) or CA Wily Transaction Event & Statistics Server (“TESS”). Both a TIM and a TESS are required for any production installation. CA Wily Solutions for Lab Environments (“Wily LAB”) is a single appliance that contains TIM and TESS capabilities but is not supported for a production environment. The Wily LAB system includes one CPU license for CA Wily CEM at no additional charge.

CA Wily Introscope

CA Wily Introscope is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units ("MSUs") and number of System z Application Assist Processors ("zAAPs") and number of System z Integrated Information Processors ("zIIPs") or (b) number of integrated facilities for Linux ("IFLs"), when used in the mainframe environment. "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously ("Virtual Machine Technology"). When the Authorized Use Limitation is "CPU" or "Processor", the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is "MSUs", "zAAPs", or "zIIPs" (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An "LPAR" means the division of a computer's processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications. When the Authorized Use Limitation is "IFLs", the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

CA Workload Automation

"Instance" means the number of copies of the CA Software installed in the Customer physical and/or virtual environment.

CA XCOM Data Transport for Windows Family Server

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA eHealth Performance Manager

"Managed Network Device" means a virtual or physical network-connected device with less than 200 ports that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, virtual or physical servers, and virtual or physical machines, but excluding endpoint devices such as IP telephones.

Mainframe CPU CA Software only

The CA Software is licensed by the specified number and model of CPU (the "Authorized Use Limitation"). "CPU" shall mean the central processing unit(s) capable of running the CA Software. Customer may only use CPUs specified when licensing the licenses herein and upon which the CA Software is installed and runs ("Designated CPUs"). Customer may change the Designated CPU on providing written notice to CA provided that such replacement CPU is of the same or lower CPU tier/power rating to the Designated CPU (save that Customer may

require an authorization key from CA in order to commence use of such CPU). Should Customer wish to add to the number of Designated CPUs or upgrade the then current Designated CPU(s) to a CPU with greater tier/power rating, Customer may elect to do so by providing CA with prior written notice of such additional CPU and/or upgrade to the Designated CPU(s) and by executing an order form to effect such addition/change and purchasing the applicable license.

Mainframe MIPS CA Software only

The CA Software is licensed by the specified number of MIPS (the "Authorized Use Limitation in MIPS"). "MIPS" means millions of instructions per second. The MIPS capacity of a computer shall be calculated by reference to CA's published schedules of the MIPS capacity and if a computer isn't listed then the manufacturer's published specifications should apply. Further, in the event a special purpose processor, designed to perform one or more dedicated functions, is being used as a general purpose processor, CA shall treat such processor as a general purpose processor for purposes of calculating Authorized Use Limitation in MIPS. "Customer Site" means the site(s) specified at the time of licensing the CA Software or the Customer Address if no Customer Site has been indicated. Customer may use the CA Software only on the specific computers upon which the CA Software is installed to run at the Customer Site or on computers which are linked, connected to and/or which can remotely access such computers, irrespective of the platform designations of the hardware or operating systems, provided that such computer is capable of accessing, using, executing or benefiting from the CA Software, subject to the aggregate MIPS capacity not exceeding the Authorized Use Limitation in MIPS.

Mainframe MSU CA Software only

The CA Software is licensed by the specified number of MSU (the "Authorized Use Limitation in MSU"). "MSU" means millions of service units. The MSU capacity shall be calculated with the aggregate computing power (expressed in millions of service units) by reference to CA's published schedules of the MSU capacity and if a computer isn't listed then the manufacturer's published specifications shall apply of all computers upon which the CA Software is installed to run at the Customer Site ("Customer Site" means the site(s) specified at the time of licensing the CA Software or the Customer Address if no Customer Site has been indicated) or computers which are linked, connected to and/or which can remotely access such computers, irrespective of the platform designations of the hardware or operating systems, provided that such computer is capable of accessing, using, executing or benefiting from the CA Software. Customer may use the CA Software subject to the aggregate MSU Capacity not exceeding the Authorized Use Limitation in MSU.

Pervasive Software:

The Pervasive Software is licensed by either by the number of Server or Users. Pervasive Software may be used to build integrations that connect to any authorized CA Clarity environment.

Pervasive Data Integrator Engine/Agent **for CA** Clarity PPM* is licensed by the number of Servers.
* includes one User license of Pervasive Data Integrator Analyst **Studio for C**A Clarity PPM

Pervasive Data Integrator Analyst **Studio for C**A Clarity PPM is licensed by the number of Users**.**

Pervasive Data Profiler Engine for CA Clarity PPM is licensed by the number of Servers.

Pervasive Data Profiler Analyst Studio for CA Clarity PPM is licensed by the number of Users**.**

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the Pervasive Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis.

CA Process Automation:

CA Software means the CA Process Automation software described herein in object code form only.

“Agent” means a single installation of the agent software component of the CA Software on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server.

“Orchestrator” means a single installation of the Orchestrator software component of the CA Software on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server. This installation can be a stand-alone Orchestrator or as a node of a new or existing clustered Orchestrator.

"Connector" is the software program connecting the CA Software with specific named third party software or other CA software. For example, CA Process Automation Connector For CA Service Desk connects CA Process Automation with CA Service Desk. Each Connector may only be used to connect the CA Software with the specific named third party software or CA software program.

“Premium Connector” means a Connector identified as “Premium” by CA.

“Custom Operator” means a type of automation object within the CA Process Automation Orchestrator that can be created to enhance, modify, or restrict the capabilities of an existing “Connector”.

“Process” means a type of automation object within CA Process Automation Orchestrator that contains connectors and other logical constructs that define a set of actions that will take place when the “Process” is executed by the Orchestrator.

“Process instance” means a single copy of a Process definition that has been scheduled to run (Queued state), is running (Running state), or has completed running (Failed or Completed state) on a particular “Orchestrator”.

“Concurrent Processes” means the number of CA Process Automation Process instances that are marked in the Running state within an Orchestrator at any given time.

“Power Pack” means a combination of Process definitions, Premium Connectors, Custom Operators and other automation objects that are packaged together to implement a specific solution.

The CA Software is licensed in different editions, as set forth in this Order Form, which authorizes the use of the specified number of Orchestrators, Agents, Connectors, and Concurrent processes (the "Authorized Use Limitation"). The various editions are:

CA Process Automation Player License includes: one Orchestrator, forty Agents, all non-Premium Connectors, and two hundred Concurrent Processes per Orchestrator. This license requires the purchase of either a “Power Pack” or a Services contract for the implementation of a solution that will be executed by the Player. No new automation objects may be created with the Player License. Only modifications of the purchased Power Packs and any Services delivered content is allowed.

CA Process Automation Express License includes: two Orchestrators, forty Agents, all non-Premium Connectors, and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Standard License includes: two Orchestrators, unlimited Agents, three Premium Connectors, all non-Premium Connectors, and two hundred Concurrent Processes per Orchestrator.

CA Process Automation Enterprise License includes: unlimited Orchestrators, unlimited Agents, twenty Premium Connectors, all non-Premium Connectors, and four hundred and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Level 1 Orchestrator includes: one Orchestrator and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Level 2 Orchestrator includes: two Orchestrators and two hundred Concurrent Processes per Orchestrator.

CA Process Automation Level 3 Orchestrator includes: three Orchestrators and four hundred and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Premium Connector License includes the right to use a Premium Connector to connect to a single instance of the target application or system.

CA Process Management for Workflows License includes: unlimited Orchestrators, five Agents, and three Custom Operators. No Premium connectors are available for purchase with this license. The only CA product connectors that are available are those associated with the product(s) providing the entitlement. This is a limited use entitlement and its use is restricted to the context of Workflows associated with the CA product(s) providing the entitlement. The component limits are not cumulative across multiple instances of the license at any individual customer.

The number of concurrent processes executing on any licensed Orchestrator may be exceeded as long as the total number of concurrent processes executing on all licensed Orchestrators is not exceeded. For example, if the license is for two Orchestrators with seventy-five Concurrent Processes per Orchestrator, one hundred Concurrent Processes could be utilized on one Orchestrator so long as only fifty Concurrent Processes are utilized on the second Orchestrator.

Server:

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Virtual Assurance for Infrastructure Managers and CA System Performance for Infrastructure Managers

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

DOCUSIGN, INC.
CORPORATE SUBSCRIBER TERMS AND CONDITIONS
v121008

These Terms and Conditions are incorporated by this reference into the Order Form (collectively referred to as the "Agreement") entered into by DocuSign, Inc. ("DocuSign") and the customer identified in the Order Form ("Subscriber").

1. DEFINITIONS

"Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service and, where applicable, other DocuSign Products.

"Authorized User" means any employee of Subscriber, identified by a unique email address and user name, who is registered under the Account; provided that no two persons may register or use the Subscription Service as the same Authorized User.

"Consulting Services" means any additional professional services to be delivered by DocuSign, such as integration consulting or assistance, custom development, training, and transition services, that are set forth in an Order Form or Work Order as described in Section 15.

"DocuSign API" means the application programming interface that supports interoperation of applications with the Subscription Service.

"DocuSign Products" means the products and services identified on an Order Form, which may include the Subscription Service, the Repository Services, the Consulting Services and any other DocuSign offerings.

"eContract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for Processing using the Subscription Service.

"Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.

"Order Form" means a standard DocuSign order form or any other document separately and specifically approved by DocuSign that describes the DocuSign Products to be purchased by Subscriber and is signed by both parties.

"Personal Data" means any of the following: (a) nonpublic personally identifiable information, including driver's license numbers, national identification numbers such as social security account numbers, credit card numbers, digital identity certificates; (b) personally identifiable financial information regarding a consumer (i) provided by a consumer to a financial institution, (ii) resulting from any transaction with the consumer or any service performed for the consumer by a financial institution, or (iii) otherwise obtained by the financial institution, including any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any nonpublic personal information; (c) personally identifiable medical or health-related information.

"Process" means any operation or set of operations performed upon Subscriber's data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Repository Services" means the Contract Repository or eVaulting Services, each as defined in the Terms and Conditions for Repository Services (available at http://www.docusign.com/company/terms-and-conditions/eoriginal/v121005), that are made the subject of an Order Form.

"Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at http://docusign.com/company/specifications.

"Subscription Service" means DocuSign's on-demand electronic signature service, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet.

"System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service.

"Term" means the period of effectiveness of this Agreement, as described in more detail in Section 9 below.

"Transaction Data" means the metadata associated with an Envelope and maintained by DocuSign for the purpose of establishing a digital audit trail, such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs.

2. THE SUBSCRIPTION SERVICE

2.1 During the Term and subject to these Terms and Conditions, DocuSign will provide the Subscription Service in accordance with the Specifications, and Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service. The right to use the Subscription Service is: (a) limited to its Authorized Users (accordingly, Subscriber may not resell or otherwise provide or assist with the provision of the Subscription Service to any third party); and (b) conditioned on Subscriber's acknowledgement and agreement with the following:

i) Nothing in this Agreement will be construed to make DocuSign a party to any eContract, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;

ii) DocuSign maintains no control of or access to the contents of any eContract, and so the content, quality, and format of any eContract is at all times in the exclusive control and responsibility of Subscriber;

iii) If Subscriber elects to use optional features designed to verify the identity of the intended recipient of an eContract ("Authentication Measures"), DocuSign will apply only those Authentication Measures (if any) selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure and further, assumes no liability for the inability or failure by the intended recipient or other party to satisfy the Authentication Measure or to circumvent it;

iv) Certain types of agreements and documents are excepted from electronic signature laws, such that they cannot be legally formed by electronic signatures, and additionally, various agencies may have promulgated specific regulations that apply to electronic signatures and electronic records. DocuSign assumes no responsibility to determine whether any particular eContract is an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;

v) Subscriber is solely responsible for making available to third parties (including all parties to its eContracts) all contracts, documents, and other records required by applicable law, including, without limitation, electronic signature laws and other laws that may require records relating to a transaction to be retained or made accessible for a certain period of time;

vi) Certain laws or regulations impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign assumes no responsibility to: (A) determine whether any particular transaction involves a consumer; (B) furnish or obtain any such consents or to determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or to update or correct any information or disclosures currently or previously given; (E) provide any such copies or access except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and

vii) Subscriber expressly undertakes to determine whether any consumer is involved in any eContract presented by its Authorized Users for Processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation.

3. SUBSCRIPTION PLANS AND USAGE PRICING

3.1 The pricing, features and options of the DocuSign Products selected by Subscriber are set forth in the Order Form. The Subscription Service is sold on a subscription basis and may be limited by usage ("Envelope Allowance"), or by the number of Authorized Users ("Seats"), or both. Optional features, such as Authentication Measures or fax-back services, may be purchased on a periodic or per-use basis.

3.2 If Subscriber selects an Envelope Allowance Subscription, then Subscriber is allowed to send the number of Envelopes in the Envelope Allowance specified in the Order Form during the Term. All Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge that will be invoiced within 30 days of the date first incurred. The total number of Envelopes used is based on the sum of all Envelopes that have been sent for signature or for certified delivery from the Account. An Envelope will be deemed consumed at the time it is sent by an Authorized User, whether or not it has been received by the recipients or the recipients have performed any actions upon any eContract in the Envelope.

3.3 If Subscriber selects a Seat Subscription, then Subscriber is allowed to manually send Envelopes from the number of Seats specified in the Order Form during the Term. A Seat is defined as a natural person manually preparing and sending Envelopes, and excludes the Processing of Envelopes using automated batch or bulk sending operations, or the use of the

DocuSign API for sending Envelopes. If the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome (indicating automated Processing), DocuSign will promptly notify Subscriber and the parties will review the use-case scenario as well as any continued monitoring and additional Seats that may be required to be purchased. The number of Seats is determined by the total number of active Authorized Users listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. The addition by Subscriber of more Authorized Users than the number of Seats purchased in an Order Form will result in an additional charge for one Seat per additional Authorized User for the remainder of the Term, to be invoiced immediately.

4. ADDITIONAL SUBSCRIBER RESPONSIBILITIES

4.1 Subscriber agrees that it will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization, it being understood that the term "unsolicited mass mailings" includes all statutory and other common definitions, including all Commercial Electronic Marketing Messages as defined in the U.S. CAN SPAM Act.

4.2 Subscriber agrees that it is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, written or audible communications of any nature submitted by any Authorized User or otherwise Processed through its Account.

4.3 Subscriber further agrees not to use or permit the use of the Subscription Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts Processed through the Subscription Service); (c) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere in any way with the use or enjoyment of the Subscription Service by others; or (d) in any way that constitutes or encourages conduct that could constitute a criminal offense.

4.4 Although DocuSign does not monitor the content Processed through the Subscription Service, DocuSign may at any time suspend any use of the Subscription Service and/or remove or disable any content as to which DocuSign reasonably and in good faith believes is in violation of this Agreement. DocuSign agrees to provide Subscriber with notice of any such suspension or disablement before its implementation unless such suspension or disablement is necessary to comply with legal process or prevent imminent harm to DocuSign's System, the Subscription Service or any third party, in which case DocuSign will notify Subscriber of such suspension or disablement as soon as reasonably practicable thereafter.

5. INTELLECTUAL PROPERTY AND TRADEMARK LICENSE

5.1 DocuSign is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in this Agreement, DocuSign does not license or transfer to Subscriber or any Authorized User or other third party any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Products or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under this Agreement shall remain, as between Subscriber and DocuSign, owned by Subscriber.

5.2 DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: http://www.docusign.com/trademark-license.

6. CUSTOMER SUPPORT

DocuSign will provide customer support to Subscriber in accordance with the package that is identified on the Order Form, as further detailed at http://www.docusign.com/products/support-plans.

7. eCONTRACT STORAGE AND DELETION

7.1 DocuSign will store in accordance with the Specifications all completed eContracts sent by Subscriber until the termination or expiration of the Agreement, unless otherwise directed by Subscriber. Copies of stored eContracts may be retrieved by Subscriber at any time during that period, provided that following the expiration or termination of the Agreement, Subscriber may

request DocuSign's assistance in retrieving completed eContracts still remaining on the System pursuant to the transition services terms described in Section 9.4.

7.2 Prior to the expiration or termination of this Agreement, Subscriber may elect to purchase post-expiration or post-termination storage services for their completed eContracts. Where Subscriber opts not to purchase storage services, all copies of eContracts may be deleted by DocuSign without prior notice after the period available for transition services has expired pursuant to the terms described in Section 9.4. Subscriber may, at its option and wholly at Subscriber's risk, direct that any eContract be deleted at a time stated by Subscriber and prior to the end of the Term.

7.3 DocuSign may at its sole discretion delete an uncompleted eContract from the System immediately and without notice upon earlier of: a) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or b) expiration of the Term.

7.4 DocuSign will retain the Transaction Data permanently, provided that any Transaction Data that constitutes Confidential Information of Subscriber will at all times maintain that status and DocuSign will comply with its obligations in Section 13.

8. FEES AND PAYMENT TERMS

8.1 Subscriber will pay DocuSign the amounts set forth in each Order Form. An Order Form is not binding until it is executed by both DocuSign and Subscriber, at which point it will be deemed to be incorporated into this Agreement. Unless otherwise specified in an applicable Order Form, the first invoice will be submitted to Subscriber within 30 days after the Order Start Date, and Subscriber will pay all amounts due within 30 days of the date of the applicable invoice.

8.2 If Subscriber's usage under an Envelope Allowance Subscription exceeds the Envelope Allowance prior to the end of the Term, the unpaid balance of the Order Form for such Envelope Allowance Subscription shall become immediately due and payable.

8.3 Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including reasonable attorneys' fees) incurred by DocuSign to collect any undisputed amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under this Agreement may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. All amounts payable under this Agreement are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars.

8.4 Taxes. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement or transactions conducted in relation to this Agreement or the DocuSign Products. If a tax is imposed on DocuSign by a jurisdiction outside the United States, Subscriber will not be obligated to bear that tax to the extent: (a) the tax is allowable as a credit against the United States federal income taxes of DocuSign; (b) Subscriber reduces such tax to the extent possible, giving effect to the applicable Income Tax Convention between the United States and other jurisdictions; and (c) Subscriber furnishes DocuSign with such evidence as the United States taxing authorities may require to claim the credit. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with this Agreement as if the taxes did not exist.

9. TERM AND TERMINATION

9.1 Term. Unless sooner terminated as stated below, and subject to Section 17 with respect to Work Orders (as defined below), the effectiveness of this Agreement will commence upon the Order Start Date and will continue for the term specified on the Order Form (the "Term").

9.2 Termination for Cause. If either party commits a material breach or default in the performance of any of its obligations under this Agreement, then the other party may terminate this Agreement by giving the defaulting party written notice of termination if the material breach or default in performance is not cured within 30 days after the defaulting party receives notice thereof. Without limiting the foregoing, any failure by Subscriber to timely pay to DocuSign any amounts owing under this Agreement will constitute a material breach of this Agreement. If Subscriber fails to timely pay any amounts due for services to be performed by DocuSign, then without limitation to any of its other rights or remedies, DocuSign may suspend performance of such services until it receives all amounts due.

9.3 Post-Termination Obligations. If this Agreement expires or is terminated for any reason: (a) Subscriber will pay to DocuSign any amounts required to be paid under this Agreement that have accrued prior to, and remain unpaid as of, the date of

termination or expiration (including Subscription fees, which become due upon termination of this Agreement as set forth in an Order Form, and any one-time or recurring fees through the end of the billing cycle in which termination occurs); (b) any and all liabilities accrued prior to the effective date of the termination will survive; (c) Subscriber will destroy all copies of DocuSign software, documentation, and materials within five business days of such termination, and immediately thereafter, if requested by DocuSign, provide DocuSign with a written certification signed by an authorized Subscriber representative certifying that all copies of software, documentation, and materials have been destroyed; (d) licenses to use DocuSign software and the provision of DocuSign services will immediately end; and (e) the parties' rights and obligations under Sections 1, 7.4, 9.3, 9.4, 10.3, and 11 through 14 will survive.

9.4 Transition Services. Upon expiration or termination of this Agreement for any reason, at Subscriber's request and at DocuSign's then-current standard professional services rates plus expenses, DocuSign shall provide reasonable transition services for a period not to exceed 90 days to assist Subscriber in moving Subscriber's data to another provider or exporting eContracts to external media. As part of such transition services, DocuSign shall at a minimum transfer, and cause any of its independent contractors to transfer, all data and electronic files associated with the Subscription Service. At its then-current standard professional services rates, DocuSign shall at Subscriber's request further cooperate with Subscriber in the development of a transition plan and shall use reasonable efforts to assist Subscriber and/or another service provider in the transition. DocuSign may at its discretion require advance payment or other adequate security for payment as DocuSign may consider appropriate in connection with or as a condition to the provision of services described in this section.

10. WARRANTIES AND DISCLAIMERS

10.1 DocuSign Warranties. DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service shall be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq. (the "ESIGN Act") to support the validity of such formation, to the extent provided in the ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 2.1(vi) and (vii) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of Personal Data and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

10.2 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

10.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN SECTIONS 10.1 AND 10.2 ABOVE (WHICH ARE NOT APPLICABLE TO CONSULTING SERVICES), DOCUSIGN MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND -- WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY -- AS TO ANY MATTER WHATSOEVER. DOCUSIGN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DOCUSIGN DOES NOT WARRANT THAT THE DOCUSIGN PRODUCTS (INCLUDING CONSULTING SERVICES OR RELATED DELIVERABLES, IF ANY), ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY.

11. INDEMNIFICATION

11.1 By DocuSign. DocuSign will defend Subscriber, and its employees, directors, agents, and representatives ("Indemnified Party") from any actual or threatened third party claim arising from: (a) any breach by DocuSign of its confidentiality obligations in Section 13, and/or (b) alleged infringement by DocuSign of any third party intellectual property rights (each a "Subscriber Claim").

11.2 By Subscriber. Subscriber will defend DocuSign, and its employees, directors, agents, and representatives ("Indemnified Party") from any actual or threatened third party claim arising from: (a) any breach by Subscriber of its confidentiality obligations in Section 13, and/or (b) alleged infringement by Subscriber of any third party intellectual property rights, and/or (c) the content submitted by any Authorized User or otherwise Processed through Subscriber's Account (each a "DocuSign Claim").

11.3 Procedures. The parties' respective indemnification obligations above are conditioned on: (a) the Indemnified Party gives the Indemnifying Party prompt written notice of the Subscriber Claim or DocuSign Claim (as the case may be, a "Claim"); (b) the Indemnifying Party has full and complete control over the defense and settlement of the Claim; (c) the Indemnified Party provides assistance in connection with the defense and settlement of the Claim as the Indemnifying Party may reasonably request; and (d) the Indemnified Party complies with any settlement or court order made in connection with the Claim. The Indemnifying Party will indemnify the Indemnified Party against: (i) all damages, costs, and attorneys' fees finally awarded against any of them in any Claim under this Section 11; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) if any Claim arising under this Section 11 is settled by the Indemnifying Party or with its approval, then the Indemnifying Party will pay any amounts to any third party agreed to by the Indemnifying Party in settlement of any such Claims.

12. LIMITATIONS OF LIABILITY

12.1 Disclaimer of Consequential Damages. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS OF SECTION 11, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT (INCLUDING WITH RESPECT TO CONSULTING SERVICES, IF ANY), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

12.2 Cap on Liability. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS OF SECTION 11, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, WARRANTY CLAIMS AND WITH RESPECT TO CONSULTING SERVICES, IF ANY), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM.

12.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

13. CONFIDENTIALITY

13.1 "Confidential Information" means any trade secrets or other information of DocuSign or Subscriber, whether of a technical, business, or other nature (including, without limitation, in the case of DocuSign, DocuSign software and related information, and in the case of Subscriber, Personal Data and eContracts), that is disclosed to the other party (the "Recipient"). Confidential Information does not include any information that: (a) was known to Recipient prior to receiving it from the disclosing party; (b) is independently developed by Recipient without use of or reference to any Confidential Information of the other party; (c) is acquired by Recipient from another source that did not receive it in confidence from the other party to this Agreement; or (d) is or becomes part of the public domain through no fault or action of Recipient.

13.2 Restricted Use and Nondisclosure. During and after the Term, Recipient will: (a) use the Confidential Information of the other party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

13.3 Required Disclosure. If Recipient is required by law to disclose Confidential Information of the other party or the terms of this Agreement, Recipient must give prompt written notice of such requirement before such disclosure and assist the disclosing party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

13.4 Return of Materials. Except for as provided in Section 7.4, upon written request by the disclosing party, Recipient will destroy or deliver to the disclosing party all of the disclosing party's Confidential Information that Recipient may have in its possession or control.

13.5 Ownership. Recipient acknowledges that, as between the parties, all Confidential Information it receives from the disclosing party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing party's Confidential Information. Recipient's incorporation of the disclosing party's Confidential Information into any of its own materials shall not render Confidential Information non-confidential.

13.6 Remedies. Recipient acknowledges that any actual or threatened violation of this confidentiality provision may cause irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that the disclosing party shall be entitled to seek injunctive relief in addition to all remedies available to the disclosing party at law and/or in equity. Absent written consent of the disclosing party, the burden of proving that the disclosing party's Confidential Information is not, or is no longer, confidential or a trade secret shall be on the Recipient.

13.7 Existing Obligations. The obligations in this Section 13 are in addition to, and supplement, each party's obligations of confidentiality under applicable law and/or under any nondisclosure or other agreement between the parties.

14. GENERAL

14.1 Relationship. At all times, the parties are independent actors, and are not the agent or representative of the other. This Agreement is not intended to create a joint venture, partnership, or franchise relationship, or give rise to any third party beneficiary. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization.

14.2 Assignability. Subscriber may not assign its rights, duties, or obligations under this Agreement without DocuSign's prior written consent. If consent is given, this Agreement will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under this Agreement except as expressly provided in this Agreement is void. Notwithstanding the foregoing, either party may assign this Agreement to a successor of its business without the other party's consent.

14.3 Nonsolicitation. During the Term of this Agreement and for a period of one year thereafter, Subscriber will not, directly or indirectly, employ or solicit the employment or services of a DocuSign employee or independent contractor without the prior written consent of DocuSign.

14.4 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent using: (a) the "acknowledge receipt" function of the Subscription Service; (b) by certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth on the Order Form. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service, two business days following the date of mailing, or one business day following delivery to a courier.

14.5 Force Majeure. Except for any payment obligations, neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay.

14.6 Dispute Resolution. In the event of any dispute regarding any right or obligation under this Agreement, the aggrieved party shall notify the other party in a writing describing the dispute ("Notice of Dispute"). Upon receipt of the Notice of Dispute, the parties shall arrange a meeting between their representatives. Over a period not to exceed 10 business days after receipt of Notice of Dispute ("Period"), the parties shall engage in good faith negotiations to resolve such dispute. If the parties' representatives are unable to resolve the dispute at such meetings during the Period, then each party may seek any remedies available to it in law or equity. Notwithstanding the foregoing, either party may seek injunctive relief at any time. Each party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

14.7 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Washington, U.S.A., without reference to its choice of law rules to the contrary. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement. Any legal action by Subscriber arising under this Agreement must be initiated within two years after the cause of action arises.

14.8 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

14.9 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

14.10 Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement.

14.11 Entire Agreement. This Agreement is the final and complete expression of the agreement between these parties regarding the DocuSign Products. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters. This Agreement may be changed only by a written agreement signed by an authorized agent of both parties.

ADDITIONAL TERMS AND CONDITIONS FOR CONSULTING SERVICES

The following additional terms and conditions apply to Consulting Services, if any, that are made the subject of an Order Form.

15. SERVICES, WORK ORDERS, AND CHANGE ORDERS

15.1 Services. Subject to the terms and conditions of this Agreement, DocuSign will, if ordered as provided hereunder, perform for Subscriber certain Consulting Services.

15.2 Work Orders. The specific details of the Consulting Services to be performed will be determined on a per-project basis, and the details for each project will be described in a Work Order that is executed by both parties (called the "Work Order" for purposes of the Consulting Services). An Order Form that lists a DocuSign standard training or consulting package as a DocuSign Product constitutes a Work Order. Once executed by both parties, each Work Order will be a unique agreement that incorporates the terms of this Agreement and stands alone with respect to all other Order Forms. If there is a conflict between the terms of this Agreement and the terms of a Work Order, the terms of this Agreement will control unless the Work Order states that a specific provision of this Agreement will be superseded by a specific provision of the Work Order.

15.3 Change Orders. Unless otherwise specified in a Work Order, Subscriber may reasonably request in writing that revisions be made with respect to the Consulting Services or deliverables set forth in that Work Order ("Change Order"). If a Change Order recites revisions that materially increase the scope of the Consulting Services or the effort required to deliver deliverables under the applicable Work Order, then within 10 business days after DocuSign's receipt of the Change Order, DocuSign will deliver to Subscriber a written, revised Work Order reflecting DocuSign's reasonable determination of the revised Consulting Services, deliverables, delivery schedule, payment schedule, and adjusted fees or fee estimates, if any, that will apply to the implementation of the revisions. If Subscriber approves the revised Work Order, then the parties will execute it, and upon execution, the revised Work Order will supersede the then-existing Work Order. If Subscriber does not approve the revised Work Order within 10 business days after its receipt by Subscriber, the then-existing Work Order will remain in full force and effect, and DocuSign will have no further obligation with respect to the applicable Change Order.

16. PERFORMANCE OF CONSULTING SERVICES

16.1 Project Management. For each project described in a Work Order, each party will designate a single point of contact within its organization to manage the project ("Project Leader"). The Project Leaders will meet as necessary to manage the Consulting Services to be performed under a Work Order. Disputes will be escalated to more senior executives if the Project Leaders are unable to resolve a problem. DocuSign's Project Leader will provide Subscriber's Project Leader with regular reports on the status of the Consulting Services at least once per month.

16.2 Performance Standard. DocuSign warrants to Subscriber that the Consulting Services will be performed in a good and workmanlike manner in accordance with standard industry practice and the applicable Work Order, including any specifications

in such Work Order. DocuSign will complete the Consulting Services, including the delivery of any deliverables, in accordance with the schedule of times and milestones specified in the Work Order.

16.3 Fees. Unless otherwise specified in a Work Order, Subscriber will pay DocuSign for Consulting Services on a time-and-materials basis at DocuSign's then-current rates and under payment terms described in this Agreement ("Consulting Fees").

16.4 Disclaimer. EXCEPT FOR WARRANTIES PROVIDED HEREIN OR EXPRESSLY IDENTIFIED AS SUCH IN A WORK ORDER, THE CONSULTING SERVICES AND ANY RELATED DELIVERABLES WILL BE PROVIDED AS-IS AND WITHOUT WARRANTY OF ANY KIND. DOCUSIGN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AS TO ANY AND ALL CONSULTING SERVICES AND RELATED DELIVERABLES.

17. TERM AND TERMINATION OF WORK ORDERS

17.1 Term. Each Work Order is non-cancellable except pursuant to a Change Order, and will commence on the specified effective date and will continue until each party's obligations under the Work Order have been fulfilled or the Work Order is terminated as provided in the Work Order.

17.2 Effect of Termination. If any Work Order is terminated in accordance with this Section 17, then Subscriber will pay to DocuSign any Consulting Fees and all other payment obligations accrued and payable for the Consulting Services performed under the terminated Work Order through the effective date of the termination. If a Work Order is terminated for any reason other than for material breach by DocuSign, Subscriber will pay to DocuSign all Consulting Fees due under the Work Order had the Work Order not been terminated and had the Consulting Services been fully performed in accordance with the schedule then in effect, which amount owing will be evidenced in a final termination invoice to be provided by DocuSign to Subscriber. The amount of Consulting Services Fees specified in such termination invoice from DocuSign will be final and binding on the parties, absent manifest error.

18. PROPRIETARY RIGHTS

18.1 Subscriber Materials. Any materials provided by Subscriber to DocuSign specifically for use by DocuSign in the course of the Consulting Services ("Subscriber Materials") will be used and disclosed solely as required to perform the Consulting Services. As between the parties, Subscriber will continue to own the Subscriber Materials.

18.2 Inventions. Except as expressly set forth to the contrary in a Work Order, all works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, and information: (a) conceived, discovered, developed or otherwise made by DocuSign, solely or in collaboration with others, in the course of performing the Consulting Services; or (b) that form all or part of a deliverable provided as part of the Consulting Services, whether developed as part of the Consulting Services or separately, but excluding Subscriber Materials (as defined in Section 18.1) (collectively, "Inventions"), will be the sole property of DocuSign. Upon and subject to final payment by Subscriber of all amounts owing to DocuSign, DocuSign hereby grants to Subscriber a nonexclusive, perpetual, worldwide, royalty-free license to use, copy, modify, and prepare derivative works of the Inventions solely for purposes of Subscriber's internal business operations only.

MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (this "Agreement") is entered into as of [DATE] (the "Effective Date") by and between FireEye (as defined below) and _____, a _____ corporation, with its principal place of business at _____("Customer"). This Agreement will govern Customer's initial purchase of FireEye Offerings and any future orders by Customer as agreed between the parties in writing. FireEye shall provide its Offerings pursuant to the terms and conditions below. For good and valuable consideration, the parties hereby agree as follows:

Structure and Order of Precedence. This Agreement provides the general terms under which the Customer may use FireEye's various Offerings. The explicit rights for the Customer to use and receive Products, Support Services or Subscriptions or otherwise engage with specific FireEye Offerings are set forth in the applicable Exhibit. In the event of conflict between any of the terms in this Agreement and an Exhibit, the Exhibit shall govern.

GENERAL TERMS APPLICABLE TO ALL FIREEYE OFFERINGS

1. DEFINITIONS.

1.1 "Content Feed" means all intelligence and content feeds associated with Products, which may consist of inbound and outbound feeds that are part of FireEye's Dynamic Threat Intelligence (DTI) Cloud, downloads of Indicators for use with Products, and/or intelligence provided as part of the Advanced Threat Intelligence (ATI) Subscription.

1.2 "Deliverables" means the written reports that are created specifically for Customer as a result of the Professional Services provided hereunder.

1.3 "Documentation" means the user manuals generally provided in writing by FireEye to end users of the Products and Subscriptions in electronic format, as amended from time to time by FireEye.

1.4 "FireEye" means (i) FireEye, Inc., a Delaware corporation with its principal place of business at 1440 McCarthy Blvd., Milpitas, CA, 95035 with respect to Offerings that are shipped to, deployed or rendered inside of North America (including the United States, Mexico, Canada and the Caribbean), Central America and South America (collectively, the "Americas"); or (ii) with respect to all Offerings that are shipped to, deployed or rendered outside of the Americas, FireEye Ireland Limited, a company incorporated under the laws of Ireland with principal place of business at 2 Park Place, City Gate Park, Mahon, Cork, Ireland. FireEye includes the operating divisions Mandiant and iSIGHT.

1.5 "FireEye Materials" means all FireEye proprietary materials, Deliverables, intellectual property related to Products or Subscriptions, (such as all rights in any software incorporated into a Product or Subscription, copyrights, and patent, trade secret and trademark rights related to Products, and screens associated with Products or Subscriptions), Documentation, any hardware and/or software used by FireEye in performing Services or providing Subscriptions, Content Feeds, FireEye's processes and methods (including any forensic investigation processes and methods), Indicators of Compromise, materials distributed by FireEye during Training, and any FireEye templates and/or forms, including report and presentation templates and forms. FireEye Materials does not include Third Party Materials.

1.6 "Indicators of Compromise" or "Indicators" means specifications of anomalies, configurations, or other conditions that FireEye is capable of identifying within an information technology infrastructure, used by FireEye in performing Professional Services and providing Subscriptions.

1.7 "Intellectual Property Rights" means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

1.8 "Offerings" means, collectively, Products, Subscriptions, Training, Professional Services and Support Services.

1.9 "Order" means a written purchase order or similar ordering document, signed or submitted to FireEye by Customer and approved by FireEye, under which Customer agrees to purchase Offerings.

1.10 "Products" means the FireEye software and hardware appliances (which may include embedded software or firmware components) as described in Exhibit A to this Agreement.

1.11 "Professional Services" means, collectively, those security consulting services provided by FireEye under a Statement of Work and/or set forth on an Order, which may consist of Product-related services such as deployment, configuration or installation services; proactive security consulting such as penetration testing, vulnerability assessments or compromise assessments; or incident response or other remediative services.

1.12 "Service" or "Services" means the Professional Services, Support Services and Training.

1.13 "Statement of Work" or "SOW" means a mutually agreed-upon document between FireEye and Customer, describing Professional Services, rates and timelines (if applicable) for those Professional Services, and incorporating this Agreement.

1.14 "Subscription" means a service provided by FireEye for a fixed term, under which FireEye provides access to certain features, functionality, and/or information, as described in the applicable Exhibit for each Subscription attached to this Agreement.

1.15 "Support Services" means the Product support and maintenance services provided by FireEye with respect to each Product, and that are described in the applicable Exhibit for each Product attached to this Agreement.

1.16 "Third Party Materials" means software or other components that are licensed to FireEye by third parties for use in FireEye's Offerings.

1.17 "Training" means training in the use of Products, or on security-related topics in general, provided by FireEye.

2. ORDERS AND STATEMENTS OF WORK.

2.1. Orders. Customer may purchase Offerings by submitting an Order. If accepted by FireEye, the "Order Effective Date" will be the date of the Order. All Orders will be governed by this Agreement. For clarity, FireEye will not be obligated to ship any Product, or provide any Services, Training or Subscriptions until Customer has issued a valid Order for those Offerings.

2.2. Statements of Work. Each Statement of Work will incorporate and be governed by this Agreement. The "Statement of Work Effective Date" will be the date both Customer and FireEye have agreed to the Statement of Work, either by executing the Statement of Work or by issuing and accepting an Order for the Professional Services described on the Statement of Work. For clarity, FireEye will not be obligated to perform any Professional Services until a SOW describing those Professional Services has been agreed by both parties or an Order listing those Professional Services has been accepted by FireEye.

3. PAYMENT. Customer agrees to purchase the Offerings for the prices set forth in each Order and/or Statement of Work, as applicable ("Fees"). If Customer purchases through a FireEye partner (such as an authorized reseller or distributor, collectively, "FireEye Partners"), all fees and other procurement and delivery terms shall be agreed between Customer and the applicable partner. If Customer purchases directly from FireEye, Customer will make full payment in the currency specified in FireEye's invoice, without set-off and in immediately available funds, within thirty (30) days of the date of each invoice. All Fees are non-cancelable and non-refundable. All Fees described on an Order will be fully invoiced in advance, unless otherwise agreed by FireEye. Unless otherwise specified in a Statement of Work, all Fees related to Professional Services will be invoiced

fully in advance. Customer shall reimburse FireEye for any and all expenses incurred so long as such expenses are directly attributable to the Services or Subscriptions performed for or provided to Customer. FireEye will provide appropriate vouching documentation for all expenses exceeding $25. If any payment is more than fifteen (15) days late, FireEye may, without limiting any remedies available to FireEye, terminate the applicable Order or Statement of Work or suspend performance until payment is made current. Customer will pay interest on all delinquent amounts at the lesser of 1.5% per month or the maximum rate permitted by applicable law. All Fees are exclusive of all present and future sales, use, excise, value added, goods and services, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the Offerings which shall be invoiced to and paid by the Customer. If Customer is required by law to make any deduction or withholding on any payments due to FireEye, Customer will notify FireEye and will pay FireEye any additional amounts necessary to ensure that the net amount FireEye receives, after any deduction or withholding, equals the amount FireEye would have received if no deduction or withholding had been required. Additionally, Customer will provide to FireEye evidence, to the reasonable satisfaction of FireEye, showing that the withheld or deducted amounts have been paid to the relevant governmental authority. For purposes of calculating sales and similar taxes, FireEye will use the address set forth on the Order or Statement of Work, as applicable, as the jurisdiction to which Offerings and shipments are delivered unless Customer has otherwise notified FireEye in writing as of the Order Effective Date or Statement of Work Effective Date, as applicable. Customer will provide tax exemption certificates or direct-pay letters to FireEye on or before the Order Effective Date or Statement of Work Effective Date, as applicable. FireEye reserves the right to increase Fees at any time, although increases in Fees for Subscriptions or Support Services will not go into effect until the next Renewal Subscription Term or Renewal Support Term, as applicable.

4. TITLE AND RISK OF LOSS; INSPECTION. All hardware, including Products and any hardware provided for use with Subscriptions and/or Services, is shipped FOB Origin (FCA) from FireEye's designated manufacturing facility or point of origin, and title to such hardware and the risk of loss of or damage to the hardware shall pass to Customer at time of FireEye's delivery of such hardware to the carrier. FireEye is authorized to designate a carrier pursuant to FireEye's standard shipping practices unless otherwise specified in writing by Customer. Customer must provide written notice to FireEye within five (5) days of delivery of the Products of any non-conformity with the Order, e.g., delivery of the wrong Product or incorrect quantities.

5. TERMS APPLICABLE TO OFFERINGS.

5.1. Products and Support Services. Customer's purchase and use of each Product and Support Services for each Product will be subject to the licenses and terms specific to each Product set forth in Exhibit A.

5.2. Subscriptions. Customer's purchase of and access to each Subscription will be subject to the terms specific to each Subscription set forth in Exhibit B.

5.3. Training. Customer's purchase of Training will be subject to the terms in this Section 5.3. Training delivery dates and location for such Training will be mutually agreed upon by the parties. If an Order does not specify such dates and/or locations, then the parties will mutually agree upon the dates and locations for Training. Customer must request rescheduling of Training no less than two (2) weeks in advance of the scheduled start date. FireEye will use reasonable efforts to reschedule the Training, subject to availability, and Customer will pay any expenses associated with the rescheduling, including any expenses associated with cancelling or changing travel plans. If Customer cancels attendance at a public Training class, Customer must notify FireEye no later than two (2) business days before the date of the Training class. If Customer timely notifies FireEye of the cancellation, FireEye will issue Customer a credit for the amount paid for that public Training class, which Customer may apply toward another public Training class held within one (1) year of the date of the Order on which the cancelled Training class was included. Customer may substitute a named attendee at a public Training class, but Customer will notify FireEye in advance of any such substitution. FireEye reserves the right to refuse admittance to public Training classes to any person, for any reason, and if FireEye refuses admittance, FireEye will refund the amount paid for that person's attendance at the public Training class. FireEye does not refund or credit Fees paid for attendees who do not attend Training classes or who leave before a Training class concludes. If Customer purchases a block of Training hours (for example, 10 hours of Training), then Customer must use those hours within one (1) year of the effective date of the applicable Order. All Training must be scheduled and conducted within one (1) year of the date of the applicable Order for that Training.

5.4. Professional Services.

5.4.1. Deliverables. Subject to Customer's timely payment of applicable fees, and subject to this Agreement and each applicable SOW, Customer shall have a perpetual, non-exclusive, nontransferable, right and license to use, display and reproduce the Deliverables for its internal business purposes. Deliverables may not be shared with any third party other than law enforcement agencies. In no event may Deliverables be used for sales or marketing activities.

5.4.2. Customer-Owned Property. Customer will be and remain, at all times, the sole and exclusive owner of the Customer-Owned Property (including, without limitation, any modification, compilation, derivative work of, and all intellectual property and proprietary rights contained in or pertaining thereto). FireEye will promptly return to Customer all Customer-Owned Property upon the termination or expiration of the applicable Statement of Work or Order, or sooner at Customer's request. "Customer-Owned Property" means any technology, software, algorithms, formulas, techniques or know-how and other tangible and intangible items that were owned by Customer, or developed by or for Customer prior to the SOW Effective Date that are provided by Customer to FireEye for incorporation into or used in connection with the development of the Deliverables or performance of Professional Services.

5.4.3. Customer Responsibilities. If the Services or Subscriptions require the installation and use of FireEye equipment or software, Customer will facilitate the installation and shall provide physical space, electrical power, Internet connectivity and physical access as reasonably determined and communicated by FireEye. Notwithstanding anything to the contrary herein or in any Statement of Work, including confidentiality provisions, if Customer has hired FireEye to perform a PCI DSS Compliance Audit or a PCI investigation, FireEye may provide The Payment Card Industry Security Standards Council, LLC (PCI SSC), card companies and the relevant merchant bank with all Reports of Compliance (ROC) and all related assessment and investigative report documents generated in connection with such work, as required by PCI DSS rules.

5.4.4. Additional Assumptions. (a) estimated Fees for Professional Services do not include any hardware, software, licensing, maintenance or support costs of any FireEye or other third-party product or service suggested by FireEye in the course of performing Professional Services; (b) when FireEye's personnel are performing Professional Services on site at Customer's premises, Customer will allocate appropriate working space and physical access for all FireEye personnel; (c) Customer will make available key individuals within the security program that can best help plan and coordinate activities described in the SOW; (d) either party may elect to submit written change requests to the other party proposing changes to the Statement of Work. All changes to the requirements and Statement of Work will be made using agreed-to project change control procedures.

5.5 Evaluations. If Customer receives a Product or Subscription for evaluation purposes ("Evaluation Offerings") then Customer may use the Evaluation Offerings for its own internal evaluation purposes for a period of up to thirty (30) days from the date of receipt of the Evaluation Offerings (the "Evaluation Period"). Customer and FireEye may, upon mutual written agreement (including via email), extend the Evaluation Period. If the Evaluation Offering includes hardware components, Customer will return the hardware within ten (10) days of the end of the Evaluation Period, and if Customer does not return the hardware within this period, Customer shall be invoiced for the then-current list price for the applicable Evaluation Offering. Customer acknowledges that title to hardware components of Evaluation Offerings remains with FireEye at all times, and that Evaluation Offerings may be used and/or refurbished units. If the Evaluation Offering does not include hardware components, Evaluator must delete all software and other components (including Documentation) related to the Evaluation Offering at the end of the Evaluation Period, and confirm those deletions in writing to FireEye, or the Evaluator shall be invoiced for the then-current list price for the Evaluation Offering. If the Evaluation Offering is a Subscription, Evaluator understands that FireEye may disable access to the Subscription automatically at the end of the Evaluation Period, without notice to Evaluator. EVALUATION OFFERINGS ARE PROVIDED "AS IS", AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, FIREEYE DISCLAIMS ALL WARRANTIES RELATING TO THE EVALUATION OFFERINGS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. INTELLECTUAL PROPERTY

6.1. Ownership of FireEye Materials; Restrictions. All Intellectual Property Rights in FireEye Materials, Products, Deliverables, Documentation, and Subscriptions belong exclusively to FireEye and its licensors. Customer will not (and will not allow any third party to): (i) disassemble, decompile, reverse compile, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any FireEye Materials (except to the limited extent that applicable law prohibits reverse engineering restrictions); (ii) sell, resell, distribute, sublicense or otherwise transfer, the FireEye Materials, or make the functionality of the FireEye Materials available to any other party through any means (unless otherwise FireEye has provided prior written consent), (iii) without the express prior written consent of FireEye, conduct any benchmarking or comparative study or analysis involving the FireEye Materials ("Benchmarking") for any reason or purpose except, to the limited extent absolutely necessary, to determine the suitability of Products or Subscriptions to interoperate with Customer's internal computer systems; (iv) disclose or publish to any third party any Benchmarking or any other information related thereto; (v) use the FireEye Materials or any Benchmarking in connection with the development of products, services or subscriptions that compete with the FireEye Materials; or (vi) reproduce, alter, modify or create derivatives of the FireEye Materials. Between Customer and FireEye, FireEye shall retain all rights and title in and to any Indicators of Compromise FireEye developed by or for FireEye in the course of providing Subscriptions or performing Services.

6.2. Third Party Materials. Customer acknowledges that Products and Subscriptions may include Third Party Materials. FireEye represents that these Third Party Materials will not diminish the license rights provided herein or limit Customer's ability to use the Products and Subscriptions in accordance with the applicable Documentation, and neither the inclusion of Third Party Materials in any Product or Subscription or use of Third Party Materials in performance of Services will create any obligation on the part of Customer to license Customer's software or products under any open source or similar license.

7. WARRANTIES.

7.1. Product Warranty. FireEye warrants to Customer that during the one (1) year period following the shipment of the Products, the Products will perform substantially in accordance with the applicable Documentation. The warranty stated in this Section 7.1 shall not apply if the Product has: (i) been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by FireEye; (ii) been repaired or altered by persons other than FireEye; (iii) not been installed, operated, repaired and maintained in accordance with the Documentation; or (iv) been used with any third party software or hardware which has not been previously approved in writing by FireEye. If during the one-year Product warranty period: (a) FireEye is notified promptly in writing upon discovery of any error in a Product, including a detailed description of such alleged error; (b) such Product is returned, transportation charges prepaid, to FireEye's designated manufacturing facility in accordance with FireEye's then-current return procedures, as set forth by FireEye from time to time; and (c) FireEye's inspections and tests determine that the Product contains errors and has not been subjected to any of the conditions set forth in 7.1(i)-(iv) above, then, as Customer's sole remedy and FireEye's sole obligation under the foregoing warranty, FireEye shall, at FireEye's option, repair or replace without charge such Product. Any Product that has either been repaired or replaced under this warranty shall have warranty coverage for the remaining warranty period. Replacement parts used in the repair of a Product may be new or equivalent to new.

7.2. Services Warranty. FireEye warrants to Customer that Services will be performed in a professional manner in accordance with industry standards for like services. If Customer believes the warranty stated in this Section has been breached, Customer must notify FireEye of the breach no later than thirty (30) days following the date the Services were performed, and FireEye will promptly correct or re-perform the Services, at FireEye's expense.

7.3. Subscription Warranty. FireEye warrants to Customer the Subscriptions will be provided in a professional manner in accordance with industry standards for similar subscriptions. If Customer believes the warranty stated in this Section has been breached, Customer must notify FireEye of the breach no later than thirty (30) days following the date the warranty was allegedly breached, and FireEye will promptly correct the non-conformity, at FireEye's expense.

7.4. Remedies Exclusive. Except for any Service Level Credits described in Exhibit B, the remedies stated in Sections 7.1-7.3 above are the sole remedies, and FireEye's sole obligation, with respect to Products, Subscriptions and Services that fail to comply with the foregoing warranties.

7.5. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL PRODUCTS, SUBSCRIPTIONS, FIREEYE MATERIALS, DELIVERABLES AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. FIREEYE AND ITS SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. FIREEYE ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS, AND MAKES NO WARRANTY THAT PRODUCTS, FIREEYE MATERIALS, DELIVERABLES, SERVICES OR SUBSCRIPTIONS WILL BE ERROR-FREE.

8. INFRINGEMENT INDEMNITY.

8.1. FireEye shall defend Customer, and its officers, directors and employees, against any third party action alleging that the FireEye Materials infringes a valid U.S. patent or copyright issued as of the date of delivery or performance, as applicable, and FireEye shall pay all settlements entered into, and all final judgments and costs (including reasonable attorneys' fees) finally awarded against such party in connection with such action. If the FireEye Materials, or parts thereof, become, or in FireEye's opinion may become, the subject of an infringement claim, FireEye may, at its option: (i) procure for Customer the right to continue using the applicable FireEye Materials; (ii) modify or replace such FireEye Materials with a substantially equivalent non-infringing FireEye Materials; or (iii) require the return of such FireEye Materials or cease providing affected Product, Subscriptions, Deliverables or Services, and refund to Customer, with respect to Products, a pro-rata portion of the purchase price of such Products based on a three-year straight line amortization of the purchase price, and with respect to Subscriptions, a portion of any pre-paid Fees for such Subscriptions, pro rated for any unused Subscription Term, and with respect to Services, any pre-paid Fees for Services that have not been delivered. THIS SECTION 8.1 STATES THE ENTIRE LIABILITY OF FIREEYE AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE OFFERINGS, FIREEYE MATERIALS, OR DELIVERABLES.

8.2. FireEye shall have no indemnification obligations with respect to any action arising out of: (i) the use of any Product, Subscription, Deliverable, or Service, or any part thereof, in combination with software or other products not supplied by FireEye; (ii) any modification of the Products, Subscriptions, Deliverables, or Services not performed or expressly authorized by FireEye; or (iii) the use of any the Products, Subscriptions, Deliverables, or Services other than in accordance with this Agreement and applicable Documentation.

8.3. The indemnification obligations shall be subject to Customer: (i) notifying FireEye within ten (10) days of receiving notice of any threat or claim in writing of such action; (ii) giving FireEye exclusive control and authority over the defense or settlement of such action; (iii) not entering into any settlement or compromise of any such action without FireEye's prior written consent; and (iv) providing reasonable assistance requested by FireEye.

9. LIMITATION OF LIABILITY.

9.1. Consequential Damages Waiver. EXCEPT FOR LIABILITY ARISING UNDER A BREACH OF ANY INTELLECTUAL PROPERTY RIGHT OF FIREEYE, OR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INFRINGEMENT INDEMNITY), IN NO EVENT WILL FIREEYE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT FIREEYE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9.2. Limitation of Monetary Damages. EXCEPT FOR LIABILITY ARISING UNDER A BREACH OF ANY INTELLECTUAL PROPERTY RIGHT OF FIREEYE, PAYMENT OBLIGATIONS OF CUSTOMER, AND THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INFRINGEMENT INDEMNITY), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY ORDER OR STATEMENT OF WORK, FIREEYE'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT, THE OFFERINGS, THE FIREEYE IP AND DELIVERABLES SHALL BE LIMITED TO THE TOTAL AMOUNTS

RECEIVED BY FIREEYE FOR THE RELEVANT OFFERINGS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENTS GIVING RISE TO SUCH LIABILITY.

9.3. Applicability. THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND NOTHING HEREIN PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

9.4 SAFETY Act. FireEye and Customer hereby mutually waive and release each other from any and all liabilities relating to any claims for losses or damages of any kind (including, but not limited to, business interruption losses) arising out of an Act of Terrorism as defined by the Support Anti-Terrorism By Fostering Effective Technologies Act of 2002 ("SAFETY Act")(6 U.S.C. §§ 441-444). FireEye and Customer further agree to be solely responsible to the full extent of any and all losses they may sustain, or for any and all losses their respective employees, officers, or agents may sustain, resulting from an Act of Terrorism as defined by 6 U.S.C. §§ 441-444 when FireEye's Multi-Vector Virtual Execution Engine and any subscriptions, cloud services platform or associated services (the "Qualified Anti-Terrorism Technology") are utilized in defense against, response to, or recovery from an Act of Terrorism.

10. Export Control; Anti-Corruption; U.S. Government Restricted Rights.

10.1. Export Control. Export Control. Each party represents and warrants that it shall comply with all laws and regulations applicable to it with respect to the Offerings. Customer further acknowledges and agrees that the Products and FireEye Materials may be subject to restrictions and controls imposed by the United States Export Administration Act, the regulations thereunder, as well as European Union ("EU") or National export control laws and obligations and similar laws in other jurisdictions. Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, Customer covenants that it shall not, directly or indirectly, sell, export, reexport, transfer, divert, or otherwise dispose of any Products, FireEye Materials, or technology (including products derived from or based on such technology) received from FireEye under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States and the EU, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. These prohibitions include, but are not limited to the following: (i) the Products and FireEye Materials cannot be exported or re-exported to any countries embargoed by the United States (currently including Cuba, Iran, North Korea, Sudan or Syria) which includes nationals of these countries employed by Customer; (ii) the Products and FireEye Materials cannot be exported or re-exported for military use in country group 'b' prior to valid 'export license' or valid 'license exception'; and (iii) the Products and FireEye Materials cannot be used for any prohibited end uses including any "nuclear, biological or chemical weapon related activities."; and (iv) the Products and FireEye Materials will not be re-exported or otherwise sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes. Customer agrees to notify FireEye of any suspicious activities by any employee related to the Products. Customer agrees to indemnify, to the fullest extent permitted by law, FireEye from and against any fines or penalties that may arise as a result of Customer's breach of this provision. This export control clause shall survive termination or cancellation of any Orders.

10.2. Anticorruption Laws. Each Party acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act ("the FCPA") and the U.K. Bribery Act of 2010 ("UKBA") and agrees to comply with its terms as well as any provisions of local law related thereto. Each party further understands the provisions relating to the FCPA and UKBA's prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Offering. Each Party agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and Each Party agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or anti-bribery law.

10.3. U.S. Government Restricted Rights. The Offerings, Deliverables and Documentation are "commercial items", "commercial computer software" and "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. All Offerings and FireEye Materials are and were developed solely at private expense. Any use, modification, reproduction, release, performance, display or disclosure of the Offerings, FireEye Materials and Documentation by the United States Government shall be governed solely by the this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement.

11. CONFIDENTIAL INFORMATION.

11.1. Confidential Information. "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (i) identified as confidential at the time of disclosure by the disclosing party ("Discloser"); or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving such information ("Recipient"). The terms of any commercial transaction between the parties (including pricing related to the Offerings) shall be considered Confidential Information.

11.2. Maintenance of Confidentiality. Each party agrees that it shall: (i) take reasonable measures to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature; (ii) limit disclosure to those persons within Recipient's organization with a need to know and who have previously agreed in writing, prior to receipt of Confidential Information either as a condition of their employment or in order to obtain the Confidential Information, to obligations similar to the provisions hereof; (iii) not copy, reverse engineer, disassemble, create any works from, or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and/or which are provided to the party hereunder; and (iv) comply with, and obtain all required authorizations arising from, all U.S. and other applicable export control laws or regulations.. Confidential Information shall not be used or reproduced in any form except as required to accomplish the purposes and intent of an Order or Statement of Work. Any reproduction of Confidential Information shall be the property of Discloser and shall contain any and all notices of confidentiality contained on the original Confidential Information.

11.3. Exceptions. The parties agree that the foregoing shall not apply to any information that Recipient can evidence: (i) is or becomes publicly known and made generally available through no improper action or inaction of Recipient; (ii) was already in its possession or known by it prior to disclosure by Discloser to Recipient; (iii) is independently developed by Recipient without use of or reference to any Confidential Information; or (iv) was rightfully disclosed to it by, or obtained from, a third party. Recipient may make disclosures required by law or court order provided that Recipient: (a) uses diligent efforts to limit disclosure and to obtain, if possible, confidential treatment or a protective order; (b) has given prompt advance notice to Discloser of such required disclosure; and (c) has allowed Discloser to participate in the proceedings.

11.4. Injunctive Relief. Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

11.5. Return of Confidential Information. Within thirty (30) days after the date when all Orders and SOWs have expired or been terminated, or after any request for return of Confidential Information, each party will return to the other party or destroy all of such other party's Confidential Information, at such other party's discretion, and, upon request, provide such other party with an officer's certificate attesting to such return and/or destruction, as appropriate.

11.6. Privacy. If FireEye is a data processor under this Agreement, further to the provisions of Article 17 and 25 of the EU Data Protection Directive EU (Directive 95/46/EC), FireEye agrees that it will:

11.6.1 only deal with and process personal data controlled by Customer in compliance with, and subject to, the instructions received from Customer and in compliance with this Agreement and will not use or process the personal data for any other purpose whatever;

11.6.2 adopt and maintain appropriate (including organizational and technical) security measures in dealing with Customer's personal data in order to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of such data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing; and

11.6.3 take all reasonable steps to ensure that (i) persons employed by it, and (ii) other persons engaged at its place of work, are aware of and comply with applicable data privacy laws and regulations.

11.6.4 FireEye may process or otherwise transfer any personal information in or to any country outside the European Economic Area or any country not deemed adequate by the European Commission pursuant to Article 25(6) to the extent necessary for the provision of the Offerings. If required, FireEye will enter into the EU Standard Contractual Clauses as approved by the European Commission for ensuring an adequate level of data protection in respect of the personal information that will be processed or transferred.

12. TERM AND TERMINATION.

12.1. Term.

12.1.1 Products. Products will be licensed according to the applicable terms in Exhibit A, for the period of time stated on the Order (e.g., if the Order lists a Product as being provided for "3Y," the license for that Product is provided for three years from the date of the Order). If no period of time is stated on the Order, then the Product is licensed perpetually, unless otherwise terminated as set forth herein.

12.1.2 Support Services. Support Services will begin ten (10) days from the date of shipment of the associated Product and continue for the period of time stated on the Order("Initial Support Term"). Unless otherwise stated on the Order, the Support Services will automatically renew for additional periods of one (1) year each (each, a "Renewal Support Term" and together with the Initial Support Term, the "Support Term"), unless either party notifies the other of its intention not to renew Support Services at least sixty (60) days prior to the expiration of the then-current Support Term. Customer may terminate Support at any time, for convenience, on thirty (30) days' written notice to FireEye. If Customer terminates Support Services for convenience before the end of the then-current Support Term, Customer will pay any remaining fees owing for the remainder of the then-current Support Term within thirty (30) days of the effective date of termination.

12.1.3 Subscriptions. The term of each Subscription will begin on the Order Effective Date and will continue in effect for the period of time stated in the Order ("Initial Subscription Term"). Unless otherwise stated on the Order, the Subscription will automatically renew after its Initial Subscription Term for additional periods of one (1) year each (each, a "Renewal Subscription Term" and together with the Initial Subscription Term, the "Subscription Term"), unless either party notifies the other of its intention not to renew that Subscription at least sixty (60) days prior to the expiration of the then-current Subscription Term. Customer may terminate a Subscription at any time, for convenience, on thirty (30) days' written notice to FireEye. If Customer terminates a Subscription for convenience before the end of the then-current Subscription Term, Customer will pay any remaining fees owing for the remainder of the then-current Subscription Term within thirty (30) days of the effective date of termination.

12.1.4 Professional Services; Statements of Work. Professional Services described on an Order will be provided at mutually agreed-upon times, and will continue until complete, unless otherwise terminated as set forth herein. The term of each SOW will be as set forth in that SOW. If no term is expressed in an SOW, then the term of that SOW will begin on the SOW Effective Date and continue until the Professional Services described in that SOW are complete or the SOW is earlier terminated as set forth herein. Unless otherwise stated in a SOW, Customer may terminate a SOW at any time for convenience by giving FireEye at least thirty (30) days' written notice of its intent to terminate the SOW. If Customer terminates an SOW for convenience as set forth in this Section, Customer will pay any amounts owing for Professional Services and Deliverables provided under that SOW up to and including the date of termination. Customer may request that FireEye suspend performing Professional Services during the term of a Statement of Work, and FireEye will suspend such Professional Services within 24 hours of Customer's request. Customer acknowledges that any such suspension will not affect Customer's obligation to pay fees for Professional Services rendered through the date of suspension, and that

resumption of Professional Services may be delayed if FireEye redeploys personnel to other engagements during the period of suspension.

12.2. Termination for Material Breach. Either party may terminate any Order or any SOW upon written notice of a material breach of the applicable Order or SOW by the other party as provided below, subject to a thirty (30) day cure period ("Cure Period"). If the breaching party has failed to cure the breach within the Cure Period after the receipt by the breaching party of written notice of such breach, the non-breaching party may give a second notice to the breaching party terminating the applicable Order or SOW. Termination of any particular Order or SOW under this Section will not be deemed a termination of any other Order or SOW, unless the notice of termination states that another Order or SOW is also terminated. Notwithstanding the foregoing, the Cure Period applicable to a breach by Customer of any payment obligations under any Order or any SOW will be fifteen (15) days. Notwithstanding the foregoing, this Agreement shall terminate automatically in the event Customer has breached any license restriction and, in FireEye's determination, that breach cannot be adequately cured within the Cure Period.

12.3. Effect of Termination. Termination or expiration of any Order or SOW will not be deemed a termination or expiration of any other Orders or SOWs in effect as of the date of termination or expiration, and this Agreement will continue to govern and be effective as to those outstanding Orders and SOWs until those Orders and SOWs have expired or terminated by their own terms or as set forth herein. The provisions of Section 3 (Payment), Section 6 (Intellectual Property), Section 7.5 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Export Control; Anti-Corruption; U.S. Government Restricted Rights), 12 (Confidential Information), and 13 (Miscellaneous), and all accrued payment obligations, shall survive the termination of all Orders and SOWs and the relationship between FireEye and Customer.

13. MISCELLANEOUS.

13.1. Assignment. Customer may not assign any Order or Statement of Work, or any rights or obligations thereunder, in whole or in part, without FireEye's prior written consent, and any such assignment or transfer shall be null and void. FireEye shall have the right to assign all or part of an Order or Statement of Work without Customer's approval. Subject to the foregoing, each Order and Statement of Work shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

13.2. Entire Agreement. This Agreement along with any Order, Statement of Work and the Exhibits attached hereto is the entire agreement of the parties with respect to the Offerings and supersedes all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter thereof. FireEye does not accept, expressly or impliedly and FireEye hereby rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained or referenced in any order, acceptance, acknowledgement, or other document, or established by trade usage or prior course of dealing. This Agreement may be amended only in writing signed by authorized representatives of both parties.

13.3. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

13.4. Governing Law. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Any legal suit, action or proceeding arising out of or relating to the Offerings, the FireEye Materials, this Agreement, an Order or a Statement of Work will be commenced exclusively in a federal court in the Northern District of California or in state court in Santa Clara County, California, and each party hereto irrevocably submits to the jurisdiction and venue of any such court in any such suit, action or proceeding.

13.5. Independent Contractors. The parties are independent contractors. Nothing in this Agreement, any Order or any Statement of Work shall be construed to create a partnership, joint venture or agency relationship between the parties. Customer shall make no representations or warranties on behalf of FireEye.

13.6. Language. This Agreement and each Order and Statement of Work are in the English language only, which shall be controlling in all respects. All communications, notices, and Documentation to be furnished hereunder shall be in the English language only.

13.7. Notices. All notices required to be sent hereunder shall be in writing, addressed to receiving party's current business contact, if known, with a cc: to the General Counsel/Legal Department of the receiving party, and sent to the party's address as listed in this Agreement, or as updated by either party by written notice. Notices shall be effective upon receipt and shall be deemed to be received as follows: (i) if personally delivered by courier, when delivered; or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address.

13.8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under the laws of any jurisdiction, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

13.9. Third Party Rights. Other than as expressly set out in this Agreement, this Agreement does not create any rights for any person who is not a party to it and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

13.10. Waiver. The waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach.

13.11. Equal Opportunity. FireEye is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Jobs for Veterans Act of 2003, as well as any other regulations pertaining to these orders.

Wherefore, the parties have caused this Master Purchase Agreement to be executed as of the Effective Date.

FIREEYE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

FIREEYE IRELAND LIMITED

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
PRODUCT LICENSE AND SUPPORT TERMS
(FIREEYE NX, EX, AX, PX, FX, HX, SECURITY ORCHESTRATOR™, MVX SMART GRID, AND CENTRAL MANAGEMENT SERIES (CMS) PRODUCTS)

The following terms apply to the FireEye NX, EX, AX, PX, FX, HX, Security Orchestrator, MVX Smart Grid, and Central Management Series (CMS) Products, including any add-on features such as FireEye Advanced Threat Intelligence (ATI).

1. Grant of License and Restrictions. Subject to the terms hereof, payment of all fees, and any applicable user/use limitations, FireEye grants Customer a personal, perpetual, nonsublicensable, nonexclusive, right to use the Product, in accordance with the Agreement and this Exhibit A. Customer will maintain the copyright notice and any other notices that appear on the Product, including any interfaces related to the Product. With respect to the FireEye HX Series Product, Customer may install the "agent" software component of the Product on the number of Nodes stated on the applicable Order. With respect to the FireEye EX Series Product, Customer may use the Product in connection with the number of attached URL engines (i.e., email accounts) ("Attached URL Engines") stated on the applicable Order. FireEye reserves the right to audit Customer's use of the Product to ensure compliance with this Agreement. "Nodes" are endpoint computing devices owned or controlled by Customer (such as laptops, workstations, and servers), on which Customer installs the agent software. Updates, preview features, Content Feeds and/or Support Services are not necessarily provided with the Software, may require additional payment or include additional terms and conditions, and may be provided on a "preview" basis for a limited period at no additional charge but then licensed for an additional fee at a later date. Customer acknowledges that Third Party Software distributed with the Products may be subject to separate license terms, and specifically, if the Oracle™ Java® software is included within the Product, that software is subject to the license found at http://www.oracle.com/technetwork/java/javase/terms/license/index.html.

2. Content Feeds. Subject to Customer's payment in full of all associated fees for the applicable FireEye Content Feed, as set forth on the applicable Order, FireEye shall grant a limited, non-exclusive, personal, non-transferable, non-sublicenseable right to use the Content Feed as set forth in the Documentation for the applicable Product, for Customer's internal business purposes during the active Support Term for the applicable Product. FireEye shall not disclose to any third party any personally identifiable data or Customer Confidential Information in connection with the Content Feed unless expressly authorized to do so by Customer. The Content Feeds available to the Customer with respect to the Products may include:

2.1 FireEye Dynamic Threat Intelligence™ (DTI™) – The DTI Content Feed (currently available only for customers who have purchased the FireEye NX, EX, AX, HX or FX Product) provides continual, updated information to the Product about threats.

2.2. FireEye Advanced Threat Intelligence™ (ATI™) – The ATI Content Feed (currently available only for customers who have purchased the FireEye NX Product) provides contextual information about malware detected in Customer's environment, such as information regarding threat groups associated with certain malware, industry verticals in which FireEye has observed certain threat groups operate and in which certain malware is used, and relative frequency of observation of various threats and malware.

3. Support Services. Subject to Customer's payment in full of all associated fees for FireEye Support Services, FireEye shall provide Support Services for the Products as set forth in Exhibit C, as may be updated by FireEye in its discretion.

EXHIBIT B
SUBSCRIPTION TERMS

EXHIBIT B-1
SUBSCRIPTION TERMS FOR FIREEYE AS A SERVICE (FAAS) – CONTINUOUS PROTECTION

The following terms govern the FireEye as a Service (FaaS) – Continuous Protection (CP) Subscription.

1 Definitions.

1.1 **"Alert"** means, individually and collectively, APT Alerts, High Priority Alerts, and Low Priority Alerts.

1.2 "**APT Alert**" means (a) with respect to Products other than HX, an alert generated by a Product, that is identified by the Product as being associated with a "targeted threat," which means advanced persistent threat (APT) actors or APT activity; (b) with respect to the HX Product, an alert designated by HX as XPLT, EXC, or PRE, that is triggered by a FireEye standard Indicator; and (c) with respect to the TAP Subscription, an "APT Alert" means a TAP Alert designated as an "APT Alert" in the table in Section 1.11 below.

1.3 "**APT Only Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of APT Alert. If Customer purchases the APT Only Service, FireEye will provide FaaS Reports and monitoring of only APT Alerts, and not any other Alerts.

1.4 "**Covered System**" means (i) a computing device (to the extent supported by FireEye) that Customer specifies as within the scope of the CP Subscription, and if the Customer has purchased the HX Product, on which a software agent has been installed to support CP Subscription delivery, or (ii) a computing device (to the extent supported by FireEye) whose network traffic is observable to support CP Subscription delivery; (iii) with respect to ETP Subscriptions, mailboxes monitored to support CP Subscription delivery; or (iv) any computing device that both Customer and FireEye agree is within scope of the CP Subscription.

1.5 "**Full Coverage Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of all Alerts, regardless of the severity level of the Alert as classified by the Product.

1.6 "**High Priority Alert Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of High Priority Alerts and APT Alerts.

1.7 "**FaaS Reports**" means the written reports relating to Alerts that FireEye creates and makes available to Customer through the CP Subscription.

1.8 "**High Priority Alert**" means (a) with respect to Products other than HX and FX, an alert generated by that Product that is classified by that Product as severity level "critical" or "major"; (b) with respect to the FX Product, any alert generated by the FX Product, including APT Alerts; and (c) with respect to a TAP subscription, a TAP Alert designated as a "High Priority Alert" in the table in Section 1.11 below.

1.9 "**Low Priority Alert**" means an alert generated by a Product or TAP Subscription (as applicable) that is not an APT Alert or a High Priority Alert.

1.10 "**Nodes**" or "**Node Band**" refers to number of Covered Systems within the Customer environment, which is reflected on the Subscription Order.

1.11 "**TAP Alert**" means an alert generated by the TAP Subscription, with a severity level assigned by the TAP Subscription (e.g., "Critical," "High," "Medium"). TAP Alerts are investigated and reported on as "APT Alerts" and "High Priority Alerts" as shown in the table below, depending on the TAP Rule Pack that invoked the TAP Alert:

FireEye Rule Pack	APT Alerts	High Priority Alerts
Application Detection		
Cloud Infrastructure		
Commodity Malware		All

Current Events	Critical, High	Critical, High
DTI Rules		All
Exploit Kits		All
FTP		
Industrial Control Systems	Critical, High, Medium	Critical, High, Medium
Intel Match	Critical, High, Medium	Critical, High, Medium
Linux		Critical, High
Malware Methodology		Critical, High
Phishing	Critical High	Critical, High
Point of Sale	All	All
Security Tools		Critical, High, Medium
Targeted Malware	All	All
Vendor – FireEye		
Vulnerability		Critical, High, Medium
Web Application Attacks		Critical, High, Medium
Windows		Critical, High

1.13 "**TAP Rule Packs**" means a predefined set of criteria that identifies suspicious events or threats based on the associated rule type within the TAP Subscription.

2 **Scope of FaaS – Continuous Protection (CP) Subscription**. During the Subscription Term, FireEye will provide the CP Subscription as set forth in this Section 2, according to the Subscription level purchased by Customer as set forth in the Subscription Order. If the Subscription Order does not specify the Subscription lvel purchased, then Customer will be deemed to have purchased the APT Only Service. All services Customer requests that are not described in this Section 2 will be performed at mutually agreed upon rates as set forth in Statements of Work. Unless otherwise specified, the CP Subscription is provided by FireEye personnel remotely accessing Customer's environment from FireEye's networks. The CP Subscription is available for the number of Nodes purchased (available for Customers who have purchased the FireEye NX, FX, or EX Product or the ETP or TAP Subscription). If the number of Nodes exceeds the amount reflected in the Subscription Order by more than ten percent (10%), FireEye will notify Customer in writing, and will issue an invoice for the next higher Node Band at FireEye's then-current rates pro-rated for the remaining portion of the then-current Subscription Term.

2.1 Event Analysis.

(a) Time to Begin Analysis. FireEye will begin analysis of an Alert within the times set forth in the table below, calculated from the time the Alert was generated by the Product or TAP Subscription (as applicable).

(b) Alerts Investigated. FireEye will investigate and report on the Alerts that correspond with the Subscription level the Customer purchased. If the Customer purchased the APT Only Service, FireEye will investigate and report on only APT Alerts. If the Customer purchased the High Priority Alerts Service, FireEye will investigate and report on only High Priority Alerts and APT Alerts. If the Customer purchased the All Alerts Service, FireEye will investigate and report on APT Alerts, High Priority Alerts, and Low Priority Alerts. FireEye has no obligation to investigate and report on Alerts that fall outside the purchased Subscription level.

(c) Initial Investigation. FireEye analysts will perform an initial analysis of the Customer's Covered Systems to determine if the Alert is a true or false positive, benign or suspicious activity.

(d) FaaS Reports. If FireEye's investigation determines that the Alert indicates a true compromise, FireEye will publish a FaaS Report to the FaaS Portal within one (1) hour of the time FireEye makes that determination. Regardless of whether FireEye's investigation determines that an Alert indicates a true compromise, FireEye will publish a FaaS Report on the Alert to the FaaS Portal within the times set forth in the table

below, based on the classification of the Alert (APT Alert, High Priority Alert, Low Priority Alert). Customer acknowledges that in some cases, when FireEye's investigation is not complete, a FaaS Report may provide only an update of current status of the Alert investigation.

Alerts Investigated (Level of Service)			**FaaS Alert Classification**	**Time to Begin Investigation (from time Product or TAP Subscription generates Alert)**	**Time to Publish FaaS Report (from time FireEye validates actual compromise)**	**Time to Publish FaaS Report (when no validation of actual compromise; from time Product or TAP Subscription generates Alert)**
APT Only Service	**High Priority Alerts Service**	**Full Coverage Service**				
Yes	Yes	Yes	APT Alert	1 hours	1 hour	24 hours
No	Yes	Yes	High Priority Alert	7 hours	1 hour	24 hours
No	No	Yes	Low Priority Alert	24 hours	1 hour	48 hours

The service levels noted in the table above will become effective thirty (30) days following the Order Effective Date, to allow time for Customer to install Products and for FireEye to determine the level of staffing needed to respond to Alerts in Customer's environment.

(e) Extended Investigations; Multiple Related Alerts. When FireEye has identified a true positive or suspicious activity, FireEye analysts may perform an extended investigation, and/or may aggregate and review multiple Alerts from related Covered Systems to determine the extent of activity related to the Alert. FireEye analysts may append results from the extended investigation or subsequent Alert investigations to the initial FaaS Report if FireEye determines that additional or subsequent Alerts are related, and in such cases, FireEye will not be required to issue a separate FaaS Report for each such related Alert.

(f) Non-Remediable Alerts. FireEye has no obligation to notify the Customer or generate a new FaaS Report on new Alerts that are directly related to previous investigations where a FaaS Report has been published and FireEye has provided recommended remediation steps, when the Customer has acknowledged the FaaS Report but chooses not to or cannot remediate the cause of these Alerts.

(g) Alert Priority. FireEye may re-prioritize Alerts, regardless of their severity classification, to provide focus to Alerts that FireEye determines may have the largest impact to the Customer's environment.

(h) Continuity of Monitoring. All monitoring, investigation and reporting activities described in this Section 2.1 will be provided on a 24/7/365 basis.

2.2 System Health Monitoring and Notification. For Customers who have purchased the FireEye NX, EX, or FX Product, FireEye will provide Customer with notifications of system health issues such as connectivity problems.

2.3 Containment. When the Customer has purchased the HX Product, FireEye may, when appropriate, recommend containment of the target Covered System from the Customer's network. Containment must be executed by the Customer.

2.4 Portal Access. Alerts and FaaS Reports will be provided via an online portal ("FaaS Portal"), and FireEye will provide login credentials to the Customer to enable access to the FaaS Portal. The FaaS Portal will be available 99.9% of the time in any calendar month, other than Downtime, as defined below, and this FaaS Portal Service Level commitment will be subject to the Service Level Credits set forth in Section 3 below.

2.5 FireEye Intelligence Center. During the Subscription Term, FireEye will provide access to the FireEye Intelligence Center (FIC), which includes the Community Threat Intelligence (CTI) platform, subject to the following:

(a) Permitted Use; Reports. Customer may access, view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye IP. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

(b) Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (A) one hundred (100) queries of IP addresses and domain names and (B) one hundred (100) queries of malware. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

(c) User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC, including any contributions to or through the CTI platform (e.g., comments to FIC Content, suspected malware that Customer uploads to FIC). Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including CTI, to the extent such information is de-identified.

(d) Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC.

(e) Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

2.6 Reseller and Partner Purchases. If Customer receives the Subscription via a FireEye authorized services or support partner (a "Partner"), Customer agrees that the Subscription and FaaS Reports may be delivered to Customer through the Partner. Notwithstanding any other confidentiality obligations between the parties, Customer authorizes FireEye to disclose information related to the Subscription and Customer Data to Partner.

2.7 Customer Networks. The Subscription may only be provided for computer systems and networks leased to or owned by Customer, and under Customer's control, up to the number of Nodes allowed, as set forth in the applicable Subscription Order.

2.8 Connectivity Requirements. Unless otherwise specified, the Subscription are provided by FireEye personnel remotely accessing Customer's environment from FireEye's networks. Customer must provide outbound TCP-based connectivity from all Products to FireEye for the establishment of a virtual private network (VPN). Details pertaining to specific network access requirements will be established in conjunction with installation activities.

2.9 **Credential Security.** Customer will be responsible for the following: (a) providing accurate information to FireEye for provisioning access to (and removal of) Customer personnel access to the FaaS Portal; (b) implementing and adhering to strong password standards; (c) providing accurate information to FireEye for domain whitelisting; and (d) reporting any security issues related to the Subscription (including the FaaS Portal) to FireEye immediately.

2.10 **Exclusions.** Notwithstanding anything else contained in this Agreement to the contrary, FireEye shall have no obligation or responsibility to provide the Subscription for (i) Products for which Customer does not have an active Subscription in place; (ii) Products that the Customer (or FireEye or another third party on Customer's behalf) has configured with a one-way feed of FireEye's Dynamic Threat Intelligence (DTI) Subscription; (iii)

Products with an installed FireEye operating system less than version 6.2; (iv) Products that have been declared end of life; (v) Products that have no active Support Service in place; (vi) Products for which software updates have not been applied; (vii) Products that have not been installed and deployed; or (viii) Products that are misconfigured or incorrectly deployed, which prevents the Products from monitoring the Covered Systems. Customer acknowledges that to facilitate FireEye's efficient performance of the Subscription, FireEye may control some features and functionality of the Products, and that such features or functionality may not be available for Customer's independent use during the Subscription Term.

3. FaaS Portal Availability

3.1 FireEye shall undertake commercially reasonable efforts to ensure the FaaS Portal availability for 99.9% of the time during each calendar month.

3.1.1 "Service Outage" is where the FaaS Portal is not available due to a failure or a disruption in the FaaS Portal that is not the result of Scheduled Maintenance, Emergency Maintenance, a force majeure event or of the act or omission of Customer.

3.1.2 "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance of the FaaS Portal may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer.

3.1.3 "Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance and availability of the FaaS Portal during the Emergency Maintenance.

3.1.4 "System Availability" means the percentage of total time during which the FaaS Portal shall be available to Customer, excluding the Scheduled Maintenance Period, Emergency Maintenance, force majeure events, or acts or omissions of the Customer that cause system downtime.

3.2. Remedy

3.2.1 In the event that the FaaS Portal does not meet the monthly service availability defined in 3.1, FireEye will provide a credit to the Customer in accordance to the table below ("Credit") for a validated SLA Claim (defined below).

Percent of FaaS Portal Availability per Calendar Month	Service Credit
<99.9%	2%
<99.0%	5%
<98.0%	10%

3.2.2 For determining the Credit, the duration of a Service Outage will be measured as the time starting when Customer experiences a disruption in availability of the FaaS Portal and ending when a successful solution or workaround allowing for full restoration of the FaaS Portal is provided by FireEye to Customer. Customer must notify FireEye in writing of any Service Outage no later than fifteen (15) days after the calendar month in which the Service Outage occurred ("SLA Claim") to be entitled to a Credit for that Service Outage.

3.2.3 Any Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Subscription Term for which the Credit applies. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated for non-renewal or for a material uncured breach by Customer, such credits shall become null and void. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated due to a material uncured breach by FireEye, FireEye will promptly pay Customer the amount of the Credit.

3.2.4 Customer shall not be entitled to receive a Credit that exceeds 10% of its prorated monthly Subscription Fee for a Service Outage for the applicable calendar month.

EXHIBIT B-2
SUBSCRIPTION TERMS FOR FIREEYE AS A SERVICE (FAAS) – CONTINUOUS VIGILANCE

The following terms govern the FireEye as a Service (FaaS) – Continuous Vigilance (CV) Subscription.

3 Definitions.

3.1 **"Alert"** means, individually and collectively, APT Alerts, High Priority Alerts, and Low Priority Alerts.

3.2 "**APT Alert**" means (a) with respect to Products other than HX, an alert generated by a Product, that is identified by the Product as being associated with a "targeted threat," which means advanced persistent threat (APT) actors or APT activity; (b) with respect to the HX Product, an alert designated by HX as XPLT, EXC, or PRE, that is triggered by a FireEye standard Indicator; and (c) with respect to the TAP Subscription, an "APT Alert" means a TAP Alert designated as an "APT Alert" in the table in Section 1.11 below.

3.3 "**APT Only Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of APT Alert. If Customer purchases the APT Only Service, FireEye will provide FaaS Reports and monitoring of only APT Alerts, and not any other Alerts.

3.4 "**Covered System**" means (i) a computing device (to the extent supported by FireEye) that Customer specifies as within the scope of the CV Subscription, and if the Customer has purchased the HX Product, on which a software agent has been installed to support CV Subscription delivery, or (ii) a computing device (to the extent supported by FireEye) whose network traffic is observable to support CV Subscription delivery; (iii) with respect to ETP Subscriptions, mailboxes monitored to support CV Subscription delivery; or (iv) any computing device that both Customer and FireEye agree is within scope of the CV Subscription.

3.5 "**Full Coverage Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of all Alerts, regardless of the severity level of the Alert as classified by the Product.

3.6 "**High Priority Alert Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of High Priority Alerts and APT Alerts.

3.7 "**FaaS Reports**" means the written reports relating to Alerts that FireEye creates and makes available to Customer through the CV Subscription.

3.8 "**High Priority Alert**" means (a) with respect to Products other than HX and FX, an alert generated by that Product that is classified by that Product as severity level "critical" or "major"; (b) with respect to the FX Product, any alert generated by the FX Product, including APT Alerts; and (c) with respect to a TAP subscription, a TAP Alert designated as a "High Priority Alert" in the table in Section 1.11 below.

3.9 "**Low Priority Alert**" means an alert generated by a Product or TAP Subscription (as applicable) that is not an APT Alert or a High Priority Alert.

3.10 "**Nodes**" or "**Node Band**" refers to number of Covered Systems within the Customer environment, which is reflected on the Subscription Order.

3.11 "**TAP Alert**" means an alert generated by the TAP Subscription, with a severity level assigned by the TAP Subscription (e.g., "Critical," "High," "Medium"). TAP Alerts are investigated and reported on as "APT Alerts" and "High Priority Alerts" as shown in the table below, depending on the TAP Rule Pack that invoked the TAP Alert:

FireEye Rule Pack	APT Alerts	High Priority Alerts
Application Detection		
Cloud Infrastructure		
Commodity Malware		All

Current Events	Critical, High	Critical, High
DTI Rules		All
Exploit Kits		All
FTP		
Industrial Control Systems	Critical, High, Medium	Critical, High, Medium
Intel Match	Critical, High, Medium	Critical, High, Medium
Linux		Critical, High
Malware Methodology		Critical, High
Phishing	Critical High	Critical, High
Point of Sale	All	All
Security Tools		Critical, High, Medium
Targeted Malware	All	All
Vendor – FireEye		
Vulnerability		Critical, High, Medium
Web Application Attacks		Critical, High, Medium
Windows		Critical, High

1.13 "**TAP Rule Packs**" means a predefined set of criteria that identifies suspicious events or threats based on the associated rule type within the TAP Subscription.

2 **Scope of FaaS – Continuous Vigilance (CV) Subscription**. During the Subscription Term, FireEye will provide the CV Subscription as set forth in this Section 2, according to the Subscription level purchased by Customer as set forth in the Subscription Order. If the Subscription Order does not specify the Subscription lvel purchased, then Customer will be deemed to have purchased the APT Only Service. All services Customer requests that are not described in this Section 2 will be performed at mutually agreed upon rates as set forth in Statements of Work. Unless otherwise specified, the CV Subscription is provided by FireEye personnel remotely accessing Customer's environment from FireEye's networks. The CV Subscription is available for the number of Nodes purchased (available for Customers who have purchased the FireEye NX, FX, or EX Product or the ETP or TAP Subscription). If the number of Nodes exceeds the amount reflected in the Subscription Order by more than ten percent (10%), FireEye will notify Customer in writing, and will issue an invoice for the next higher Node Band at FireEye's then-current rates pro-rated for the remaining portion of the then-current Subscription Term.

2.1 Event Analysis.

(e) Time to Begin Analysis. FireEye will begin analysis of an Alert within the times set forth in the table below, calculated from the time the Alert was generated by the Product or TAP Subscription (as applicable).

(f) Alerts Investigated. FireEye will investigate and report on the Alerts that correspond with the Subscription level the Customer purchased. If the Customer purchased the APT Only Service, FireEye will investigate and report on only APT Alerts. If the Customer purchased the High Priority Alerts Service, FireEye will investigate and report on only High Priority Alerts and APT Alerts. If the Customer purchased the All Alerts Service, FireEye will investigate and report on APT Alerts, High Priority Alerts, and Low Priority Alerts. FireEye has no obligation to investigate and report on Alerts that fall outside the purchased Subscription level.

(g) Initial Investigation. FireEye analysts will perform an initial analysis of the Customer's Covered Systems to determine if the Alert is a true or false positive, benign or suspicious activity.

(h) FaaS Reports. If FireEye's investigation determines that the Alert indicates a true compromise, FireEye will publish a FaaS Report to the FaaS Portal within one (1) hour of the time FireEye makes that determination. Regardless of whether FireEye's investigation determines that an Alert indicates a true compromise, FireEye will publish a FaaS Report on the Alert to the FaaS Portal within the times set forth in the table

below, based on the classification of the Alert (APT Alert, High Priority Alert, Low Priority Alert). Customer acknowledges that in some cases, when FireEye's investigation is not complete, a FaaS Report may provide only an update of current status of the Alert investigation.

Alerts Investigated (Level of Service)			**FaaS Alert Classification**	**Time to Begin Investigation (from time Product or TAP Subscription generates Alert)**	**Time to Publish FaaS Report (from time FireEye validates actual compromise)**	**Time to Publish FaaS Report (when no validation of actual compromise; from time Product or TAP Subscription generates Alert)**
APT Only Service	**High Priority Alerts Service**	**Full Coverage Service**				
Yes	Yes	Yes	APT Alert	1 hours	1 hour	24 hours
No	Yes	Yes	High Priority Alert	7 hours	1 hour	24 hours
No	No	Yes	Low Priority Alert	24 hours	1 hour	48 hours

The service levels noted in the table above will become effective thirty (30) days following the Order Effective Date, to allow time for Customer to install Products and for FireEye to determine the level of staffing needed to respond to Alerts in Customer's environment.

(e) Extended Investigations; Multiple Related Alerts. When FireEye has identified a true positive or suspicious activity, FireEye analysts may perform an extended investigation, and/or may aggregate and review multiple Alerts from related Covered Systems to determine the extent of activity related to the Alert. FireEye analysts may append results from the extended investigation or subsequent Alert investigations to the initial FaaS Report if FireEye determines that additional or subsequent Alerts are related, and in such cases, FireEye will not be required to issue a separate FaaS Report for each such related Alert.

(f) Non-Remediable Alerts. FireEye has no obligation to notify the Customer or generate a new FaaS Report on new Alerts that are directly related to previous investigations where a FaaS Report has been published and FireEye has provided recommended remediation steps, when the Customer has acknowledged the FaaS Report but chooses not to or cannot remediate the cause of these Alerts.

(g) Alert Priority. FireEye may re-prioritize Alerts, regardless of their severity classification, to provide focus to Alerts that FireEye determines may have the largest impact to the Customer's environment.

(h) Hunting. FireEye will conduct periodic proactive hunting techniques on Covered Systems to look for additional indicators of malicious or attacker activity. When FireEye's investigation reveals a compromise, then within one (1) hour of the time FireEye makes that determination, FireEye will publish a FaaS Report related to that activity to the FaaS Portal.

(i) Continuity of Monitoring. All monitoring, investigation and reporting activities described in this Section 2.1 will be provided on a 24/7/365 basis.

2.2 System Health Monitoring and Notification. For Customers who have purchased the FireEye NX, EX, or FX Product, FireEye will provide Customer with notifications of system health issues such as connectivity problems.

2.3 Containment. When the Customer has purchased the HX Product, FireEye may, when appropriate, recommend containment of the target Covered System from the Customer's network. Containment must be executed by the Customer.

2.4 Portal Access. Alerts and FaaS Reports will be provided via an online portal ("FaaS Portal"), and FireEye will provide login credentials to the Customer to enable access to the FaaS Portal. The FaaS Portal will be

available 99.9% of the time in any calendar month, other than Downtime, as defined below, and this FaaS Portal Service Level commitment will be subject to the Service Level Credits set forth in Section 3 below.

2.5 FireEye Intelligence Center. During the Subscription Term, FireEye will provide access to the FireEye Intelligence Center (FIC), which includes the Community Threat Intelligence (CTI) platform, subject to the following:

(f) Permitted Use; Reports. Customer may access, view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye IP. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

(g) Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (A) one hundred (100) queries of IP addresses and domain names and (B) one hundred (100) queries of malware. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

(h) User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC, including any contributions to or through the CTI platform (e.g., comments to FIC Content, suspected malware that Customer uploads to FIC). Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including CTI, to the extent such information is de-identified.

(i) Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC.

(j) Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

2.6 Reseller and Partner Purchases. If Customer receives the Subscription via a FireEye authorized services or support partner (a "Partner"), Customer agrees that the Subscription and FaaS Reports may be delivered to Customer through the Partner. Notwithstanding any other confidentiality obligations between the parties, Customer authorizes FireEye to disclose information related to the Subscription and Customer Data to Partner.

2.7 Customer Networks. The Subscription may only be provided for computer systems and networks leased to or owned by Customer, and under Customer's control, up to the number of Nodes allowed, as set forth in the applicable Subscription Order.

2.8 Connectivity Requirements. Unless otherwise specified, the Subscription are provided by FireEye personnel remotely accessing Customer's environment from FireEye's networks. Customer must provide outbound TCV-based connectivity from all Products to FireEye for the establishment of a virtual private network (VPN). Details pertaining to specific network access requirements will be established in conjunction with installation activities.

2.9 **Credential Security.** Customer will be responsible for the following: (a) providing accurate information to FireEye for provisioning access to (and removal of) Customer personnel access to the FaaS Portal; (b) implementing and adhering to strong password standards; (c) providing accurate information to FireEye for domain whitelisting; and (d) reporting any security issues related to the Subscription (including the FaaS Portal) to FireEye immediately.

2.10 **Exclusions.** Notwithstanding anything else contained in this Agreement to the contrary, FireEye shall have no obligation or responsibility to provide the Subscription for (i) Products for which Customer does not have an active Subscription in place; (ii) Products that the Customer (or FireEye or another third party on Customer's behalf) has configured with a one-way feed of FireEye's Dynamic Threat Intelligence (DTI) Subscription; (iii) Products with an installed FireEye operating system less than version 6.2; (iv) Products that have been declared end of life; (v) Products that have no active Support Service in place; (vi) Products for which software updates have not been applied; (vii) Products that have not been installed and deployed; or (viii) Products that are misconfigured or incorrectly deployed, which prevents the Products from monitoring the Covered Systems. Customer acknowledges that to facilitate FireEye's efficient performance of the Subscription, FireEye may control some features and functionality of the Products, and that such features or functionality may not be available for Customer's independent use during the Subscription Term.

3. FaaS Portal Availability

3.1 FireEye shall undertake commercially reasonable efforts to ensure the FaaS Portal availability for 99.9% of the time during each calendar month.

3.1.1 "Service Outage" is where the FaaS Portal is not available due to a failure or a disruption in the FaaS Portal that is not the result of Scheduled Maintenance, Emergency Maintenance, a force majeure event or of the act or omission of Customer.

3.1.2 "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance of the FaaS Portal may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer.

3.1.3 "Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance and availability of the FaaS Portal during the Emergency Maintenance.

3.1.4 "System Availability" means the percentage of total time during which the FaaS Portal shall be available to Customer, excluding the Scheduled Maintenance Period, Emergency Maintenance, force majeure events, or acts or omissions of the Customer that cause system downtime.

3.2. Remedy

3.2.1 In the event that the FaaS Portal does not meet the monthly service availability defined in 3.1, FireEye will provide a credit to the Customer in accordance to the table below ("Credit") for a validated SLA Claim (defined below).

Percent of FaaS Portal Availability per Calendar Month	Service Credit
<99.9%	2%
<99.0%	5%
<98.0%	10%

3.2.2 For determining the Credit, the duration of a Service Outage will be measured as the time starting when Customer experiences a disruption in availability of the FaaS Portal and ending when a successful solution or workaround allowing for full restoration of the FaaS Portal is provided by FireEye to Customer. Customer must notify FireEye in writing of any Service Outage no later than fifteen (15) days after the calendar month in which the Service Outage occurred ("SLA Claim") to be entitled to a Credit for that Service Outage.

3.2.3 Any Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Subscription Term for which the Credit applies. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated for non-renewal or for a material uncured breach by Customer, such credits shall become null and void. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated due to a material uncured breach by FireEye, FireEye will promptly pay Customer the amount of the Credit.

3.2.4 Customer shall not be entitled to receive a Credit that exceeds 10% of its prorated monthly Subscription Fee for a Service Outage for the applicable calendar month.

EXHIBIT B-3
SUBSCRIPTION TERMS FOR FIREEYE THREAT ANALYTICS PLATFORM (TAP)

The following terms govern the Threat Analytics Platform Subscription, including purchase and support of TAP Cloud Collector™ Appliances and Support.

1. TAP Software, Alerts

1.1.1 TAP Software and Hardware. As part of the TAP Subscription, FireEye may deliver to Customer one or more software files (individually and collectively, "TAP Software"), and/or one or more "Cloud Collector" hardware appliances ("Cloud Collector Appliances"), which may contain TAP Software. Subject to full payment of all Fees associated with the TAP Subscription, FireEye grants to Customer a non-exclusive, limited right and license to install and run the TAP Software during the Subscription Term solely for purposes of using the TAP Subscription in accordance with the Documentation for the TAP Subscription.

1.1.2 Access; Customer Logs. FireEye will provide Customer with credentials to enable access to the TAP Subscription. Using the TAP Software, and subject to payment of Fees for the TAP Subscription and any Cloud Collector Appliances, Customer may upload Customer Logs to the TAP portal ("TAP Portal"). "Customer Logs" means any communications, logs and other content and information that Customer or anyone using Customer's account contributes to or through the TAP Portal. Customer grants to FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive license and right to reproduce, modify, create derivative works from, publish, distribute, sell, sub-license, transmit, publicly display and provide access to Customer Logs, for purposes of enhancing FireEye's products and services, so long as (i) FireEye ensures that any Customer Confidential Information is removed from Customer Logs, and (ii) FireEye's use of Customer Logs does not in any way identify Customer or its employees or in any other way allow a third party to identify Customer as the source of the Customer Logs. Customer Logs are Customer's property, and other than the licenses granted in herein, FireEye does not obtain any ownership rights in Customer Logs.

1.1.3 TAP Alerts. Some features of the TAP Subscription may generate alerts of suspected malicious activity (each, a "TAP Alert"). TAP Alerts are FireEye Materials. FireEye hereby grants to Customer a limited, non-exclusive right to use TAP Alerts, and reproduce and distribute those TAP Alerts internally for Customer's own business purposes.

1.1.4 Cloud Collector Management. If Customer has installed Cloud Collectors in connection with the TAP Subscription, then FireEye will continuously monitor the Customer's Cloud Collector Appliances or Cloud Collector TAP Software for system health issues such as monitoring to ensure proper throughput and relay of data.

1.1.5 Cloud Collector Appliances. If the Customer has purchased Cloud Collector Appliances, then during the TAP Subscription Term, FireEye will replace any defective Cloud Collector Appliances as follows:

a) Prior to any return, Customer shall verify that the Cloud Collector Appliance at issue is defective by logging a Support request via one of the mechanisms provided in the Documentation and in accordance with FireEye's RMA procedures, including providing the part number, serial number, quantity and reason for return, an explanation of all failure symptoms and other relevant information.

b) Upon confirmation by FireEye of a defect, Customer shall obtain from FireEye an RMA number. FireEye shall ship via a recognized express courier service a replacement Cloud Collector Appliance to Customer to arrive no later than next business day after FireEye's issuance of an RMA number, provided the RMA number was issued prior to the business day cutoff time local to the defective Cloud Collector Appliance, provided the replacement does not require any custom pre-configuration, and provided no external-to-FireEye circumstances prevent the delivery. The replacement Cloud Collector Appliance may be a new or reconditioned Cloud Collector Appliance (of equivalent or better quality) at FireEye's sole discretion.

c) FireEye shall pay the shipping costs to ship the replacement Cloud Collector Appliance to Customer, but Customer shall bear any and all risk of loss of or damage to said Cloud Collector Appliance at all times after said Cloud Collector Appliance is made available by FireEye to the common carrier.

d) Within five (5) business days after Customer receives the replacement Cloud Collector Appliance from FireEye, Customer shall package the defective Cloud Collector Appliance in its original packing material or equivalent, write the RMA number on the outside of the package and return the defective Cloud Collector Appliance, at FireEye's cost (provided Customer utilizes FireEye's designated courier service and properly packages the defective Cloud Collector Appliance according to FireEye's instructions), shipped properly insured, FOB FireEye's designated facility. Customer shall enclose with the returned Cloud Collector Appliance the applicable RMA form, and any other documentation or information requested by FireEye customer support. Customer shall assume any and all risk of loss of or damage to such Cloud Collector Appliance during shipping. Title to the defective Cloud Collector Appliance shall pass to FireEye upon FireEye's receipt thereof.

e) When a replacement Cloud Collector Appliance is provided and Customer fails to return the defective Cloud Collector Appliance to FireEye within ten (10) business days after Customer receives the replacement Cloud Collector Appliance from FireEye, FireEye may charge Customer, and Customer shall pay for the replacement Cloud Collector Appliance at the then-current list price.

2. Event Volume; True-Up

2.1.1 Fees for the TAP Subscription are divided into "Tiers" based on the volume of events processed through the TAP Subscription per second ("Event Volume"). If at any point during the Subscription Term, Customer's Event Volume exceeds the Tier upon which Customer's TAP Subscription Fees were based, FireEye will not guarantee that Customer Logs in excess of the purchased Tier will be ingested and processed by the TAP Subscription. In times of Event Volume in excess of the paid Tier, Customer Logs will enter a queue. Excessive queueing may cause Customer Logs to be lost from the queue. If at any point during the Subscription Term, Customer's average Event Volume for any consecutive thirty-day period exceeds the Tier upon which Customer's TAP Subscription Fees were based, FireEye may issue a true-up invoice for the pro-rated difference between the Fees already paid for that Subscription Term and FireEye's list prices for the Fees for the Tier associated with Customer's actual Event Volume for that thirty-day period, pro-rated to reflect that thirty-day period and the remainder of the Subscription Term. FireEye will apply any discounts that were applied to initial Fees to FireEye's list prices for any true-up invoice. Until such time that the True Up invoice is paid in full, the TAP Subscription will continue to ingest and process only the Event Volume of the purchased Tier, allowing any excess Customer Logs to enter queueing conditions. The Tier for any Renewal Subscription Term will be the Tier associated with the actual Event Volume for the immediately preceding Subscription Term.

2.1.2 At the end of the Initial Subscription Term and each Renewal Subscription Term, FireEye may true-up Fees for that Subscription Term, and if the average monthly Event Volume for that Subscription Term exceeds the maximum Event Volume for the Tier for which Customer previously paid Fees, then (a) FireEye will issue a true-up invoice reflecting the difference between the Fees already paid for that Subscription Term and the Fees for the Tier associated with Customer's actual Event Volume.

3. TAP Portal Availability

3.1 FireEye shall undertake commercially reasonable efforts to ensure the TAP Portal availability for 99.9% of the time during each calendar month.

3.1.1 "Service Outage" is where the TAP Portal is not available due to a failure or a disruption in TAP Portal that is not the result of Scheduled Maintenance, Emergency Maintenance, a force majeure event or of the act or omission of Customer.

3.1.2 "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance of the TAP Portal may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer.

3.1.3 "Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance and availability of the TAP Portal during the Emergency Maintenance.

3.1.4 "System Availability" means the percentage of total time during which the TAP Portal shall be available to Customer, excluding the Scheduled Maintenance Period, Emergency Maintenance, force majeure events, or acts or omissions of the Customer that cause system downtime.

3.2. Remedy

3.2.1 In the event that the TAP Portal does not meet the monthly service availability defined in 6.1, FireEye will provide a credit to the Customer in accordance to the table below ("Credit") for a validated SLA Claim (defined below).

Percent of TAP Portal Availability per Calendar Month	Service Credit
<99.9%	2%
<99.0%	5%
<98.0%	10%

3.2.2 For determining the Credit, the duration of a Service Outage will be measured as the time starting when Customer experiences unavailability of the TAP Portal and ending when a successful solution or workaround allowing for full restoration of the TAP Portal is provided by FireEye to Customer. Customer must notify FireEye in writing of any Service Outage no later than fifteen (15) days after the date the Service Outage occurred ("SLA Claim") to be entitled to a Credit for that Service Outage.

3.2.3 Any Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Subscription Term for which the Credit applies. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated for non-renewal or for a material uncured breach by Customer, such credits shall become null and void. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated due to a material uncured breach by FireEye, FireEye will promptly pay Customer the amount of the Credit.

3.2.4 Customer shall not be entitled to receive a Credit that exceeds 10% of its prorated monthly Subscription Fee for a Service Outage for the applicable calendar month.

4. FireEye Intelligence Center™ (FIC™), Community Threat Intelligence™ (CTI™). During the Subscription Term, FireEye will provide access to the FireEye Intelligence Center (FIC), which includes the Community Threat Intelligence (CTI) platform, subject to the following:

i. Permitted Use; Reports. Customer may view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye Materials. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports and FIC Content using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

ii. Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (A) one hundred (100)queries of IP addresses and domain names, and (ii) one hundred (100) queries of malware. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

iii. User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC including any contributions to or through the CTI platform (e.g., comments to FIC Content, suspected malware that Customer uploads to FIC). Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including the CTI platform, to the extent such information is de-identified.

iv. Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC.

v. Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

EXHIBIT B-4
SUBSCRIPTION TERMS FOR FIREEYE EMAIL THREAT PREVENTION (ETP) and MOBILE THREAT PREVENTION (MTP)

The following terms govern the Email Threat Prevention Subscription and Mobile Threat Prevention Subscription.

1. Definitions.

"Cloud Subscription" means the online, web-based applications and platform which is made accessible to Customer by FireEye via a designated website, which includes the associated offline Software components to be used in connection with FireEye Mobile Threat Prevention and/or FireEye Email Threat Prevention. FireEye Mobile Threat Prevention ("MTP") and FireEye Email Threat Prevention ("ETP") are separate Cloud Subscriptions and usage is conditional on what the Customer has indicated on an Order.

"Customer Data" means data, information, applications, and any other items originated by Customer that Customer submits to the Cloud Subscription.

"Customer Representatives" means any employee or contractor of Customer or Mobile Device Manager to whom Customer provides access to the Cloud Subscriptions (or any component thereof, including Software) for use on behalf of and for the benefit of the Customer and for Customer's internal business purposes, subject to all the terms and conditions of this Agreement.

"Licensed Device" means (i) with respect to MTP, the registered devices that Customer may have at any time that are registered to the Cloud Subscription; which maximum number shall be based on the subscription fees paid by Customer and identified on the relevant purchase order from Customer as approved and invoiced by FireEye; and (ii) with respect to ETP, the number of email inboxes Customer may have at any time that are registered to the Cloud Subscription; which maximum number shall be based on the subscription fees paid by Customer and identified on the relevant purchase order from Customer as approved and invoiced by FireEye. For the avoidance of doubt, with respect to MTP, "registered devices" are those devices which have loaded device Software and which have been registered to the Cloud Subscription and which have not been retired (meaning unregistered).

"Mobile Device Manager" shall mean a third party who has been engaged by the Customer to provide security services for Licensed Devices for the benefit of Customer. Where indicated as such, the Mobile Device Manager shall be a subset of the definition of the Customer Representatives solely as applicable to MTP.

"Software" means the object code version of FireEye's proprietary computer programs delivered to Customer hereunder for use in connection with the Cloud Subscriptions, including collectively and individually the device-side software used on devices registered to the Cloud Subscription ("Device Software") and any connector software and/or any other server-side software (collectively the "Premise Software") , each which are delivered to Customer hereunder for use in connection with the Cloud Subscriptions, and any Documentation, backup copies and updates, upgrades, maintenance releases, bug fixes to any of the forgoing provided to Customer hereunder.

2. Right of Access and Use. During the Subscription Term, and subject to the terms of this Agreement, FireEye grants to Customer a non-exclusive right to (a) permit those Customer Representatives authorized by Customer to access and use the Cloud Subscriptions on Customer's behalf in compliance with the terms of this Agreement, and (b) to install, copy and use Premise Software in connection with Cloud Subscriptions in accordance with the Agreement and this Exhibit, but solely on systems and hardware owned or controlled or otherwise managed by Customer on behalf of and for the benefit of Customer, (c) to install, copy and use Device Software in connection with Cloud Subscriptions in accordance with the Documentation, but solely on devices used by Customer Representatives on behalf of and for the benefit of Customer. Notwithstanding anything else herein, the number of devices Customer and/or Customer Representatives may register to the Cloud Subscriptions may not exceed the number of Licensed Devices.

Notwithstanding anything to the contrary herein, if Customer is using the Cloud Subscriptions for evaluation purposes then such Customer usage is solely for internal testing and evaluation and the Subscription Term shall not exceed fifteen (15) days unless otherwise mutually agreed upon in a signed Evaluation License Agreement.

3. Restrictions. Except as otherwise expressly permitted under this Agreement, Customer agrees that it shall not, nor shall it permit any third party to, (a) use the Cloud Subscriptions (or any portion thereof) in excess of or beyond the Subscription Term, the Licensed Device quantity, and/or other restrictions/limitations described in this Agreement; use the Cloud Subscriptions to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or other rights; (d) interfere with or disrupt the integrity or performance of the Cloud Subscriptions or third-party data contained therein; (e) use the Software on equipment or devices which are not specified in the Documentation; (f) Cloud Subscription specific to ETP Cloud Subscriptions, Customer shall route email through a commercially available secure email gateway for anti-spam scanning prior to relay through the FireEye network. No rights or licenses are granted other than as expressly and unambiguously set forth herein. Customer access and usage for the Cloud Subscriptions is limited to the MTP or ETP Subscription that has been paid or are being evaluated by the Customer.

4. Updates, Malware Detection Content and Support Services. Updates and malware detection content and/or support services are not necessarily provided with the Software or Subscriptions, and may require additional payment or include additional terms and conditions. However, to the extent that an update to the Software and/or malware detection content is provided, such update/content shall be deemed "Software" provided subject to this Agreement. If malware detection content/support services are provided, FireEye reserves the right to change the scope or duration of such services at anytime, and to access, freely use and distribute data collected from Customer through such services. If such services are made available, Customer may be required to pay fees or other charges for use or access to some or all such services, which fees and terms will be specified in the invoice or order form for such service.

5. Device Count Increases; Reporting; Invoice. If the number of devices that Customer or Customer Representatives have registered to the Cloud Subscription ("Actual Device Count") exceeds Customer's then current Licensed Device count or if Customer wishes to increase the Licensed Device count, then Customer shall notify FireEye (or the applicable FireEye Partner) and submit an Order for the incremental Subscription Fees due, and upon receipt of such Order, the Licensed Device count shall be amended to reflect this change. Upon written request, Customer will provide FireEye a report identifying (i) the Actual Devices; (ii) the copies of and location of the Premise Software maintained; and (iii) any other information reasonably requested by FireEye at the time as it relates to the use of the Cloud Subscription to determine compliance with the terms of this Agreement. FireEye and/or its Authorized Resellers may invoice Customer if it learns of any shortfalls, i.e. that the Licensed Device Count is below the Actual Device count. The fees charged to Customer for increases in License Device counts will be based on the then-current Subscription Term pricing.

6. Cloud Subscription Availability

6.1 FireEye shall undertake commercially reasonable efforts to ensure the Cloud Subscription availability for 99.9% of the time during each calendar month.

6.1.1 "Service Outage" is where the Customer is not receiving Cloud Subscription due to a failure or a disruption in the Cloud Subscriptions and is not the result of Scheduled Maintenance, Emergency Maintenance, a force majeure event or of the act or omission of Customer.

6.1.2 "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance of the Cloud Subscriptions may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer.

6.1.3 "Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance and availability of the Cloud Subscriptions during the Emergency Maintenance.

6.1.4 "System Availability" means the percentage of total time during which the Cloud Subscriptions shall be available to Customer, excluding the Scheduled Maintenance Period, Emergency Maintenance, force majeure events, or acts or omissions of the Customer that cause system downtime.

6.2. Remedy

6.2.1 In the event that the Cloud Subscription does not meet the monthly service availability defined in 6.1, FireEye will provide a credit to the Customer in accordance to the table below ("Credit") for a validated SLA Claim (defined below).

Percent of System Availability per Calendar Month	Service Credit
<99.9%	25%
<99.0%	50%
<98.0%	100%

6.2.2 For determining the Credit, the duration of a Service Outage will be measured as the time starting when there is a disruption in Cloud Subscription and ending when a successful solution or workaround allowing for full restoration of the Cloud Subscriptions is provided by FireEye to Customer. Customer must notify FireEye in writing of any Service Outage no later than fifteen (15) days after the date the Service Outage occurred ("SLA Claim") to be entitled to a Credit for that Service Outage.

6.2.3 Any Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Subscription Term for which the Credit applies. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated for non-renewal or for a material uncured breach by Customer, such credits shall become null and void. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated due to a material uncured breach by FireEye, FireEye will promptly pay Customer the amount of the Credit.

6.2.4 Customer shall not be entitled to receive a Credit that exceeds 100% of its prorated monthly Subscription Fee for a Service Outage for the applicable calendar month.

EXHIBIT B-5
SUBSCRIPTION TERMS FOR FIREEYE ADVANCED THREAT INTELLIGENCE PLUS (ATI+)

The following terms govern the Advanced Threat Intelligence Plus (ATI+) Subscription.

The ATI+ Subscription comprises two features: Continuous Monitoring ("CM" or "Continuous Monitoring") and the FireEye Intelligence Center™ (FIC™) ("FIC").

1. Continuous Monitoring

The Continuous Monitoring portion of the Subscription is purchased in connection with one or more FireEye Products, and includes the following during the Subscription Term for the specific Products for which Continuous Monitoring was purchased (some Products may not be eligible for CM):

(a) Critical Event Notification. For Customers who have purchased the FireEye NX, FX, HX or EX Product, MVX Smart Grid with Network Smart node product combination, or the ETP or TAP Subscription, FireEye will provide Customer with proactive notifications of events FireEye determines to be critical that are logged by the Products ("Alerts"). FireEye will also provide Customer with access to a detailed description of the Alert. Alerts are not proof of vulnerability, threats or attacks on Customer.

(b) System Health Monitoring and Notification. For Customers who have purchased the FireEye NX, EX, FX, HX AX or FX Product, or MVX Smart Grid w/Network Smart node combination (hardware only), FireEye will provide Customer with proactive notifications of serious system health issues related to the hardware for Products covered by Continuous Monitoring. Customers will also be provided with metrics on critical event notifications and, for purchased hardware, the status of monitored hardware parameters.

(c) Portal Access. Alerts and critical event notifications from Continuous Monitoring will be provided via an online portal, and FireEye will provide login credentials to the Customer to enable access to that portal.

(d) Continuity of Monitoring. The monitoring activities described in (a)-(c) above will be provided on a 24/7 basis.

(f) Reseller and Partner Purchases. If Customer receives the Subscription via a FireEye Partner, Customer agrees that the Subscription may be delivered to Customer through the Partner. Notwithstanding any other confidentiality obligations between the parties, Customer authorizes FireEye to disclose information related to the Subscription to the Partner.

(g) Exclusions. Notwithstanding anything else contained in this Agreement to the contrary, FireEye shall have no obligation or responsibility to provide the Subscription for (i) Products for which Customer does not have an active Subscription in place; (ii) Products that the Customer (or FireEye or another third party on Customer's behalf) has configured with a one-way feed of FireEye's Dynamic Threat Intelligence subscription; (iii) Products with an installed FireEye operating system less than version 6.2; (iv) Products that are end of life; (v) Products that have no active support service in place; (vi) Products for which software updates have not been applied; or (vii) Products that have not been installed and deployed.

2. FireEye Intelligence Center™ (FIC™), Community Threat Intelligence™ (CTI™)

FireEye will provide the FIC portion of the Subscription, which includes the Community Threat Intelligence (CTI) platform, during the Subscription Term, as set forth below:

2.1 Permitted Use; Reports. Customer may view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye Materials. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports and FIC Content using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

2.2 Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (i) one hundred (100) queries of IP addresses and domain names, and (ii) one hundred (100) queries of malware per day. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

2.3 User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC including any contributions to or through the CTI platform. Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including the CTI platform to the extent such information is de-identified.

2.4 Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC. Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

EXHIBIT B-6
SUBSCRIPTION TERMS FOR FIREEYE INTELLIGENCE CENTER™ (FIC™) (INCLUDING COMMUNITY THREAT INTELLIGENCE™ (CTI™))

The following terms govern the FireEye Intelligence Center™ (FIC™) Subscription, which includes access to the Community Threat Intelligence™ (CTI™) platform.

1. During the Subscription Term, FireEye will provide access to the FireEye Intelligence Center (FIC), which includes the Community Threat Intelligence (CTI) platform, subject to the following:

i. Permitted Use; Reports. Customer may view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye Materials. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports and FIC Content using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

ii. Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (A) one hundred (100)queries of IP addresses and domain names, and (ii) one hundred (100) queries of malware. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

iii. User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC including any contributions to or through the CTI platform (e.g., comments to FIC Content, suspected malware that Customer uploads to FIC). Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including the CTI platform, to the extent such information is de-identified.

iv. Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC.

v. Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

EXHIBIT B-7
SUBSCRIPTION TERMS FOR FIREEYE iSIGHT INTELLIGENCE

The following terms govern the FireEye iSIGHT Intelligence Subscription ("iSIGHT" or "iSIGHT Subscription"). FireEye will provide the iSIGHT Subscription purchased by the Customer, as shown on the Order.

1. Definitions.

1.1 "Access Method(s)" or "Access Methods" means the MySIGHT Portal ("MySIGHT"), Software Development Kit ("SDK"), Application Programming Interface ("API"), Browser Plugin, iSIGHT App for Splunk, or any other method provided by FireEye for Customer to access the iSIGHT Subscription, individually or collectively. All Access Methods are FireEye Material as defined in the Agreement.

1.2 "Application" is a software program the Customer creates, or causes to have created on its behalf, that is designed to access the Content, which includes the features of the SDK/API but adds significant functionality beyond that provided by the SDK/API.

1.3 "Application Programming Interface" or "API" means the latest version of the iSIGHT Application Programming Interface software made generally available by iSIGHT, with its developer's guide and other related material (available at http://www.isightpartners.com).

1.4 "Browser Plugin" means the iSIGHT Browser Plugin which a Customer may install on Google Chrome and/or other commercially available and supported browsers that allows the Customer to access and view the Content when licensed to do so. The Browser Plugin displays the iSIGHT logo and links to MySIGHT. The Browser Plugin includes the latest version of the Browser Plugin software, its documentation and any html embedded code.

1.5 "Content" means the cyber threat intelligence data and any reports, threat indicators, trends, events, information, documentation or functionality provided in connection with the iSIGHT Subscription. All Content is FireEye Material as defined in the Agreement.

1.6 "End User" means the Customer or the Customer's employees, as applicable.

1.7 "Software Development Kit" or "SDK" shall mean the latest publicly-available version of the iSIGHT Software Development Kit and any associated documentation, tools, libraries, technical notes, software code, or other materials.

1.8 "iSIGHT App for Splunk" means the application provided by FireEye, which a Customer may install on Splunk, that allows the Customer to access and view the Content in accordance with this Agreement. The iSIGHT App for Splunk includes the latest version of the iSIGHT App for Splunk software, its documentation and any html embedded code.

1.9 "iSIGHT Subscription" includes but is not limited to, Cyber Crime, Cyber Espionage, Critical Infrastructure, Enterprise, Hacktivism, Vulnerability and Exploitation, MySIGHT Portal, Global Response, Analyst Access, iSIGHT SDK, iSIGHT API, iSIGHT Research Reports, or the current offering(s) as listed on the iSIGHT website, and as purchased by the Customer as shown on the Order.

2. License; Access to iSIGHT Subscription and Content.

2.1. Grant of Limited License. During the Subscription Term, FireEye grants to Customer in strict accordance with the terms of this Agreement, a limited, worldwide, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable royalty-free right and license to:

(a) use MySIGHT, the iSIGHT Subscription, and any Content provided by FireEye for internal use only. The ISIGHT Subscription can be used by End Users who have a valid "need to know" within Customer's organization, typically defined as a person or group that has a direct role in securing information system or networks. FireEye agrees to provide support for the ISIGHT Subscription in accordance with Section 3 below ("Subscription Support" or "Support").

(b) use the API to search, display, and otherwise access the Content. The API can be used to develop, display, or integrate applications, scripts, tools or workflows that interoperate with iSIGHT Subscriptions for the Customer's internal use. FireEye agrees to provide Support for the latest version of the API in accordance with Section 3 below.

(c) download, install and use the Software Development Kit ("SDK") to design, develop and test an Application(s), for the Customer's internal use only, for the purpose of customizing access to the Content. The Customer may modify the source code versions of sample files, if any, included with the SDK for the purpose of creating Customer's Application(s), and may make a reasonable number of copies of the SDK as necessary to develop Customer's Application(s), provided that Customer must reproduce complete copies of the SDK, including without limitation all "read me" files, copyright notices, and other legal notices and terms. FireEye agrees to provide Support for the ISIGHT SDK in accordance with Section 3 below.

(d) use the Browser Plugin to search, display and otherwise access the Content for the Customer's internal use only. Customer may install and use one copy of the Browser Plugin on a single computer per license. FireEye agrees to provide Support for the latest version of the Browser Plugin in accordance with Section 3 below

(e) use the ISIGHT App for Splunk to search, display and otherwise access the Content for the Customer's internal use only. Customer may install and use one copy of the ISIGHT App for Splunk on a single computer per license. FireEye agrees to provide Support for the latest version of the ISIGHT App for Splunk in accordance with Section 3 below.

2.2. Access Keys. Use of the Access Methods and access to the ISIGHT Subscription and the Content by Customer's End Users is provided through access keys or login credentials. Access keys in association with the Access Methods and ISIGHT Subscription shall be kept in confidence by Customer and Customer's End Users. Access keys will be issued to individual End Users by FireEye in accordance with each particular Access Method's parameters and will not be shared between End Users. Customer may not establish group accounts. Any unauthorized disclosure or dissemination of access keys by Customer or End Users shall be deemed a material breach of this Agreement. Customer shall inform FireEye of any data breach concerning login credentials in a timely manner. FireEye reserves the right to change, suspend, remove, or disable Customer's access keys to the Access Methods, ISIGHT Subscription , and Content upon notice if a material breach is suspected and not rectified upon notification.

2.3. Latest Version. The license granted to Customer under this Agreement is for the current version of the Access Methods. FireEye may release future versions of the Access Methods as determined in the sole discretion of FireEye. Nothing in this Agreement is a commitment to Customer of compatibility between the existing Access Methods and any future versions of the Access Methods. FireEye reserves the right to discontinue offering particular Access Methods (or any updates thereto) or to modify the Access Methods at any time in its sole discretion.

2.4. Multiple Copies. Customer may receive software for an Access Method in more than one medium and/or in multiple copies. The Customer's license rights are in accordance with the Order regardless of the number of copies received.

2.5. Additional Licenses. Customer may purchase additional licenses for the Browser Plugin for its authorized End Users through the Chrome Web Store. Customer may purchase additional licenses for the ISIGHT App for Splunk for its authorized End Users through Splunk. Additional licenses for the Browser Plugin and ISIGHT App for Splunk may be purchased and will be valid for the current Subscription Term as provided in the Order.

2.6. Customer Application. The Customer may allow Customer's employees to access and use the SDK/API on Customer's behalf to design an Application. The Customer may not rent, lease, sell, transfer, sublicense or time-share the Customer's Application to any third-party without the express consent of FireEye. Customer shall retain all right, title or interest in the Application and as such, Customer agrees to indemnify and hold harmless FireEye for any claims of infringement made against FireEye in connection with any Application. The Customer's Application(s) must perform in accordance with the terms of this Agreement and must ensure the security and confidentiality of FireEye's Confidential Information. Customer assumes full responsibility for any breach of

security caused by Customer's Application(s) in connection with the Content, API, SDK, and specifically to any unauthorized disclosure of any FireEye Materials or FireEye Confidential Information.

2.7. Content Modifications. Customer may access the Content from the MySIGHT Portal, via email, SMS, HTML, API, any other Access Methods as officially distributed by FireEye or an FireEye sanctioned third-party integration. FireEye reserves the right to modify, amend, augment, reduce or alter the Content's format, or Access Methods, or mode of retrieval of the Content, that in the sole judgment of FireEye is in its customers' best interests. Customer will be entitled to retrieve the Content with any updates, modifications, additions or changes in the Content. These changes may require Customer to upgrade its systems, hardware or software and FireEye will not be responsible for the costs of any such changes.

2.8. Prohibited Usage. Customer must comply with any Intellectual Property rights asserted in any materials contained in the Content. The following conduct and usage restrictions apply during Customer's download, installation, and use of the Content and/or Access Methods, and survive termination of the Agreement or Subscription Term. Customer and its authorized End Users may not:

a. rent, lease, lend, sell, redistribute or sublicense any part of the ISIGHT Subscription or Access Methods to any other party;

b. share the ISIGHT Subscription , Access Methods, Content or Confidential Information with any third-parties, except as expressly authorized in advance by this Agreement or by FireEye in writing;

c. use the ISIGHT Subscription or Access Methods in the operation of a service or in any way to provide services to any third-party;

d. create derivative works for external distribution or use based upon the Content;

e. create apps, extensions, or other products and services that use Content except as set forth herein;

f. display, post, frame, or scrape the Content, except as allowed under this Agreement;

g. use the Access Methods for any other purpose than to access the ISIGHT Subscription and the Content;

h. use the Access Methods for any illegal or unauthorized purpose to promote or provide instructional information about illegal activities or to promote stalking, physical harm or injury against any group or individual, or any use that violates the rights of privacy and publicity of others;

i. create, place, or disseminate any materials or other items that are inappropriate, defamatory, obscene, pornographic, harassing, threatening, abusive, hateful or otherwise offensive, or is unlawful (including any content that infringes any patent, trademark, service mark, copyright, trade secret or other proprietary right of any third-party without appropriate permissions);

j. transmit any viruses, worms, defects, Trojan horses, time-bombs, malware, spyware, or any other computer code of a destructive or interruptive nature in connection with use of the Access Methods;

k. use the Access Methods in connection with or to promote any products, services, or materials that constitute, promote or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, unsolicited mass distribution of email ("spam"), hacking, surveillance, interception, descrambling equipment, stolen products and items used for theft;

l. create any Application that exposes or provides functionality of the Access Methods to any third party;

m. interfere, restrict or inhibit any other customer from using the Access Methods or Content or disrupt any services offered by FireEye through any medium;

n. attempt to exceed or exceed the usage limits established by FireEye for the Customer (http://www.isightpartners.com/doc/sdk-bp-docs/#/rate_limiting).

2.9. Restrictions. FireEye expressly reserves the right to limit the number and/or frequency of requests for Content made through the Access Methods in its sole discretion in line with technical design and performance standards as documented in the publicly available developers guide. FireEye may limit the number of network calls that any Application may make via the Access Methods, the maximum file size, or the maximum amount of ISIGHT material that may be accessed. FireEye may change such usage limitations at any time and without notice. In addition to any other rights under this Agreement, FireEye may utilize technical measures to prevent over-usage or to stop usage of any Access Methods or any Application after any usage limitations are exceeded. The most current API/SDK documentation and developers guide can be found at http://www.isightpartners.com/doc/sdk-bp-docs/#/, and these documents detail the current rates and capabilities of the API.

2.10. Customer recognizes and agrees that certain information and data that will be provided by Customer to FireEye pursuant to the ISIGHT Subscription is not owned by Customer and is not Confidential Information of

Customer. Malware submitted by Customer to FireEye for analysis under ISIGHT Global Response, and other information submitted by Customer to FireEye that is not unique to and/or developed by Customer (collectively "Submissions") shall not be considered Confidential Information or Intellectual Property of the Customer. FireEye may use the Submissions, aggregate the Submissions with submissions from other FireEye customers as well as original research and analysis, and share that aggregated intelligence with Customer and with other FireEye customers to enhance the services FireEye provides to its customers. FireEye will anonymize all Submissions prior to distribution, and will not identify the source of any Submission without written permission in each case.

3. Service Levels.

3.1. Service Call and Subscription Support

FireEye maintains a service desk in order to assist its customers with issues, trouble or general questions concerning use of the FireEye ISIGHT Products. Customer may initiate a service call as follows:

Description	Details
FireEye Service Desk (Primary, escalation and off-hours contact)	servicedesk@isightpartners.com
Service Desk Hours	24 x 7
Service Call Response Time ("Response Time Standard")	4 hours for initial response (confirmation of receipt is immediate through an automated ticketing system)
ISIGHT API	General information regarding ISIGHT API which can be accessed at http://www.isightpartners.com/doc/api2.0/docs/#/
Other resources (all other Subscription Support issues)	Existing Clients – Contact your assigned Intelligent Account Manager at: client-engagement@isightpartners.com Prospective Clients – Contact your assigned Sales Engineer at: sales-engineering@isightpartnerns.com Partners, Resellers, Referrals – Contact partners program representative at: partners@isightpartners.com

FireEye will catalog and evaluate all bugs or software issues as they are reported. Such issues will be prioritized based on variables such as customer impact, security impact, etc. and will be scheduled for release accordingly. When applicable, FireEye will notify Customer of urgent patches or bug fixes. Support Services do not include custom programming services, on-site support, or other services including installation of hardware or software, or training.

3.2. Maintenance and Updates

(a) When feasible and appropriate, FireEye will provide Customer prior notification about major releases at least two weeks in advance via communication from FireEye representatives.
(b) Scheduled system maintenance will be performed during the targeted times of 01:00 – 07:00 UTC on Thursdays and 12:00 – 19:00 UTC on Sundays. Prior notification will be provided in the event of any impact to customer facing applications.
(c) Emergency maintenance notifications will be provided by FireEye as early as possible but with a goal of six (6) hours' prior notice provided. Further, FireEye will strive to minimize the impact of any maintenance on any critical system during standard business hours around the globe.

3.3. Subscription Availability

(a) The FireEye ISIGHT API will have at least 99% system uptime ("API Uptime Standard").

(b) The iSIGHT MySIGHT Portal will have at least a 99% system uptime ("Portal Uptime Standard").

(c) FireEye realizes that a failure to meet the Response Time Standard, API Uptime Standard and the Portal Uptime Standard (collectively, the "Service Level Standards") could have an adverse impact to Customer. If FireEye fails to meet any of the Service Level Standards ("Service Level Failure"), FireEye will: (i) promptly investigate and report on the root cause of the problem; (ii) advise Customer of the remedial efforts being undertaken with respect to this failure to meet the Service Level Standards; (iii) use commercially reasonable efforts to correct the problem and begin meeting the Service Level Standards; and (iv) take appropriate preventative measures designed to ensure that the problem does not recur.

EXHIBIT C
FIREEYE SUPPORT SERVICES APPLICABLE FOR FIREEYE PRODUCTS

1. SUPPORT PURCHASED SEPARATELY FROM THE PRODUCTS. In the event Customer has purchased the Products and pass-through Support Services from FireEye through a FireEye authorized reseller (a "Reseller"), Customer will be entitled to all the rights herein set forth related to the level of Support Service requested and paid for by it, provided Customer: (a) is the original purchaser of the covered Products, (b) has provided true, accurate, current and complete information to FireEye included with its purchase; and (c) has maintained and updated this information to keep it true, accurate, current, and complete.

2. SUPPORT SERVICES PROVIDED BY FIREEYE.

FireEye offers a range of programs for the support of its Products as described below ("Support Programs"). Customer shall be entitled to receive the Support Services specified on the applicable support invoice and described below to the extent that Customer has paid in full the applicable Fees for Support Services.

2.1 Software Maintenance Services – include each of the following:

Software Updates. During the Support Term , FireEye shall provide Customer notification of bug fixes, maintenance patches and new releases which may contain minor enhancements to the features or functions of the Product ("**Updates**"). FireEye may designate a particular release of the Product as an Update at its sole discretion. Customer may obtain Updates either through delivery of a machine-readable copy pursuant to instructions contained in the document notifying Customer of an available Update or by downloading the Update from FireEye's server via the Internet. FireEye reserves the right to impose additional charges for releases of Products (i) that provide major enhancements to the features or functions of the Products, as determined by FireEye at its sole discretion; or, (ii) that provide additional features or perform additional functions not provided or performed by the Products.

Software Error Corrections. During the Support Term, FireEye shall use commercially reasonable efforts to correct any reproducible programming error in the software associated with the Product attributable to FireEye, employing a level of effort commensurate with the severity of the error, provided, however, that FireEye shall have no obligation to correct all errors in the Products. Upon identification of any programming error, Customer shall notify FireEye of such error in writing and shall provide FireEye with enough information to locate and reproduce the error. FireEye shall not be responsible for correcting any errors not attributable to FireEye. Errors attributable to FireEye shall be those that are reproducible by FireEye on unmodified Products. If it is found that a particular error is fixed in the most current Product release, then FireEye shall have no obligation to fix the error in any prior Product release and Customer will need to upgrade to the current Product release in order to obtain the fix.

2.2 Support Programs

(a) Platinum Support includes all of the services set forth above under Software Maintenance Service (section 2.1) and additionally:

- *Email, Live Chat, Web or Telephone Support*. During the Support Term, FireEye shall provide Customer technical email, live chat, web or telephone support for the Products twenty-four (24) hours per day, 365 days a year. FireEye's support technician shall only be obligated to respond to Customer's fifteen (15) designated contacts.
- FireEye shall use commercially reasonable efforts to respond to the request for support as detailed in the Initial Response Times table found at https://www.fireeye.com/support/programs.html regarding use or installation of the Product that is communicated to FireEye via one of the mechanisms above to the attention of FireEye's support engineers.
- *Product Return*. During the term of this Agreement, Customer shall have the right to return to FireEye any defective Product subject to the limited warranty. Additionally, FireEye will fulfill the following Advance Return provisions below.

- Advance Replacement. Prior to any return as to which Advance Replacement applies, Customer shall verify that said Product is defective by logging a Support request via one of the mechanisms described above and in accordance with FireEye's RMA procedures, including providing the part number, serial number, quantity and reason for return, an explanation of all failure symptoms and other relevant information. Upon confirmation by FireEye of a defect, Customer shall obtain from FireEye an RMA number. FireEye shall ship via a recognized express courier service a replacement Product to Customer to arrive no later than next business day after FireEye's issuance of an RMA number, provided the RMA number was issued prior to the business day cutoff time local to the defective Product, provided the replacement does not require any custom pre-configuration, and provided no external-to-FireEye circumstances prevent the delivery. The replacement Product may be a new or reconditioned Product (of equivalent or better quality) at FireEye's sole discretion. FireEye shall pay the shipping costs to ship the replacement Product to Customer, but Customer shall bear any and all risk of loss of or damage to said Product at all times after said Product is made available by FireEye to the common carrier. The support service will transfer from the defective Product to the replacement Product. Within five (5) business days after Customer receives the replacement Product from FireEye, Customer shall package said defective Product in its original packing material or equivalent, write the RMA number on the outside of the package and return said defective Product, at FireEye's cost provided Customer utilizes FireEye's designated courier service and properly packages the defective Product according to FireEye's instructions, shipped properly insured, FOB FireEye's designated facility (except that FireEye shall pay for shipping). Customer shall enclose with the returned Product the applicable RMA form, and any other documentation or information requested by FireEye customer support. Customer shall assume any and all risk of loss of or damage to such Product during shipping. Title to the defective Product shall pass to FireEye upon FireEye's receipt thereof. When a replacement Product is provided and Customer fails to return the defective Product to FireEye within ten (10) business days after Customer receives the replacement Product from FireEye, FireEye may charge Customer, and Customer shall pay for the replacement Product at the then-current list price.

(b) Platinum Priority Plus Support iincludes all of the services set forth above under Platinum Support [section 2.2(a)] and additionally:

- *Access to Support*. Customer will be provided with direct priority access to Level 2 Advanced Engineering support who shall respond to Customer's unlimited number of designated contacts. A Designated Support Engineer (DSE) point of contact, who is available during Customer's business hours (for single Customer site if Product(s) installed at multiple Customer sites), will be made available to be the focal point of contact within FireEye, to project manage Customer's technical issues.
- *Onsite Support*. Onsite visits for problem assistance at DSE's sole discretion.
- *Reporting*. FireEye will supply Customer with monthly reports detailing technical support provided during the previous month. Quarterly business reviews will also be conducted.

(c) Government Support, if available, includes all of the services set forth above under Platinum Support [section 2.2(a)] and additionally:

- *Email, Live Chat, Web or Telephone Support*. For the specified country, access to citizens of that country for the fulfillment of Level 1 and 2 technical support requests.

(d) Government Priority Plus Support includes all of the services set forth above under Government Support [section 2.2(c)] and additionally:

- *Access to Support*. Customer will be provided with direct priority access to Level 2 Advanced Engineering support who are citizens of that country and shall respond to Customer's unlimited number of designated contacts. A Designated Support Engineer (DSE) point of contact who is a citizen of that country and available during Customer's business hours (for single Customer site if Product(s) installed at multiple Customer sites), will be made available to be the focal point of contact within FireEye, to project manage Customer's technical issues.
- *Onsite Support*. Onsite visits for problem assistance at DSE's sole discretion.
- *Reporting*. FireEye will supply Customer with monthly reports detailing technical support provided during the previous month. Quarterly business reviews will also be scheduled.

(e) Special Services. FireEye agrees to use commercially reasonable efforts to respond to any requests by Customer for support services not specifically provided for above. Customer acknowledges that all such services provided by FireEye shall be at FireEye's discretion and then-current fees and policies.

3. CUSTOMER RESPONSIBILITIES.

3.1 Requesting Support Services. When requesting Support Services from FireEye under this Agreement, Customer should have the following information available to provide to FireEye, if requested: (i) detailed problem description, including operating system ("OS") version, Product model and serial number(s), of the affected Product, and a detailed description of the troubleshooting that has already been done to try to resolve the problem; (ii) detailed system log files; (iii) configuration and login details to allow FireEye access as needed to the Products via the Internet for the purpose of providing support services and permissions needed in order for FireEye to conduct such remote access; (iv) a detailed description of changes to the environment; and (v) Customer's unique ID, Account ID, the serial number(s) of the Product(s) covered by this Agreement or other unique customer identifier as assigned to Customer by FireEye. Customer acknowledges and agrees that failure to have any or all information or access available as needed by FireEye in order to provide the Support Services may result in delays in FireEye's response, may hinder FireEye's ability to perform the Support Services and/or may cause incorrect Support Program fulfillment. FireEye will not be responsible for any such delays and inability to perform due to causes not due to FireEye.

3.2 Customer Assistance. Customer agrees to: (i) ensure that their site complies with any and all applicable FireEye published system environmental specifications; (ii) follow FireEye's procedures when requesting Support Services; (iii) provide FireEye reasonable access to all necessary personnel to answer questions or resolve problems reported by Customer regarding the Products; (iv) promptly implement all Updates and error corrections provided by FireEye under this Agreement; (v) maintain FireEye supported versions of required third party software, if any; and (v) notify FireEye promptly of any relocation of the Products from the location to which the Products were originally shipped. Customer agrees to use reasonable efforts to resolve internally any support questions prior to requesting Support Services pursuant to this Agreement. During the Support Term, FireEye may obtain information regarding Customer's email communication and Customer agrees that, as a condition to FireEye's provision of Support Services, FireEye may use statistical data generated regarding Customer's email correspondence with customer support so long as the source or content of the emails is not being disclosed.

3.3 Contact People. Customer shall appoint the specified number of individuals (depending upon the Support Program purchased) within Customer's organization to serve as contacts between Customer and FireEye and to receive support through FireEye's telephone support center. Customer's contacts shall have been adequately trained on the Products and shall have sufficient technical expertise, training and experience. All of Customer's support inquiries shall be initiated through these contacts.

4. EXCLUSIONS. Notwithstanding anything else contained in this Agreement to the contrary, FireEye shall have no obligation or responsibility to provide any Support Services relating to problems arising out of or related to (i) Customer's failure to implement all Updates to the Product which are made available to Customer under this Agreement; (ii) the failure to provide a suitable installation environment; (iii) any alteration, modification, enhancement or addition to the Products performed by parties other than FireEye; (iv) use of the Products in a manner, or for a purpose, for which they were not designed; (v) accident, abuse, neglect, unauthorized repair, inadequate maintenance or misuse of the Products; or relocation of the Products (including without limitation damage caused by use of other than FireEye shipping containers), (vi) operation of the Products outside of environmental specifications; (vii) interconnection of the Products with other products not supplied by FireEye; (viii) use of the Products on any systems other than the specified hardware platform for such Products; or (ix) introduction of data into any database used by the Products by any means other than the use of the software associated with the Products. Notwithstanding anything else contained in this Agreement to the contrary, FireEye will support all generally available ("GA") versions of the FireEye OS, for a minimum of one (1) year from GA release date, regardless of the number of supported OS GA versions. FireEye will also support the two (2) most current OS GA versions, regardless of the elapsed time from GA release date. If available, and at FireEye's sole discretion, support for any other OS versions or for other problems not covered under this Agreement may be obtained at FireEye's then-current fees and policies for such services. FireEye's complete end of life policy can be found at http://www.fireeye.com/support/supported-products.html

5. LAPSED SUPPORT AND UPGRADED SUPPORT.

5.1 Lapsed Support. After any lapse of Support Services, the parties subsequently may elect to reinstate such Support Services for Products for which the Support Services lapsed pursuant to the terms and conditions set forth in this Agreement; provided, however, that (i) Customer agrees to pay for the period of time that has lapsed as well as any renewal term, and (ii) such Products must be in good working condition, as solely determined by FireEye or its designee.

5.2 Support Program Upgrade. At any time during the Term, Customer may upgrade to FireEye's next level of Support Program by (i) notifying FireEye of Customer's desire to upgrade; (ii) acknowledging in writing the then-current terms and conditions for the relevant Support Program; and (iii) paying FireEye the additional Support Fee owed in connection with such upgraded Support Program.

Exhibit A
Product Passthrough Terms – Google Apps for Work (for Customers)

Customer has entered into a certain written agreement (the "Agreement") pursuant to which Customer has purchased the right to access and use the Product. These Product Passthrough Terms set forth the terms and conditions under which Customer may access and use such Product.

1. Product.

   1.1 Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Provider stores and processes its own information of a similar type. Provider has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Product, Provider may transfer, store and process Customer Data in the United States or any other country in which Provider or its agents maintain facilities. By using the Product, Customer consents to this transfer, processing and storage of Customer Data.

   1.2 Modifications.

      a. To the Product. Provider may make commercially reasonable changes to the Product, from time to time. If Provider makes a material change to the Product, Customer may be informed of such change, provided that Customer has subscribed with Provider to be informed about such change.

      b. To URL Terms. Provider may make commercially reasonable changes to the URL Terms from time to time. If Provider makes a material change to the URL Terms, Customer may be informed of such change through the Notification Email Address or via the Admin Console. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Partner or Provider via the Help Center within thirty days after receiving notice of the change. Upon such notification, Customer will remain governed by the URL Terms in effect immediately prior to the change until the end of the then-current term for the affected Product. If the affected Product is renewed, they will be renewed under Provider's then current URL Terms.

   1.3 Customer Domain Name Ownership. Prior to providing the Product, Provider or Partner may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Provider will have no obligation to provide Customer with the Product.

   1.4 Federal Information Security Management Act (FISMA). The Provider's Product known as "Google Apps Core Services" received a FISMA "Authorization to Operate" for a Moderate impact system. Provider will continue to maintain a System Security Plan (SSP) for the Google Apps Core Services, based on NIST 800-53 Rev. 3, or a similarly applicable standard. If Provider does not maintain this SSP as stated, Customer's sole and exclusive remedy, and Provider's entire liability, will be Customer's ability to terminate use of the Product upon thirty days prior written notice.

2. Customer Obligations.

   2.1 Compliance. Customer will use the Product in accordance with the Acceptable Use Policy. Provider may make new applications, features or functionality for the Product available from time to time, the use of which may be contingent upon Customer's agreement to additional terms. In addition, Provider will make other Non-Google Apps Products (beyond the Product) available to Customer and its End Users in accordance with the Non-Google Apps Product Terms and the applicable product-specific Provider terms of service. If Customer does not desire to enable any of the Non-Google Apps Products, Customer can enable or disable them at any time through the Admin Console.

   2.2 Customer Administration of the Product. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer and Partner are responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with these

Product Passthrough Terms. Customer agrees that Provider's responsibilities do not extend to the internal management or administration of the Product for Customer and that Provider is merely a data-processor.

2.3 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Provider providing Customer with the ability to do so, and (ii) Provider to provide the Product.

2.4 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Product, and to terminate any unauthorized use. Customer or Reseller will promptly notify Provider of any unauthorized use of, or access to, the Product of which it becomes aware.

2.5 Restrictions on Use. Unless Provider specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Product to a third party (unless expressly authorized in these Product Pasthrough Terms); (b) attempt to reverse engineer the Product or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Product; (d) use the Product for High Risk Activities; or (e) use the Product to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.

2.6 Third Party Requests. Customer is responsible for responding to Third Party Requests. Provider will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Provider only if it cannot reasonably obtain such information.

3. Technical Support Services.

3.1 By Customer. Customer or Partner will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Product. Customer or Partner will use commercially reasonable efforts to resolve support issues before escalating them to Provider.

3.2 By Provider. If Customer or Partner cannot resolve a support issue consistent with the above, then Customer or Partner (as applicable based on the agreement between Provider and Partner) may escalate the issue to Provider in accordance with the TSS Guidelines. Provider will provide TSS to Customer or Partner (as applicable) in accordance with the TSS Guidelines.

4. Suspension.

4.1 Of End User Accounts by Provider. If Provider becomes aware of an End User's violation of these Product Passthrough Terms, then Provider may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Provider's request to Suspend an End User Account, then Provider may do so. The duration of any Suspension by Provider will be until the applicable End User has cured the breach which caused the Suspension.

4.2 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Provider may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Provider Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Provider will provide Customer the reason for the Suspension as soon as is reasonably possible.

5. Confidential Information.

5.1 Obligations. Customer and Provider will: (a) protect the other's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Customer and Provider (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under these Product Passthrough Terms, while using reasonable care to protect it. Customer

and Provider, respectively, will be responsible for any actions of its Affiliates, employees and agents in violation of this Section.

5.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by a third party.

5.3 Required Disclosure. Customer and Provider may disclose the other's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other; and (b) gives the other the chance to challenge the disclosure.

6. Intellectual Property Rights; Brand Features.

6.1 Intellectual Property Rights. Except as expressly set forth herein, these Product Passthrough Terms does not grant either Customer or Provider any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the Customer and Provider, Customer owns all Intellectual Property Rights in Customer Data, and Provider owns all Intellectual Property Rights in the Product.

6.2 Display of Brand Features. Provider may display those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Product), and within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Provider may also display Provider Brand Features on the Service Pages to indicate that the Product are provided by Provider. Neither party may display or use the other party's Brand Features beyond what is allowed in these Product Passthrough Terms without the other's prior written consent.

6.3 Brand Features Limitation. Any use of Brand Features will inure to the benefit of the entity holding Intellectual Property Rights in those Brand Features. Any right to use its Brand Features pursuant to these Product Passthrough Terms may be revoked at any time with written notice to the other and a reasonable period to stop the use.

7. Publicity. Customer agrees that Provider may include Customer's name or Brand Features in a list of Provider customers, online or in promotional materials. Customer also agrees that Provider may verbally reference Customer as a customer of the Provider's Product that is the subject of these Product Passthrough Terms.

8. Representations, Warranties and Disclaimers.

8.1 Representations and Warranties. Customer and Provider represent that each will comply with all laws and regulations applicable to its provision, or use, of the Product, as applicable (including applicable security breach notification law). Provider warrants that it will provide the Product in accordance with the applicable SLA.

8.2 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. PROVIDER MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE PRODUCT. CUSTOMER ACKNOWLEDGES THAT THE PRODUCT IS NOT A TELEPHONY SERVICE AND THAT THE PRODUCT IS NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY PRODUCT CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

9. Term and Termination.

9.1 Term. The term for the Product will be as decided upon between Partner and Customer. These Product Passthrough Terms will remain in effect for the Term.

9.2 Termination for Breach. The Services may be suspended or terminated, if: (i) Customer is in material breach of these Product Passthrough Terms and fails to cure that breach within thirty days after receipt of written notice; (ii) Customer ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) Customer is in material breach of these Product Passthrough Terms more than two times notwithstanding any cure of such breaches.

9.3 Effects of Termination. If Services are terminated, then: (i) the rights granted by Provider to Customer, and Customer to Provider will cease immediately (except as set forth in this Section); (ii) neither Customer nor Partner will have access to, or the ability to export, the Customer Data; (iii) Provider will begin to delete Customer Data; and (iv) upon request will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other.

10. Miscellaneous.

10.1 Product Development. The Product was developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable civilian and military federal acquisition regulations and any supplements thereto.

10.2 Force Majeure. Due to circumstances beyond Provider's controls, Provider may not be able to provide the Product.

10.3 No Waiver. Failure to enforce any provision of these Product Passthrough Terms will not constitute a waiver.

10.4 No Agency. These Product Passthrough Terms do not create any agency, partnership or joint venture.

10.5 No Third-Party Beneficiaries. There are no third-party beneficiaries to these Product Passthrough Terms. Customer's sole remedies will be set forth in its agreement with the Partner.

10.6 Survival. The following sections will survive expiration or termination of these Product Passthrough Terms: Sections 5, 6, 9.3, 10 and 12.

10.7 Severability. If any term (or part of a term) of these Product Passthrough Terms is invalid, illegal, or unenforceable, the rest of these Product Passthrough Terms will remain in effect.

10.8 Conflicting Terms. If there is a conflict between any terms of these Product Passthrough Terms and any other document that makes up the entire agreement as needed for Customer to use the Product, the terms of these Product Passthrough Terms will take precedence.

11. Additional Product Terms.

11.1 Ads. Provider does not serve Ads in the Product or use Customer Data for Ads purposes.

11.2 Aliases. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Provider may monitor emails sent to these aliases for Customer Domain Names to allow Provider to identify Product abuse.

11.3 Google Apps Vault Retention. If Customer is using Google Apps Vault, Provider will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer. If Customer does not renew Google Apps Vault, Provider will have no obligation to retain any archived Customer Data.

12. Definitions.

"Acceptable Use Policy" means the acceptable use policy for the Product available at http://www.google.com/a/help/intl/en/admins/use_policy.html. The Acceptable Use Policy and such URL link may be updated or modified by Provider from time to time.

"Admin Account(s)" means the administrative account(s) provided to Customer for the purpose of administering the Product. The use of the Admin Account(s) requires a password, which Provider will provide to Customer or Partner.

"Admin Console" means the online tool Customer may use in reporting and certain other administration functions.

"Administrators" mean the Customer-designated technical personnel who administer the Product to End Users on Customer's behalf.

"Ads" means online advertisements displayed by Provider to End Users, excluding advertisements provided by any advertising products that are not part of the Product that Customer chooses to use in connection with the Product.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with an entity.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured from time to time.

"Confidential Information" means information disclosed or exchanged under these Product Passthrough Terms that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

"Customer Data" means data, including email, provided, generated, transmitted or displayed via the Product by Customer, End Users, or Partner on behalf of Customer.

"Customer Domain Names" mean the domain names owned or controlled by Customer, which will be used in connection with the Product.

"Emergency Security Issue" means either: (a) Customer's use of the Product in violation of the Acceptable Use Policy, which could disrupt: (i) the Product; (ii) other customers' use of the Product; or (iii) the Provider network or servers used to provide the Product; or (b) unauthorized third party access to the Product.

"End Users" means the individuals Customer permits to use the Product.

"End User Account" means a Provider-hosted account established by Customer through the Product for an End User.

"Export Control Laws" means all applicable export and reexport control laws and regulations, including trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

"Google Apps Core Services" means the applicable Product purchased by Customer from Partner which are more fully described here: http://www.google.com/a/help/intl/en/users/user_features.html. The Google Apps Core Services and such URL link may be updated or modified by Provider from time to time.

"Help Center" means the Provider help center accessible at http://www.google.com/support/. The Help Center and such URL link may be updated or modified by Provider from time to time.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Product could lead to death, personal injury, or environmental damage.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Non-Google Apps Products" means Provider products which are not part of the Product, but which may be accessed by End Users using their End User Account login and password. The Non-Google Apps Products are set forth at the following URL: http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865. The Non-Google Apps Products and such URL link may be updated or modified by Provider from time to time.

"Non-Google Apps Product Terms" means the terms found at the following URL: http://www.google.com/apps/intl/en/terms/additional_services.html. The Non-Google Apps Product Terms and such URL link may be updated or modified by Provider from time to time.

"Notification Email Address" means the email address designated by Customer to receive email notifications from Provider. Customer may provide a Partner email address for this purpose if it so chooses. Customer may change this email address through the Admin Console.

"Provider" means the third party provider of the Product.

"Partner" means the entity Customer is paying to provide access to and use of the Product.

"Service Pages" mean the web pages displaying the Product to End Users.

"Product" means, as applicable, the Google Apps Core Services purchased from Partner.

"SLA" means the Service Level Agreement located here for applicable Google Apps Core Services: http://www.google.com/apps/intl/en/terms/reseller_sla.html. The SLA and such URL link may be updated or modified by Provider from time to time.

"Suspend" means the immediate disabling of access to the Product, or components of the Product, as applicable, to prevent further use of the Product.

"Term" means the term of these Product Passthrough Terms, which will continue for as long as Customer is receiving Product from Provider, unless terminated earlier pursuant to these Product Passthrough Terms, or pursuant to Customer's agreement with Partner.

"Third Party Request" means a request from a third party for records relating to an End User's use of the Product. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"TSS" means the technical support Product provided by Provider to the Administrators during the Term pursuant to the TSS Guidelines.

"TSS Guidelines" means Provider's technical support Product guidelines then in effect for the Product. TSS Guidelines are at the following URL: http://www.google.com/a/help/intl/en/admins/tssg.html. The TSS Guidelines and such URL link may be updated or modified by Provider from time to time.

"URL Terms" means the Acceptable Use Policy, the SLA and the TSS Guidelines.

SALESFORCE Service Terms

"AppExchange" means the online directory of on-demand applications that work with the Service, located at http://www.appexchange.com or at any successor websites.

"Service" means the online, Web-based application provided by Salesforce.com (sometimes referred to as "SFDC") via http://www.salesforce.com and/or other designated websites, including associated offline components but excluding AppExchange applications.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Service, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

"User Guide" means the online user guide for the Services, accessible via http://www.salesforce.com, as updated from time to time.

"Users" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by Salesforce.com or Your reseller at Your request).

"You" and **"Your"** means the customer entity which has contracted to purchase subscriptions to use the Service subject to the conditions of these SFDC Service Terms.

"**Your Data**" means all electronic data or information submitted by You to the Service.

1. **Use of Service**

(a) User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service).

(b) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Your reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable federal laws and regulations in using the Service.

(c) You shall use the Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these SFDC Service Terms; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

(d) You shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Your own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

2. **Service Provision.** Salesforce.com will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SFDC shall give at least 8 hours notice via the Services and which SFDC shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond SFDC's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), or Internet service provider failures or delays.

Salesforce.com will provide the Services only in accordance with applicable laws and government regulations.

3. **Acquisition of Third-Party Products and Services.** Any acquisition by You of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. Salesforce.com does not warrant or support third-party products or services, whether or not they are designated by Salesforce.com as "certified" or otherwise. No purchase of third-party products or services is required to use the Service as provided by Salesforce.com.

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11. **Termination.** The master contract governs your termination (FAR 52.212-4(l) & (m)) and cancellation rights with the contractor, and the contract requires continued performance while any disputes are resolved (FAR 52.233-1(i)).

12. **Data Storage.** You are entitled to a cumulative amount of storage per User subscription for no additional charge as set forth in the User Guide for the Service subscription type purchased. You may purchase additional storage if necessary, and you may contact Your reseller for then-current rates listed in master contract price list.

13. **Support.** SFDC will provide You with basic support as described from time to time by SFDC at www.salesforce.com. In the event that You have purchased an upgraded support package, then upgraded support contact information will be provided to You together with your initial account set up information.

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16. **Further Contact.** Salesforce.com may contact you regarding new Salesforce.com service features and offerings.

17. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to these SFDC Service Terms.

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12.3 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

12.4 Regulatory Matters. The Software, Documentation and SAP Materials are subject to the export control laws of various countries, including without limit the laws of the United States and Germany. Licensee agrees that it will not submit the Software, Documentation or other SAP Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Software, Documentation and SAP Materials to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Software, Documentation or other SAP Materials by Licensee and/or its Affiliates.

12.5 Governing Law; Limitations Period. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of Commonwealth of Pennsylvania without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States law, rules, and regulations, United States law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.6 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth in any Software Order Form. Where in this section 12.6 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

12.7 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

12.8 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures. This Agreement does not create any partnership, joint venture or principal and agent relationship.

12.9 Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Software Order Form; (ii) the Schedules; (iii) the Use Terms; and (iv) the GTC.

Schedule B to the GTC
"Professional Services Schedule"

The parties agree that this Schedule is hereby annexed to and made a part of the GTC. In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the GTC, the provisions of this Schedule shall prevail and govern.

WHEREAS, Licensee licensed from SAP the right to Use SAP Software pursuant to the Agreement and SAP provides, through its employees, affiliates, and third party contractors ("Consultants"), consulting and professional services ("Services") including support of installation and implementation of the licensed Software in the United States.

1. Services. Upon request by Licensee, SAP will provide a Consultant(s) to perform, at Licensee's direction, consulting and professional services including support of installation and implementation of the applicable SAP Software ("Services"). Any Statement(s) of Work ("SOW") more fully describing the project assumptions, scope, duration and fees for the Services shall reference this Schedule. All Services of the SAP Consultant(s) will be coordinated with the designated Licensee representative. Licensee is responsible for making the necessary internal arrangements for the carrying out of the Services on a non-interference basis.

2. Satisfaction with Performance. If at any time Licensee or SAP is dissatisfied with the material performance of an assigned Consultant or a Licensee project team member, the dissatisfied party shall immediately report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change.

3. Compensation of SAP. All Services will be provided by SAP on a time and expense basis at SAP's then current rates, unless otherwise agreed by the parties in a SOW.

4. Taxes. The fees listed in the applicable SOW do not include taxes. If SAP is required to pay sales, use, property, value-added or other taxes based on the Services provided under this Schedule, then such taxes shall be billed to and paid by Licensee. This section shall not apply to taxes based on SAP's income. Licensee also agrees to pay SAP for additional tax amounts if any, created by the taxability of Consultants reimbursed travel and living expenses resulting from long term assignments at Licensee's locations.

5. Work Product. Unless otherwise agreed to in writing by the parties in a SOW, SAP shall have the sole and exclusive right, title and ownership to any and all ideas, concepts, or other intellectual property rights related in any way to the techniques, knowledge or processes of the SAP Services and deliverables, whether or not developed for Licensee.

6. Warranty. SAP warrants that its Services shall be performed consistent with generally accepted industry standards. SAP MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS SCHEDULE AND THE SERVICES PROVIDED HEREUNDER.

7. Limitation of Liability. WITH RESPECT TO SERVICES, ANYTHING TO THE CONTRARY NOTWITHSTANDING, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF THE PROPRIETARY INFORMATION AND SAP'S RIGHT TO COLLECT UNPAID FEES, UNDER NO CIRCUMSTANCES SHALL SAP, ITS CONSULTANTS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID FOR THE APPLICABLE SERVICES HEREUNDER OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES. The provisions of the Schedule allocate the risks between SAP and Licensee. The License Fees reflect this allocation of risk and the limitations of liability herein.

8. Termination. The terms of this Schedule shall be effective as of the Effective Date of the Agreement and shall remain in effect until terminated by either party upon thirty (30) days prior written notice or otherwise in accordance with a particular SOW. Licensee shall be liable for payment to SAP for all Services provided prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services, in accord with the applicable SOW.

9. General Provisions.
   9.1 SAP may subcontract all or part of the Services to be performed to a qualified third party.
   9.2 With respect to the Services provided by SAP under this Schedule and any SOW hereto, the relationship of SAP and Licensee is that of an independent contractor.
   9.3 This Schedule, including any applicable SOWs, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. In the event of any inconsistencies between this Schedule and a SOW, the SOW shall take precedence over the Schedule. Any purchase order or other document issued by Licensee is for administrative convenience only.

10. Survival. Sections 5 and 7 above shall survive any termination of this Schedule.

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement (including the Subscription Service Guide, attached hereto) ("***Agreement***") is made between the ServiceNow entity ("***ServiceNow***") and the customer entity ("***Customer***") on the ordering document and becomes effective on the last signature date of the ordering document issued by ServiceNow ("***Effective Date***").

The Subscription Service Guide includes: (1) the Customer Support Policy; (2) the Upgrade Policy; (3) the Data Security Guide; and (4) any other attachment set forth or referenced in the Subscription Service Guide. The Subscription Service Guide is posted on www.servicenow.com/schedules.do and incorporated herein by reference.

Pursuant to a separate transaction between Customer and ServiceNow's authorized reseller ("***Reseller***"), Customer has purchased from Reseller certain services to be delivered by ServiceNow. This Agreement specifies the terms and conditions under which those services will be provided, apart from price, payment and other terms specified in the separate agreement between Customer and Reseller.

1. DEFINITIONS

1.1. "***Confidential Information***" means: (a) ServiceNow Core Technology (which is Confidential Information of ServiceNow); (b) Customer Data and Customer Technology (which are Confidential Information of Customer); (c) any other information of a party that is disclosed in writing or orally and is designated as *Confidential* or *Proprietary* at the time of disclosure (and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the receiving party), or that due to the nature of the information the receiving party would clearly understand it to be confidential information of the disclosing party; and (d) the specific terms and conditions of this Agreement, any Use Authorization, any SOW, and any amendment and attachment thereof, between the parties. Confidential Information shall not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) was rightfully in the receiving party's possession at the time of disclosure without restriction on use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) was or is rightfully obtained by the receiving party from a third party not under a duty of confidentiality and without restriction on use or disclosure.

1.2. "***Customer Data***" means electronic data uploaded by or for Customer and Customer's agents, employees and contractors, and processed in the Subscription Service, excluding the ServiceNow Core Technology.

1.3. "***Customer Technology***" means software, methodologies, templates, business processes, documentation or other material authored, invented or otherwise created or licensed (other than by or from ServiceNow) by Customer using or for use with the Subscription Service, excluding the ServiceNow Core Technology.

1.4. "***Development Tools***" means source code, application programming interfaces (APIs), executable software and tools in human readable format made available by ServiceNow for the implementation, customization, configuration, and use of the Subscription Service, such as scripts, code snippets, sample code, and development tools published by ServiceNow.

1.5. "***Documentation***" means the ServiceNow product documentation relating to the operation and use of the Subscription Service, Software and Development Tools, including technical program or interface documentation, user manuals, operating instructions and release notes, as updated from time to time by ServiceNow.

1.6. "***Product Overview***" means the description of the ordered products and their functionalities attached to a Use Authorization or referenced therein.

1.7. "***Professional Services***" means any services provided by ServiceNow pursuant to an agreed SOW or Service Description.

1.8. "***Service Description***" means the written description for a packaged Professional Service, attached to a Use Authorization or referenced therein.

1.9. "***ServiceNow Core Technology***" means: (a) the Subscription Service; Software; Development Tools, Documentation; and ServiceNow technology and methodologies (including, without limitation, products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects and documentation) existing as of the Effective Date or otherwise arising outside of work under a Professional Service; (b) updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals; and (c) intellectual property anywhere in the world relating to the foregoing.

1.10. "***Software***" means software provided by ServiceNow to Customer that operates on Customer-provided machines solely to facilitate the use of the Subscription Service.

1.11. "***SOW***" means a statement of work for Professional Services.

1.12. "***Subscription Service***" means the ServiceNow software as a service (SaaS) offering identified in a Use Authorization.

1.13. "***Subscription Term***" means the term of authorized use of the Subscription Service as set forth in the Use Authorization.

1.14. "***Use Authorization***" means a written document provided to Customer specifying the services that Customer has purchased, along with the term and scope of the authorized use thereof.

2. GRANT OF USE RIGHTS

2.1. SUBSCRIPTION SERVICE. Subject to the terms of this Agreement, ServiceNow authorizes Customer to access and use the purchased Subscription Service during the Subscription Term as set forth in an applicable Use Authorization for its internal business purposes in accordance with the Documentation. Customer shall not use or otherwise access the Subscription Service in a manner that exceeds Customer's authorized use as set forth in this Agreement and the applicable Use Authorization.

2.2. SOFTWARE. ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 10.1 (Assignment)), non-exclusive license during the Subscription Term to install and execute Software on machines operated by or for Customer solely to facilitate Customer's authorized access to and use of the purchased Subscription Service. The Software may include code that is licensed under third party license agreements, including open source made available or provided with the Software. Software is licensed and not sold even if for convenience ServiceNow makes reference to words such as *sale* or *purchase*.

2.3. DEVELOPMENT TOOLS. In support of Customer's authorized internal business use of the Subscription Service during the Subscription Term, ServiceNow grants to Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 10.1 (Assignment)), non-exclusive license to download and make a reasonable number of copies of the Development Tools, and to use, copy, modify and create derivative works of the Development Tools, in: (a) using, implementing and integrating the ServiceNow applications with other software and systems; and (b) creating applications on the ServiceNow platform (to the extent Customer has purchased authorized use of the Subscription Service to create applications on the ServiceNow platform). Customer shall not use the Development Tools in a manner that causes it to exceed the limits of its authorized use of the Subscription Service as set forth in this Agreement and the Use Authorization. From time to time, ServiceNow may provide Development Tools subject to the terms and conditions of separate agreements which will be provided to Customer for review and to which Customer will be required to agree prior to use of such Development Tools; provided that ServiceNow shall not require Customer to agree to separate terms and conditions for any Development Tool that is necessary for Customer's use of its ordered Subscription Service in conformance with the Product Overview unless set forth on the Use Authorization.

2.4. RESTRICTIONS. Customer shall not (and shall not permit others to) do the following with respect to the ServiceNow Core Technology: (i) use the Subscription Service with external programs in a manner that intentionally circumvents contractual usage restrictions; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of it available for access by third parties except as otherwise expressly provided in a Use Authorization; (iii) access it for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Service; (iv) disassemble, reverse engineer or decompile it; (v) copy, create derivative works based on or otherwise modify it except as permitted in this Agreement; (vi) remove or modify a copyright or other proprietary rights notice in it; (vii) use it to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (viii) use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage in a malicious act or disrupt its security, integrity or operation; or (ix) access or disable any ServiceNow or third party data, software or network (other than Customer's instance of the Subscription Service in accordance with this Agreement). Before Customer exercises any of the foregoing actions that Customer believes it is entitled to, Customer shall provide ServiceNow with thirty (30) days' prior written notice to legalnotices@servicenow.com (or, if applicable law or the relevant court order does not allow for such notice, then the maximum amount of notice allowable), and provide reasonably requested information to allow ServiceNow to assess Customer's claim and, at ServiceNow's sole discretion, provide alternatives that reduce adverse impacts on ServiceNow's intellectual property and other rights.

3. ORDERING

3.1. RESELLER ORDERS. Customer shall order and purchase the Subscription Service and Professional Services directly from Reseller pursuant to a separate agreement specifying price, payment and other commercial terms. ServiceNow is not a party to such separate agreement but will provide the purchased services pursuant to this Agreement. For each order, Reseller or ServiceNow will provide Customer with a Use Authorization for Customer to sign and return to ServiceNow. ServiceNow will have no obligation to provide services unless and until it has received a Use Authorization signed by Customer. Reseller is not authorized to make any changes to this Agreement (including any Use Authorizations issued hereunder) or bind ServiceNow to any additional or different terms or conditions. Additional orders for ServiceNow products or services may be placed either through Reseller or ServiceNow, provided that if Customer places an order directly through ServiceNow, Customer shall sign an addendum to this Agreement setting forth pricing, payment and other commercial terms between Customer and ServiceNow.

3.2. USE VERIFICATION. ServiceNow or Reseller may remotely review Customer's use of the Subscription Service, and upon ServiceNow or Reseller's written request Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. If ServiceNow determines that Customer has exceeded its permitted use of the Subscription Service then ServiceNow will notify Customer and within thirty (30) days thereafter Customer shall either: (i) disable any unpermitted use or (ii) purchase additional subscriptions commensurate with Customer's actual use. If Customer fails to regain compliance within such thirty (30) day period or fails to make payment as provided in its agreement with Reseller, ServiceNow may suspend Customer's use of the Subscription Service or terminate this Agreement for cause in accordance with Section 9 (Term and Termination), in addition to any other rights or remedies ServiceNow may have.

4. INTELLECTUAL PROPERTY

4.1. SERVICENOW OWNERSHIP. As between ServiceNow and Customer, all rights, title, and interest in and to all intellectual property rights in the ServiceNow Core Technology are owned exclusively by ServiceNow notwithstanding any other provision in this Agreement. Except as expressly provided in this Agreement, ServiceNow reserves all rights in the ServiceNow Core Technology and does not grant Customer any rights, express or implied or by estoppel.

4.2. CUSTOMER OWNERSHIP. As between Customer and ServiceNow, Customer shall retain all of its rights, title, and interest in and to its intellectual property rights in Customer Data and Customer Technology. Customer hereby grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferable (except as set

forth in Section 10.1 (Assignment)), sub-licensable, worldwide right to use Customer Data and Customer Technology solely for the purpose of providing the Subscription Service and Professional Services to Customer.

4.3. FEEDBACK. ServiceNow encourages Customer to provide suggestions, proposals, ideas, recommendations or other feedback regarding improvements to ServiceNow's services and related resources. To the extent Customer provides such feedback, Customer grants to ServiceNow a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 10.1 (Assignment)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit feedback (including by incorporation of such feedback into the ServiceNow Core Technology) without restriction.

4.4. PROFESSIONAL SERVICES. Subject to the provisions of this Section 4.4, ServiceNow shall assign to Customer any Newly Created IP (as defined below) in Deliverables upon payment in full by Customer of all amounts due for the Professional Service under which the Deliverable was created. A "***Deliverable***" is a deliverable that is identified in the applicable SOW or Service Description and that is created by ServiceNow for Customer in the performance of the Professional Services. "***Newly Created IP***" means intellectual property in any inventions or works of authorship that are made by ServiceNow specifically for Customer in the course of performing Professional Services for Customer that is identified as "Newly Created IP" in an SOW, excluding the ServiceNow Core Technology. To the extent (if at all) any ServiceNow Core Technology is incorporated into a Deliverable, ServiceNow grants to Customer a non-exclusive, royalty-free, non-transferable, non-sublicensable worldwide license to use the ServiceNow Core Technology solely to use the Deliverable in connection with the Subscription Service as contemplated under this Agreement during the Subscription Term. Nothing in this Agreement shall be deemed to restrict or limit ServiceNow's right to perform similar Professional Services for any other party or to assign any employees or subcontractors to perform similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

5. WARRANTIES

5.1. LIMITED SUBSCRIPTION SERVICE WARRANTY. ServiceNow warrants that during the Subscription Term Customer's production instances of the Subscription Service shall materially conform to the Product Overview. To submit a warranty claim under this Section, Customer shall (1) reference this Section; and (2) submit a support request to resolve the non-conformity as provided in the Subscription Service Guide. If the non-conformity persists without relief more than thirty (30) days after written notice of a warranty claim provided to ServiceNow under this Section 5.1, then Customer may terminate the affected Subscription Service and submit to Reseller a claim for refund of any prepaid subscription fees covering the remainder of the Subscription Term of the affected Subscription Service after the date of termination. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than ServiceNow or a person acting at ServiceNow's direction. THIS SECTION 5.1 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

5.2. LIMITED PROFESSIONAL SERVICES WARRANTY. ServiceNow warrants that the Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in the SOW or Service Description. Customer shall notify ServiceNow in writing of any breach within thirty (30) days after performance of the non-conforming Professional Services. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or shall terminate the affected Professional Services, in which case Customer may submit to Reseller a claim for a refund of any amounts paid for the nonconforming Professional Services. THIS SECTION 5.2 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

5.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES

ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICENOW SPECIFICALLY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE, SOFTWARE, PROFESSIONAL SERVICES, DEVELOPMENT TOOLS, DOCUMENTATION OR DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

6. CONFIDENTIAL INFORMATION

6.1. CONFIDENTIALITY OBLIGATIONS. The recipient of Confidential Information shall: (i) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party shall limit the disclosure of the other party's Confidential Information to those of its employees and contractors with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, provided that all such employees and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Section 6 shall remain in effect during the term and three (3) years after termination of this Agreement. The receiving party shall, at the disclosing party's request or upon termination of this Agreement, return all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the receiving party as Confidential Information, or at the disclosing party's option, certify destruction of the same. Provisions for the return of Customer Data are set forth in Section 9.3 (Return of Customer Data).

6.2. REQUIRED DISCLOSURES. A party may disclose the disclosing party's Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the receiving party: (a) promptly notifies the disclosing party of such requirement as far in advance as possible to the extent advanced notice is lawful; and (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information.

6.3. EQUITABLE REMEDIES. The parties agree that the receiving party's disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure, the disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to the disclosing party at law or in equity.

7. INDEMNIFICATION

7.1. SERVICENOW OBLIGATION. Subject to the exclusions set forth below, ServiceNow shall: (i) defend Customer, its officers, directors and employees against any third party suit, claim, action or demand (each a *"**Claim**"*) to the extent alleging: (A) that the Subscription Service used in accordance with this Agreement infringes any third party patent, copyright or trademark, or misappropriates any third party trade secret; or (B) that ServiceNow's personnel when onsite at Customer's premises caused death, bodily harm or damage to tangible personal property due to their negligence or willful misconduct; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from any such Claims. If any portion of the Subscription Service becomes the subject of a Claim under Section 7.1(i)(A), ServiceNow may: (a) contest the Claim; (b) obtain permission from the claimant for Customer's continued use of the Subscription Service; (c) replace or modify the Subscription Service to avoid infringement, if such replacement or modification has substantially the same capabilities as the Subscription Service; or, if the foregoing (a), (b), and (c) are not available on commercially reasonable terms in ServiceNow's judgment, then (d) terminate Customer's use of the affected Subscription Service upon sixty (60) days' written notice, whereupon Customer may submit to Reseller a claim for a refund of any prepaid subscription fees covering the remaining portion of the applicable Subscription Term for the affected

Subscription Service after the date of termination. Notwithstanding the above, ServiceNow shall have no obligation or liability for any Claim under Section 7.1(i)(A) arising in whole or in part from: (1) any use of the Subscription Service which exceeds the authorized use permitted under this Agreement or not in accordance with the Documentation; (2) Customer Data or Customer Technology; (3) use of the Subscription Service by Customer in violation of applicable law; (4) use of the affected Subscription Service after termination in accordance with clause (d) of this Section 7.1; (5) modifications to the Subscription Service made to Customer's specifications or otherwise made by any person other than ServiceNow or a person acting at ServiceNow's direction if the Claim would have been avoided by use of the unmodified Subscription Service; or (6) use of the Subscription Service in combination with any hardware, software, application or service that was not provided by ServiceNow, if the Claim would have been avoided by the non-combined or independent use of the Subscription Service.

7.2. CUSTOMER OBLIGATION. Customer shall: (i) defend ServiceNow, its officers, directors and employees against any Claim alleging that: (A) Customer Data, (B) Customer Technology or (C) a modification to the Subscription Service made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than ServiceNow or a person acting at ServiceNow's direction (but only if the Claim would have been avoided by use of the unmodified Subscription Service), infringes any patent, copyright or trademark, misappropriates any third party trade secret, or violates any third party privacy rights; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from such Claim.

7.3. PROCESS. All of the foregoing indemnity obligations of ServiceNow and Customer are conditioned on the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense. SECTION 7 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY CLAIMS AND ACTIONS.

8. LIMITATIONS OF LIABILITY

8.1. LIMITATIONS OF LIABILITY. SERVICENOW SHALL HAVE NO LIABILITY FOR ANY REFUND THAT, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, IS TO BE PAID BY RESELLER. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO:
(1) CUSTOMER'S OBLIGATION TO PAY FOR PRODUCTS, SERVICES OR TAXES; (2) A PARTY'S OBLIGATIONS IN SECTION 7 (INDEMNIFICATION); AND (3) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.2. EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) PAYMENTS TO A THIRD PARTY ARISING FROM A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION); AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.3. GROSS NEGLIGENCE; WILFUL MISCONDUCT. AS PROVIDED BY LAW, NOTHING HEREIN SHALL BE INTENDED TO LIMIT A PARTY'S LIABILITY IN AN ACTION IN TORT (SEPARATE AND DISTINCT

FROM A CAUSE OF ACTION FOR BREACH OF THIS AGREEMENT) FOR THE PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

9. TERM AND TERMINATION

9.1. TERM AND TERMINATION. This Agreement continues until terminated under the terms of this Agreement. Each party may terminate this Agreement in its entirety either: (i) upon thirty (30) days' prior written notice to the other party, if at the time of notice there are no Use Authorizations in effect; or (ii) upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate a Subscription Service or Professional Services upon written notice if the other party materially breaches this Agreement or the applicable Use Authorization for the affected service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party. Professional Services are separately ordered from the Subscription Service, and are not required for the Subscription Service. A breach by a party of its obligations with respect to Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Subscription Service even if the services are enumerated in the same Use Authorization.

9.2. EFFECT OF TERMINATION OF SUBSCRIPTION SERVICE. Upon termination of the Subscription Service for any reason, Customer shall stop using, and ServiceNow shall stop providing, the Subscription Service and all rights granted to Customer in this Agreement shall terminate. If the Subscription Service is terminated by Customer due to ServiceNow's breach, then Customer may submit to Reseller a claim for refund of all prepaid fees for the remaining portion of the Subscription Term for the terminated Subscription Service after the effective date of termination. Within thirty (30) days following the effective date of a termination by ServiceNow for Customer's breach, Customer shall pay all remaining amounts for the Subscription Term applicable to the Subscription Service covering the remainder of the Subscription Term regardless of the due dates specified in Reseller's order form to Customer.

9.3. TRANSITION SERVICES. At least thirty (30) days prior to either the expiration of the Subscription Term (where Customer elects not to renew) or in connection with the termination by Customer of the Subscription Service in accordance with Section 9.1, provided that Customer signs an addendum to this Agreement setting forth payment and other commercial terms between Customer and ServiceNow, Customer may purchase the following services from ServiceNow: (i) one (1) extension of the Subscription Service for up to six (6) months ("***Transition Subscription Service***"); and (ii) Professional Services. Prior to the commencement of any Transition Subscription Service or Professional Services, Customer shall sign an ordering document and shall pay in advance for the Transition Subscription Service and any Professional Services plus verifiable travel and expenses.

9.4. RETURN OF CUSTOMER DATA. ServiceNow shall provide Customer Data in its standard database export format, excluding the ServiceNow Core Technology, to Customer upon Customer's written request and at no additional cost to Customer, provided that ServiceNow receives such request from Customer within forty-five (45) days following the expiration or termination of this Agreement for the Subscription Service (including any Transition Subscription Service term, if applicable).If ServiceNow has not received a request within the foregoing time frame, ServiceNow shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Subscription Service.

9.5. SURVIVAL. Sections 2.4 (Restrictions), 4.1 (ServiceNow Ownership), 4.2 (Customer Ownership), 4.3 (Feedback) and 6 (Confidential Information) through 10 (General Provisions) of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. GENERAL PROVISIONS

10.1. ASSIGNMENT. Neither party may assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the

foregoing, either party may, upon notice and without the other party's consent: (i) in connection with a merger, reorganization or sale of all or substantially all of the assets or equity of such party, assign this Agreement in its entirety to such party's successor; and (ii) assign this Agreement in its entirety to any Affiliate. "***Affiliates***" shall mean any person or entity directly or indirectly Controlling, Controlled by or under common Control with a party to the Agreement, where "***Control***" means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity. Any attempted or purported assignment in violation of this Section 10.1 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.2. COMPLIANCE WITH LAWS. ServiceNow shall comply with any statutes and regulations that apply to its provision of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to the privacy and security of personal information, including trans-border data transfers and data breach notification requirements as required of ServiceNow by law. Customer shall comply with all laws that apply to its use of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to collection and processing of Customer Data in ServiceNow systems through the Subscription Service. Customer agrees to provide any required disclosures to and obtain any required consents for the transfer of Customer Data to ServiceNow. ServiceNow shall not be responsible for compliance with any laws applicable to Customer and its industry that are not generally applicable to information technology service providers.

10.3. EXPORT COMPLIANCE. Each party shall comply with United States and foreign export control laws and regulations. Customer acknowledges that the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables are subject to the U.S. Export Administration Regulations (the "***EAR***") and that Customer shall comply with the EAR. Without limiting the foregoing, Customer represents and warrants that: (i) Customer is not located in, and shall not use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables from, any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (ii) Customer shall not use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, sounding rockets or unmanned air vehicle systems; and (iii) Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws which may impact Customer's right to import, export or use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables.

10.4. US GOVERNMENT RIGHTS. All ServiceNow software (including Software) is commercial computer software and all services are commercial items. "***Commercial computer software***" has the meaning set forth in Federal Acquisition Regulation ("***FAR***") 2.101 for civilian agency purchases and the Department of Defense ("***DOD***") FAR Supplement ("***DFARS***") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the services are acquired by or on behalf of a civilian agency, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses Government rights in computer software or technical data.

10.5. NOTICE. Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email with

confirmation of receipt, except that email shall not be sufficient for notices regarding a Claim. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as subsequently updated in writing.

10.6. FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (excluding Customer's failure to pay amounts owed when due), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, export bans, sanctions and other government actions, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "***Force Majeure Event***"). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

10.7. HIGH RISK ACTIVITIES. Customer shall use the ServiceNow Core Technology within the intended business purposes described in the Documentation, and not for any purpose that requires fail-safe performance including, but not limited to, stock trading, financial transaction processing, management of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical or environmental damage ("***High Risk Activity***"). ServiceNow, its licensors and suppliers expressly disclaim all warranties of fitness for any such use and Customer shall release and hold ServiceNow, its licensors and suppliers harmless from liability arising out of the use of the ServiceNow Core Technology for High Risk Activity.

10.8. USE OF AGGREGATE DATA. Customer agrees that ServiceNow may collect, use and disclose quantitative data derived from the use of the Subscription Service for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer or its users.

10.9. ENTIRETY. This Agreement, together with the Use Authorizations, Product Overviews, SOWs, Service Descriptions, and the Subscription Service Guide (including the Customer Support Policy, the Upgrade Policy and the Data Security Guide), is the final and entire agreement between the parties regarding the products and services provided hereunder and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations with respect to the subject matter hereof. The terms of this Agreement apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of ServiceNow that is not set out in this Agreement. Customer's orders are not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any verbal or written communication about ServiceNow's future plans. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

10.10. WAIVER AND AMENDMENT. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

10.11. RELATIONSHIP OF THE PARTIES. The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.

10.12. GOVERNING LAW; JURISDICTION AND VENUE. This Agreement shall be governed by the laws of the state of California, without regard to its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Santa Clara County, California, for the purposes of adjudicating any dispute arising out of this Agreement. Each party hereto expressly consents to service of process by registered mail. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

10.13. CONSTRUCTION. Products and services shall be provided in the English language unless agreed otherwise. The parties confirm that they have requested that this Agreement and all related documents be drafted in English at the express wishes of the parties. Les parties confirment avoir expressément exigé que le présent contrat et les documents de ServiceNow qui y sont attachés soient rédigés en anglais. Section headings are for convenience only and are not to be used in interpreting this Agreement.

SUBSCRIPTION SERVICE GUIDE

Capitalized terms not defined herein shall have the meaning set forth in the ordering agreement or the use agreement between Customer and ServiceNow.

1. SUPPORT

During the Subscription Term, ServiceNow or its authorized reseller, as applicable, shall provide support for the Subscription Service as set forth in the ***Customer Support Policy*** attached hereto, and incorporated herein by reference.

2. UPGRADES

ServiceNow determines whether and when to develop, release and apply any Upgrade (as defined in the ***Upgrade Policy*** attached hereto, and incorporated herein by reference) to Customer's instances of the Subscription Service.

3. DATA SECURITY

ServiceNow shall implement and maintain security procedures and practices appropriate to information technology service providers to protect Customer Data from unauthorized access, destruction, use, modification, or disclosure, as described in the ***Data Security Guide*** attached hereto, and incorporated herein by reference.

4. INSURANCE

ServiceNow agrees to maintain in effect during the Subscription Term, at ServiceNow's expense, the following minimum insurance coverage:

(i) (a) Workers' Compensation Insurance, in accordance with applicable statutory, federal, and other legal requirements and (b) Employers' Liability Insurance covering ServiceNow's employees in an amount of not less than $1,000,000 for bodily injury by accident, $1,000,000 policy limit for bodily injury by disease, and $1,000,000 each employee for bodily injury by disease;

(ii) Commercial General Liability Insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury arising out of the services and/or products provided by ServiceNow under this Agreement with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate;

(iii) Commercial Automobile Liability Insurance providing coverage for hired and non-owned automobiles used in connection with this Agreement in an amount of not less than $1,000,000 per accident combined single limit for bodily injury and property damage;

(iv) Combined Technology Errors' & Omission Policy with a $5,000,000 per Claim limit, including: (a) Professional Liability Insurance providing coverage for the services and software in this Agreement. Such coverage to be maintained for at least two (2) years after the termination of this Agreement; and (b) Privacy, Security, and Media Liability Insurance providing liability coverage for unauthorized access or disclosure, security breaches or system attacks, as well as infringements of copyright and trademark that might result from this Agreement; and

(v) Excess Liability over Employers' Liability, Commercial General Liability and Commercial Automobile Liability with a $5,000,000 aggregate limit.

For the purpose of this Section, a "***Claim***" means a written demand for money or a civil proceeding which is commenced by service of a complaint or similar pleading.

5. AVAILABILITY SERVICE LEVEL

5.1. DEFINITIONS

(a) "***Available***" means that the Subscription Service can be accessed by authorized users.

(b) "***Excused Downtime***" means: (i) Maintenance Time of up to two (2) hours per month; and (ii) any time the Subscription Service is not Available due to circumstances beyond ServiceNow's control, including without limitation modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.

(c) "***Maintenance Time***" means the time the Subscription Service is not Available due to service maintenance.

(d) "***Availability SLA***" means the percentage of total time during which Customer's production instances of the Subscription Service are Available during a calendar month, excluding Excused Downtime.

5.2. AVAILABLITY

If Customer's production instances of the Subscription Service fall below the Availability SLA of ninety-nine and eight-tenths percent (99.8%) during a calendar month, Customer's exclusive remedy for failure of the Subscription Service to meet the Availability SLAs is either: (1) to request that the affected Subscription Term be extended for the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA; or (2) to request that ServiceNow issue a service credit to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA (determined at the deemed per minute rate ServiceNow charges to Customer for Customer's use of the affected Subscription Service), which Customer may request ServiceNow apply to the next invoice for subscription fees.

5.3. REQUESTS

Customer must request all service credits or extensions in writing to ServiceNow within thirty (30) days of the end of the month in which the Availability SLA was not met, identifying the support requests relating to the period Customer's production instances of the Subscription Service was not Available. The total amount of service credits for any month may not exceed the subscription fee for the affected Subscription Service for the month, and has no cash value. ServiceNow may delay issuing service credits until such amounts reach one thousand U.S. dollars ($1,000) or equivalent currency specified in the applicable Order Form.

CUSTOMER SUPPORT POLICY

This Customer Support Policy governs the support that ServiceNow or its authorized reseller, as applicable, will provide for the Subscription Service. This Policy may be updated from time to time.

Scope

The purpose of Customer Support is to resolve defects that cause the Subscription Service to perform not in substantial conformance to the Product Overview. A resolution to a defect may consist of a fix, workaround or other relief ServiceNow deems reasonable.

Customer Support does not include:

- implementation services
- configuration services
- integration services
- customization services or other custom software development
- training
- assistance with administrative functions

Customer Support is not required to provide resolutions for immaterial defects or defects due to modifications of the Subscription Service made by any person other than ServiceNow or a person acting at ServiceNow's direction.

Business Hours

Customer Support is available 24 hours a day, 7 days a week, including all holidays.

Access Contacts

Customer may contact ServiceNow using one of the following means:

- Support Portal at https://hi.service-now.com/. Customer may get login access to this self-service portal by contacting its ServiceNow administrator.
- Phone using one of the numbers at http://servicenow.com/support/contact-support.html.

Customer shall contact ServiceNow's authorized reseller in accordance with its agreement with the reseller.

Incident Priority

Incident priority for a defect is determined using the guidelines below:

Priority	Definition
P1	Any defect that causes an instance to be unavailable.
P2	Any defect that causes a critical function to fail.
P3	Any defect that significantly impedes work or progress.
P4	Any defect that does not significantly impede work or progress.

Response Times and Level of Effort

Customer submits an incident with ServiceNow via phone or web and with ServiceNow's authorized reseller as directed by reseller. All support requests are tracked online and can be viewed by Customer's authorized contacts. Response times do not vary if the incident was filed via phone or web.

ServiceNow or its authorized reseller, as applicable, will use reasonable efforts to meet the target response times and target level of effort stated in the table below. Support from the reseller may be limited to business hours only.

Priority	Target Response Times	Target Level of Effort
P1	30 minutes	Continuously, 24 hours per day, 7 days per week
P2	2 hours	Continuously, but not necessarily 24 hours per day, 7 days per week
P3	1 business day	As appropriate during normal business hours
P4	N/A	Varies

Customer Responsibilities

Customer's obligations are as follows:

(a) Customer agrees to receive from ServiceNow or its authorized reseller, as applicable, communications via email, phone or through the Support Portal regarding the Subscription Service.

(b) Customer shall appoint no more than five (5) contacts ("***Customer Authorized Contacts***") to engage Customer Support for questions and/or technical issues.

(i) Only Customer Authorized Contacts are authorized to contact Customer Support.

(ii) Customer must ensure the information for these contacts is current in the Support Portal at https://hi.service-now.com/.

(iii) Customer Authorized Contacts are trained on the use and administration of the Subscription Service.

(c) Customer shall cooperate to enable ServiceNow to deliver the Subscription Service and support for the service.

(d) Customer is solely responsible for the use of the Subscription Service by its authorized users.

Support Resources

- ServiceNow Website (http://www.servicenow.com/services/overview.html)
- ServiceNow Community (https://community.servicenow.com/welcome)
- Release Notes (http://wiki.service-now.com/index.php?title=Main_Page)
- Product Documentation (http://wiki.service-now.com/index.php?title=Main_Page)
- Knowledge Base (https://hi.service-now.com/nav_to.do?uri=kb_home.do)
- Support Community (https://community.servicenow.com/community/support)

UPGRADE POLICY

1. UPGRADES

"***Upgrades***" are ServiceNow's releases of the Subscription Service for repairs, enhancements or new features applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. ServiceNow has the discretion to provide new functionality as an Upgrade or as different software or service for a separate fee. ServiceNow determines whether and when to develop, release and apply any Upgrade to Customer's instances of the Subscription Service.

2. NOTICE; MAINTENANCE DOWNTIME

ServiceNow shall use reasonable efforts to give Customer thirty (30) days prior notice of any Upgrade to the Subscription Service. ServiceNow shall use reasonable efforts to give Customer ten (10) days prior notice of any Upgrade to the cloud infrastructure network, hardware, or software used by ServiceNow to operate and deliver the Subscription Service if ServiceNow in its reasonable judgment believes that the infrastructure Upgrade will impact Customer's use of its production instances of the Subscription Service. ServiceNow will use commercially reasonable efforts to limit the period of time during which the Subscription Service is unavailable due to the application of Upgrades to no more than two (2) hours per month. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade if necessary, in the reasonable judgment of ServiceNow, to maintain the availability, security or performance of the Subscription Service or the ability of ServiceNow to efficiently provide the Subscription Service.

3. NOMENCLATURE

A pending Upgrade may be a "Feature Release", "Patch" or "Hotfix." A "***Feature Release***" is an Upgrade that includes new features or enhancements. A "***Patch***" or a "***Hotfix***" is an Upgrade to a Feature Release that maintains the functionality of the Feature Release and does not include new functionality. ServiceNow refers to each Feature Release and its associated Patches and Hotfixes as a "***Release Family***." For example, ServiceNow's Feature Release "Aspen" established the "Aspen" Release Family, and ServiceNow's subsequent Feature Release "Berlin" established the "Berlin" Release Family.

4. PINNING REQUESTS

Customer may submit a support request for "no Upgrade" not fewer than five (5) business days' prior to a pending Upgrade of the Subscription Service. Subject to the terms and conditions of this Upgrade Policy, Customer's "no Upgrade" request shall be granted, and the Upgrade shall not be applied to Customer's instances of the Subscription Service.

5. SUPPORTED AND NON-SUPPORTED RELEASE FAMILIES

ServiceNow offers support for the then current Release Family and the prior two (2) Release Families ("***Supported Release Families***") as set forth in the Customer Support Policy. A Customer using a Supported Release Family may be required to Upgrade to a Patch or Hotfix within the Supported Release Family to correct a defect. At its discretion, ServiceNow may offer limited support for additional Release Families ("***Non-Supported Release Families***"). Without limiting ServiceNow's discretion to determine the availability of support for Non-Supported Release Families, a Customer using a Non-Supported Release Family may be required to Upgrade to a Supported Release Family to correct a defect. Any service level agreements, recovery time objectives or recovery point objectives are not applicable to Non-Supported Release Families. Details of ServiceNow support are further set forth in the Customer Support Policy.

Customer acknowledges that the current Release Family is the most current feature, availability, performance and security version of the Subscription Service. Within a Supported Release Family, the most recent Patch contains the most current feature, availability, performance and security version of the Subscription Service for that Release Family. A Customer that has submitted a "no Upgrade" request may experience defects, for which Customer hereby agrees that ServiceNow is not responsible, including without limitation those that affect the features, availability, performance and security of the Subscription Service, that are fixed in the most

current version of the Subscription Service.

6. REQUIRED UPGRADES

If Customer has requested "no Upgrade" it may nevertheless be required to Upgrade if in the reasonable judgment of ServiceNow the Upgrade is necessary to maintain the availability, security or performance of the Subscription Service or the ability of ServiceNow to efficiently provide the Subscription Service, as follows:

6.1. SUPPORTED RELEASE FAMILY. If Customer is using a Supported Release Family, it may be required to Upgrade to a Patch or Hotfix within the Supported Release Family.

6.2. NON-SUPPORTED RELEASE FAMILY. If Customer is using a Non-Supported Release Family, it may be required to Upgrade to a Supported Release Family.

7. EXCEPTIONS

Notwithstanding the other provisions of this Upgrade Policy, Customer may not submit a support request for "no Upgrade" for any Upgrade to, or that is essential for, the infrastructure network, hardware, or software used by ServiceNow to operate and deliver the Subscription Service.

DATA SECURITY GUIDE

Security Statement of an Enterprise IT Cloud Company

The ServiceNow cloud is built for the enterprise customer with every aspect aimed towards meeting the customer's demand for reliability, availability and security. ServiceNow's comprehensive approach to address this demand is enabled by the following: (a) ServiceNow's robust cloud infrastructure runs on its own applications and utilizes industry best-of-breed technology to automate mission critical functionalities in the cloud service with around-the-clock and around-the-world delivery; (b) ServiceNow achieves flexibility and control in its ability to deliver a stable user experience to the customer by having a logical single tenant architecture; (c) ServiceNow's application development which has a paramount focus on quality, security, and the user experience is closely connected to the operations of delivering those applications in a reliable and secure cloud environment; (d) ServiceNow invests in a comprehensive compliance strategy that allows its customers to attain their own compliance to applicable laws by obtaining attestations and certifications and running its subscription service from paired data centers situated close to where its customers are located; and (e) ServiceNow's homogeneous environment where all applications are on a single platform offers ServiceNow a competitive advantage in being able to concentrate its efforts to make the customer's user experience the best possible.

This Data Security Guide describes the measures ServiceNow takes to protect Customer Data when it resides in the ServiceNow cloud. This Data Security Guide forms a part of any legal agreement into which this Data Security Guide is explicitly incorporated by reference (the "***Agreement***") and is subject to the terms and conditions of the Agreement. Capitalized terms that are not otherwise defined herein shall have the meaning given to them in the Agreement.

1. SECURITY PROGRAM

While providing the Subscription Service, ServiceNow shall maintain a written information security program of policies, procedures and controls ("***Security Program***") governing the processing, storage, transmission and security of Customer Data. The Security Program includes industry standard practices designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction. ServiceNow may periodically review and update the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, provided that any such update does not materially reduce the commitments, protections or overall level of service provided to Customer as described herein.

2. CERTIFICATIONS AND ATTESTATIONS

2.1. Certifications and Attestations. ServiceNow shall establish and maintain sufficient controls to meet the objectives stated in ISO 27001 and SSAE 16 / SOC 1 and SOC 2 Type 2 (or equivalent standards) (collectively, the "***Standards***") for the information security management system supporting the Subscription Service. At least once per calendar year, ServiceNow shall perform an assessment against such Standards ("***Assessment***"). Upon Customer's written request, which shall be no more than once per calendar year, ServiceNow shall provide a summary of the Assessment(s) to Customer. Assessments shall be Confidential Information of ServiceNow.

2.2. Safe Harbor. ServiceNow shall maintain self-certified compliance under the U.S.-EU and U.S.-Swiss Safe Harbor Frameworks developed by the U.S. Department of Commerce regarding the collection, use and retention of Personal Data (defined in Section 6 below) from European Union member countries and Switzerland.

3. PHYSICAL, TECHNICAL AND ADMINISTRATIVE SECURITY MEASURES

The Security Program shall include the following physical, technical and administrative measures designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction:

3.1. Physical Security Measures

(a) Data Center Facilities: (i) Physical access restrictions and monitoring that may include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter deterrents (for example,

fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; and (ii) fire detection and fire suppression systems both localized and throughout the data center floor.

(b) Systems, Machines and Devices: (i) Physical protection mechanisms; and (ii) entry controls to limit physical access.

(c) Media: (i) Industry standard destruction of sensitive materials before disposition of media; (ii) secure safe for storing damaged hard disks prior to physical destruction; and (iii) physical destruction of all decommissioned hard disks storing Customer Data.

3.2. Technical Security Measures

(a) Access Administration. Access to the Subscription Service by ServiceNow employees and contractors is protected by authentication and authorization mechanisms. User authentication is required to gain access to production and sub-production systems. Access privileges are based on job requirements and are revoked upon termination of employment or consulting relationship. Production infrastructure includes appropriate user account and password controls (for example, the required use of virtual private network connections, complex passwords with expiration dates, and a two-factored authenticated connection) and is accessible for administration.

(b) Logging and Monitoring. The production infrastructure log activities are centrally collected and are secured in an effort to prevent tampering and are monitored for anomalies by a trained security team.

(c) Firewall System. An industry-standard firewall is installed and managed to protect ServiceNow systems by residing on the network to inspect all ingress connections routed to the ServiceNow environment.

(d) Vulnerability Management. ServiceNow conducts periodic independent security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, ServiceNow will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with ServiceNow's then current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in all production systems.

(e) Antivirus. ServiceNow updates anti-virus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.

(f) Change Control. ServiceNow ensures that changes to platform, applications and production infrastructure are evaluated to minimize risk and are implemented following ServiceNow's standard operating procedure.

3.3. Administrative Security Measures

(a) Data Center Inspections. ServiceNow performs routine reviews at each data center to ensure that it continues to maintain the security controls necessary to comply with the Security Program.

(b) Personnel Security. ServiceNow performs background and drug screening on all employees and all contractors who have access to Customer Data in accordance with ServiceNow's then current applicable standard operating procedure and subject to applicable law.

(c) Security Awareness and Training. ServiceNow maintains a security awareness program that includes appropriate training of ServiceNow personnel on the Security Program. Training is conducted at time of hire and periodically throughout employment at ServiceNow.

(d) Vendor Risk Management. ServiceNow maintains a vendor risk management program that assesses all vendors that access, store, process or transmit Customer Data for appropriate security controls and business disciplines.

4. DATA PROTECTION AND SERVICE CONTINUITY

4.1. Data Centers; Data Backup. ServiceNow shall host Customer's instances in primary and secondary SSAE 16 Type II or ISO 27001 certified (or equivalent) data centers in the geographic regions specified on the Order Form for the Subscription Term. Each data center includes full redundancy (N+1) and fault tolerant infrastructure for electrical, cooling and network systems. The deployed servers are enterprise scale servers with redundant power to ensure maximum uptime and service availability. The production database servers are replicated in near real time to a mirrored data center in a different geographic region. Each customer instance is supported by a network configuration with multiple connections to the Internet. ServiceNow backs up all Customer Data in accordance with ServiceNow's standard operating procedure.

4.2. Personnel. In the event of an emergency that renders the customer support telephone system unavailable, all calls are routed to an answering service that will transfer to a ServiceNow telephone support representative, geographically located to ensure business continuity for support operations.

5. INCIDENT MANAGEMENT AND BREACH NOTIFICATION

5.1. Incident Monitoring and Management. ServiceNow shall monitor, analyze and respond to security incidents in a timely manner in accordance with ServiceNow's standard operating procedure. Depending on the nature of the incident, ServiceNow security group will escalate and engage response teams necessary to address an incident.

5.2. Breach Notification. Unless notification is delayed by the actions or demands of a law enforcement agency, ServiceNow shall report to Customer the unauthorized acquisition, access, use, disclosure or destruction of Customer Data (a "Breach") promptly following determination by ServiceNow that a Breach occurred. The initial report shall be made to Customer security contact(s) designated in ServiceNow's customer support portal. ServiceNow shall take reasonable measures to promptly mitigate the cause of the Breach and shall take reasonable corrective measures to prevent future Breaches. As information is collected or otherwise becomes available to ServiceNow and unless prohibited by law, ServiceNow shall provide information regarding the nature and consequences of the Breach that are reasonably requested to allow Customer to notify affected individuals, government agencies and/or credit bureaus. Customer is solely responsible for determining whether to notify impacted Data Subjects (defined in 6.1 below) and for providing such notice, and for determining if regulatory bodies or enforcement commissions applicable to Customer or Customer Data need to be notified of a Breach.

5.3. Customer Cooperation. Customer agrees to cooperate with ServiceNow in maintaining accurate contact information in the customer support portal and by providing any information that is reasonably requested to resolve any security incident, identify its root cause(s) and prevent a recurrence.

6. DATA PROCESSING GUIDELINES; COMPLIANCE WITH LAWS

6.1. Customer as Data Controller. Customer acknowledges that in relation to Personal Data supplied and/or processed under the Agreement it acts as Controller and it warrants that it will duly observe all of its obligations under all applicable laws and regulations of the European Union, the European Economic Area and their member states regarding the processing of Personal Data (collectively referred to as "Data Protection Laws") including, without limitation, obtaining and maintaining all necessary notifications and obtaining and maintaining all necessary Data Subject Consents. Customer shall (i) have sole responsibility for the accuracy, quality, integrity, legality and reliability of Personal Data and of the means by which it acquired Personal Data, (ii) ensure that data processing instructions given to ServiceNow comply with applicable Data Protection Laws, and (iii) comply with all applicable Data Protection Laws in collecting, compiling, storing, accessing and using Personal Data in connection with the Subscription Service. For the purposes of this Data Security Guide, "Personal Data", "Controller", "Data Subject" and "Data Subject Consent" shall have the meaning given to these terms in Directive 95/46/EC. For clarity, "process" or "processing" means any operation or set of operations performed upon Customer Data.

6.2. ServiceNow as Data Processor. ServiceNow shall process or otherwise use Personal Data (including possible onward transfers) on behalf of Customer solely for the purpose of providing the services

described in the Agreement and only in accordance with Customer's lawful instructions (limited to those instructions which ServiceNow can reasonably carry out in the provision of the Subscription Service), the terms of the Agreement, and this Data Security Guide. ServiceNow shall ensure that those employees to whom it grants access to such Personal Data are directed to keep such Personal Data confidential and are informed of any additional data protection obligations applicable to such Personal Data. ServiceNow shall, to the extent legally permitted, promptly notify Customer with respect to any request or communication ServiceNow receives from any regulatory authority in relation to any data processing activities ServiceNow conducts on behalf of Customer. In addition, ServiceNow will cooperate and assist Customer, at Customer's cost, in relation to any such request and to any response to any such communication. ServiceNow will pass on to the Customer any requests of a Data Subject to access, delete, correct, or block Personal Data processed under the Agreement. If ServiceNow is compelled by law to disclose Customer's information as part of a civil proceeding to which Customer is a party, and Customer is not contesting the disclosure, Customer will reimburse ServiceNow for its reasonable cost of compiling and providing secure access to that information.

6.3. Subcontractors. ServiceNow may engage subcontractors for processing Customer Data under the Agreement, provided ServiceNow shall ensure compliance by such subcontractor(s) with the requirements of this Section 6 by entering into written agreements with such subcontractors which provide that the subcontractor will apply the Safe Harbor principles to the processing of Personal Data. ServiceNow's use of any subcontractor will not relieve, waive or diminish any obligation ServiceNow has under the Agreement or this Data Security Guide.

7. PENETRATION TESTS

7.1. By a Third Party. ServiceNow contracts with third party vendors to perform an annual penetration test on the ServiceNow platform to identify risks and remediation that help increase security.

7.2. By Customer. No more than once per calendar year Customer may request to perform, at its own expense, an application penetration test of its instances of the Subscription Service. Customer shall notify ServiceNow in advance of any test by submitting a request using ServiceNow's online support portal and completing a penetration testing agreement. ServiceNow and Customer must agree upon a mutually acceptable time for the test; and Customer shall not perform a penetration test without ServiceNow's express written authorization. The test must be of reasonable duration, and must not interfere with ServiceNow's day-to-day operations. Promptly upon completion of the penetration test, Customer shall provide ServiceNow with the test results including any detected vulnerability. Upon such notice, ServiceNow shall, consistent with industry standard practices, use all commercially reasonable efforts to promptly make any necessary changes to improve the security of the Subscription Service. Customer shall treat the test results as Confidential Information of ServiceNow.

8. SHARING THE SECURITY RESPONSIBILITY

8.1. Product Capabilities. The Subscription Service has the capabilities to: (i) authenticate users before access; (ii) encrypt passwords; (iii) allow users to manage passwords; and (iv) prevent access by users with an inactive account. Customer manages each user's access to and use of the Subscription Service by assigning to each user a credential and user type that controls the level of access to the Subscription Service.

8.2. Customer Responsibilities. ServiceNow provides the cloud environment that permits Customer to use and process Customer Data in the Subscription Service. The architecture in the Subscription Service includes, without limitation, column level encryption functionality and the access control list engine. Customer shall be responsible for using the column level encryption functionality and access control list engine for protecting all Customer Data containing sensitive data, including without limitation, credit card numbers, social security numbers, financial and health information, and sensitive personal data. Customer is solely responsible for the results of its decision not to encrypt such sensitive data. ServiceNow protects all Customer Data in the ServiceNow cloud infrastructure equally in accordance with this Data Security Guide, regardless of the classification of the type of Customer Data. Customer shall be responsible for protecting the confidentiality of each user's login and password and shall manage each user's access to the Subscription Service.

8.3. Customer Cooperation. Customer shall promptly apply any application upgrade that ServiceNow determines is necessary to maintain the security, performance or availability of the Subscription Service.

8.4. Limitations. Notwithstanding anything to the contrary in the Agreement or this Data Security Guide, ServiceNow's obligations extend only to those systems, networks, network devices, facilities and components over which ServiceNow exercises control. This Data Security Guide does not apply to: (i) information shared with ServiceNow that is not data stored in its systems using the Subscription Service; (ii) data in Customer's virtual private network (VPN) or a third party network; or (iii) any data processed by Customer or its users in violation of the Agreement or this Data Security Guide.

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ServiceNow Product Overview

Effective Date: May 2, 2016

ServiceNow Applications	
Activity Designer	Enables a user to construct reusable activities that suit an organization's business needs. Requires Orchestration Core.
Activity Packs	A collection of related workflow activities that allow Orchestration Core to connect to, and automate work with, external systems. Some Activity Packs require Orchestration Core and others require Cloud Management.
Agile Development	Provides capabilities to manage the software development process in projects including enhancement requests, defect prioritization, definition of release content, and tasks.
Asset Management	Provides capabilities to track and manage the physical, contractual, and financial aspects of assets.
Audit Management	Provides a centralized process for Internal Audit teams to automate the complete audit lifecycle by providing the capability to plan, scope and execute integrated, risk-based audit plans.
Change Management	Allows repeatable methods and procedures to be used for introducing change into the IT infrastructure by providing capabilities for creating, assessing, approving, and executing changes.
Client Software Distribution	Allows administrators to distribute software from the service catalog using third party management systems. Requires Orchestration Core.
Cloud Management	Provides the capability to automate the provisioning and management lifecycle of public and private virtual servers. Requires Orchestration Core.
Configuration Automation	Provides the capability to manage the configuration settings of a physical or virtual server. Requires Orchestration Core.
Cost Management	Provides capabilities to track one-time and recurring costs of configuration items used by IT and allocate those costs to business units using allocation rules.
Cost Transparency	Provides insight for executives seeking to align spending to business goals. Users can classify general ledger records, define reporting structures and allocation rules, and view summary reports.
Customer Service Management	Includes the following key features: Omni–channel customer engagement across portal, chat, email, and phone (native telephony integration requires Notify); a robust customer data model for accounts, partners, and contacts; case management with advanced skills-based routing, real-time service level agreement (SLA), service contracts and service entitlements; pre-packaged service analytics using both real-time data as well as snapshots for trend analysis (trend analytics requires Performance Analytics use rights); and voice of customer feedback through online surveys and customer satisfaction reporting.

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Demand Management	Consolidates IT requests through a service catalog and routes them in a workflow to stakeholders who gather additional information to prioritize investment decisions.
Discovery	Locates physical and virtual devices connected to an enterprise network. When Discovery locates a device, it explores its configuration, status, software, and relationships to other connected devices, and updates the Configuration Management Data Base (CMDB).
Edge Encryption	Resides on Customer-owned servers and encrypts and decrypts eligible data stored in their instance. Customer controls and manages the encryption keys for the eligible data in their instance.
Enterprise Service Portal - HR	In support of HR service delivery, provides employee self-service via an HR service catalog and provides HR the capability to assign tasks to employees. Uses prebuilt layouts, controls, and content. Requires HR Service Management.
Event Management	Aggregates events from monitoring tools used by Customer in its infrastructure, de-duplicates and correlates inputs from such events to CMDB, and provides the ability to filter and prioritize events to create incidents for remediation.
Facilities Service Management	Provides capabilities to manage the service delivery of a facilities department by offering a self-service catalog and assignment of requests based on fulfillment rules.
Field Service Management	Provides capabilities to create work order records for the repair and service of equipment. Requires Asset Management.
Financial Planning	Assists executives and budget owners in the automation of budget and forecast planning, helping to increase efficiency and simplify the planning process.
Finance Service Management	Enables the finance department to define its services and fulfill requests through workflow capabilities and knowledge management, and provides visibility into resource utilization and service delivery performance through dashboards.
HR Service Management	Provides capabilities to manage HR service delivery using case management to document the interactions between the employee and HR supported by the knowledge base.
Incident Management	Facilitates the process of restoring normal IT operations by providing capabilities to record, classify, distribute, and manage incidents through to resolution. Includes Performance Analytics limited to 15 key performance indicators (KPIs), one dashboard and 90 days of data captured by Incident Management.
Legal Service Management	Enables the legal department to define its services and fulfill requests through workflow capabilities and knowledge management, and provides visibility into resource utilization and service delivery performance through dashboards.
Marketing Service	Enables the marketing department to define its services and fulfill requests

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Management	through workflow capabilities and knowledge management, and provides visibility into resource utilization and service delivery performance through dashboards.
Notify	Provides the capability to initiate notification from Customer's instance of the subscription service to a supported third-party platform for SMS, voice and other communications protocols. Customer is required to separately purchase any third-party service required to work with Notify.
Orchestration Core	Enables orchestration of activities outside Customer's instance of the subscription service. Allows Customer to automate discrete tasks or processes using graphical workflows that interact with external systems or services.
Password Reset	Provides the capability to reset User's passwords that are stored and pre-authenticated in a credential store outside Customer's instance of the subscription service, such as Active Directory and other supported credential stores. Requires Orchestration Core.
Performance Analytics	Provides advanced analytics and time series analysis for KPIs.
Platform Runtime	Allows customer to deploy applications developed on the ServiceNow Platform into production.
Policy and Compliance Management	Provides a centralized process for creating and managing policies, standards, and internal control procedures that are cross-mapped to external regulations and best practices. Additionally, the application provides structured workflows for the identification, assessment, and continuous monitoring of control activities.
Problem Management	Facilitates the process of identifying the root causes of errors in the IT infrastructure by providing capabilities to record, escalate, and manage problems through to resolution.
Project Portfolio Management	Provides capabilities to plan, organize, and manage projects and project portfolios including associated tasks and resources.
Release Management	Facilitates the planning, design, build, configuration, testing, and release of hardware and software into the IT infrastructure.
Request Management	Provides capabilities to approve and fulfill requests for goods and services defined and presented in the service catalog.
Resource Management	Provides a view of projects and the availability, allocation, and capacity of assigned resources.
Risk Management	Provides an executive view into risk to allow risk managers to quickly identify at-risk assets, perform assessments, and continuously monitor risk exposure.
Security Incident Response	Enables SOC/SIRT teams to enact response plans to address security-related activities, events or incidents. Enables response team collaboration, investigation of network and non-network related activities (i.e. intellectual property theft, criminal activities, etc.) and includes the capability for automated request assignment and remediation across IT and security teams.

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Service Mapping	Discovers business services of the organization and builds a comprehensive map of all devices, applications, and configuration profiles used in these business services.
Test Management	Provides a user acceptance testing framework to help project teams and business users align on project deliverables, and provides visibility into the status of the project testing when used in conjunction with Project Portfolio Management and Agile Development. Project Portfolio Management and Agile Development are separately authorized.
Threat Intelligence	Provides the ability to support multiple threat intelligence feeds to enhance the context of a security incident by enabling analysts to see potential threats and related systems in an integrated view. Threat Intelligence also allows Customers to add their own custom feeds and to place confidence scores or weighting on each feed to accelerate the identification of legitimate security issues.
Vendor Performance Management	Enables Customer to manage, evaluate and compare vendors based on predefined criteria.
Vulnerability Response	Integrates with the National Vulnerability Database (NVD) and third-party solutions to generate a set of actionable reports of vulnerable assets in the Customer environment. Incident response tasks, change requests or problem tickets can easily be opened from vulnerabilities to allow security teams to perform further investigation or to allow IT to perform remediation.
ServiceNow Platform Services	
Business Service Maps	Graphically displays the configuration items related to a business service, and indicates the status of those configuration items.
Chat	Provides real-time communication capability via instant messaging between Users.
Coaching Loops	Provides the capability to monitor and provide feedback on a specific behavior of an individual or group.
Configuration Management (CMDB)	Provides capabilities to identify, record, and report on IT configuration items and their relationships.
Connect	Provides the capability to connect people, processes and information into a unique and centralized collaboration workspace to cut down on resolution times. Features include real-time chat, document delivery, active lists to see who is working and the ability to interact straight from the activity stream.
Content Management System	Provides the ability to create custom interfaces.
Form Designer	Allows creation of forms and tables with visual controls.

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Google Maps	ServiceNow may make Google Maps available for use with the subscription service. If Customer uses Google Maps, Customer agrees to the following terms: (i) Customer shall limit its use to 60,000 map views on an annual basis and additional use shall be purchased from Google subject to Google's terms and conditions, to which ServiceNow is not a party; (ii) Customer agrees, and shall cause its end users to agree, to Google's Maps Terms (http://maps.google.com/help/terms_maps.html or a successor URL as provided by Google), the Legal Notices (http://www.maps.google.com/help/legalnotices_maps.html or a successor URL as provided by Google), and the Acceptable Use Policy (http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html or a successor URL as provided by Google); and (iii) Customer agrees that Google may use Customer data in accordance with its privacy policy and that Google may provide its maps services to Customer. Google Maps may not be available to Customer due to location availability and may not be available during Customer's entire subscription term. ServiceNow support and warranty do not apply to Google Maps.
Graphical Workflow	Provides the capability to automate multi-step processes within Customer's instance of the subscription service. Each workflow can manage a sequence of activities, such as creating records or running scripts, and the condition-based transitions between them. Customer is required to purchase Orchestration Core to orchestrate activities using the Graphical Workflow that interact outside Customer's instance of the subscription service.
Knowledge Management	Provides role-based tools to create, store, and publish information. Provides mechanisms for version control and approvals of documents in the review process.
Live Feed	Provides a place to post and share content.
Mobile	Provides a customizable ServiceNow interface for mobile devices.
On-Call Scheduling	Enables creation of on-call schedules and escalation rosters.
OpenFrame	An interface technology that enables real-time communication channels such as telephone systems to be integrated into the ServiceNow Platform. OpenFrame consists of UI elements as well as a set of APIs that support exchange of events and data between ServiceNow and the communications system.
Reporting	Provides the capability to create and share reports and dashboards.
REST API	Provides the ability to integrate external systems through REST APIs using standard respond codes, header information, pagination support and streaming data on requests.
Service Catalog	Displays a listing of the goods and services that Customer provides within the enterprise to its employees and contractors.
Service Creator	Provides capabilities for building no-code service catalog items.

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Service Level Management	Establishes and monitors status of service contracts and SLAs between the organization and its customers or third-party service providers.
Service Portal Designer	Provides the capability to build portals with a consumer-like experience using both ServiceNow out-of-the-box widgets and templates as well as Customer's own widgets and styles, while leveraging only HTML and CSS.
Skills Management	Assigns configured competencies to groups or users.
Studio	Integrated Development Environment (IDE) for professional and low-code (i.e., IT administration) application developers.
Survey Management	Allows for polling and collection of data, including configuration for specific events and/or conditions.
Time Cards	Records time worked on tasks either manually or automatically.
Visual Task Boards	Enables a Kanban-style workspace for either individual or team-based management of tasks.
Visualizations	Displays interactive 2-D and 3-D visual representations for any logical data relationships within an instance.

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GENERAL TERMS AND CONDITIONS

These General Terms and Conditions and any referenced documents form the agreement (the "***Agreement***") under which an Order Form is executed.

1. PROVISION OF SERVICES

ServiceNow will make the following purchased services available to Customer, subject to the terms and conditions of the Agreement and each ordering document signed by Customer and ServiceNow (each, an "***Order Form***") and the product overview attached thereto or referenced therein ("***Product Overview***"), including without limitation:

(a) use of the ServiceNow applications which are made available by ServiceNow as a software as a service (SaaS) ("***Subscription Service***"); and

(b) professional services and training services ("***Professional Services***").

An Order Form for Professional Services shall specify ServiceNow packaged professional services (each offering, a "***Packaged Service***"), as described in one or more service descriptions (if not attached to the Order Form, then as set forth on www.servicenow.com/be_schedules.do) ("***Service Description***") or other Professional Services described in one or more written statements of work ("***SOW***") signed by ServiceNow and Customer.

2. ORDERING

2.1 ORDERS AND PAYMENT. Upon execution by Customer and ServiceNow, each Order Form is non-cancellable and non-refundable except as provided in the Agreement. Prices stated in each Order Form are final. Except as expressly set forth in the applicable Order Form, Subscription Service fees are invoiced annually in advance. Each Subscription Term (as defined in Section 3.1) as set forth in the Order Form is a continuous and non-divisible commitment for the full duration of the Subscription Term regardless of the invoice schedule. Except as expressly set forth in the applicable Order Form or SOW or Service Description, Professional Services fees are invoiced on a time and materials basis monthly in arrears. Customer shall pay each invoice in full within thirty (30) days after the date of invoice. Customer may issue a purchase order consistent with the terms of the Order Form, but a purchase order is not required. If Customer issues a purchase order, then it shall be for the full amount of the Order Form, and any additional or conflicting terms appearing in a purchase order shall not amend the Order Form or the Agreement. Upon request, ServiceNow shall reference the purchase order number on its invoices (solely for administrative convenience) so long as Customer provides the purchase order at least fifteen (15) business days prior to the date of the invoice. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower. If Customer is delinquent in payment of amounts for the services owed hereunder, ServiceNow may give notice to Customer of such delinquency and, in such case, Customer shall cure the delinquency within thirty (30) days from the date of ServiceNow's written notice. If Customer fails to cure the delinquency, ServiceNow may suspend Customer's use of the Subscription Service or terminate the Agreement for cause in accordance with Section 7 (Term and Termination), in addition to other rights and remedies available.

2.2 TAXES. All payments required by the Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, value-added taxes ("***VAT***"), goods and services taxes ("***GST***"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, "***Taxes***"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Subscription Service and Professional Services. Taxes shall not be deducted from the payments to ServiceNow, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, ServiceNow receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Each party is responsible for and shall bear taxes imposed on its net income. If Customer is a tax-exempt entity or claims exemption from any Taxes under the Agreement, Customer shall provide a tax exemption number on the Order Form and a certificate upon execution of the Order Form and, after receipt of valid evidence of exemption, ServiceNow shall not charge Customer any Taxes from which it is exempt. If ServiceNow is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Subscription Service or Professional Services, ServiceNow will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. Customer shall provide to ServiceNow its VAT or GST identification number(s) on the Order Form for (i) the country where Customer has established its business and/or (ii) any other country where Customer has a fixed establishment. Customer shall use the ordered Subscription Service and Professional Services for Customer's business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s). The parties' obligations under this Section shall survive the termination or expiration of the Agreement.

2.3 USE VERIFICATION. Customer may not use or otherwise access the Subscription Service in a manner that exceeds Customer's authorized use. ServiceNow may review Customer's use of the Subscription Service, and Customer shall provide any reasonable assistance to verify Customer's compliance with the Agreement. If ServiceNow determines that Customer has exceeded its permitted use of the Subscription Service then ServiceNow will notify Customer and within thirty (30) days thereafter Customer shall either: (i) disable any unpermitted use or (ii) purchase additional subscriptions. If Customer fails to regain compliance within such thirty (30) day period, ServiceNow may suspend Customer's use of the Subscription Service or terminate the Agreement for cause in accordance with Section 7 (Term and Termination), in addition to any other rights or remedies ServiceNow may have.

3. GRANT OF USE RIGHTS; OWNERSHIP; CUSTOMER RESTRICTIONS

3.1. SUBSCRIPTION SERVICE. Customer is authorized to use the Subscription Service limited by the purchased amount and subscription term ("***Subscription Term***") on the Order Form and the Product Overview.

3.2. DOCUMENTATION. ServiceNow grants to Customer a non-exclusive, non-transferable, worldwide right during the Subscription Term to access and use the documentation relating to the operation and use of the Subscription Service that is provided by ServiceNow to Customer under the Agreement, as updated by ServiceNow from time to time ("***Documentation***").

3.3. CUSTOMER DATA. Customer grants ServiceNow a non-exclusive, non-transferable, worldwide right to use the electronic data pertaining to Customer and/or its users that is processed using the Subscription Service (collectively "***Customer Data***") strictly for the limited purpose of providing the Subscription Service to Customer.

3.4. SOFTWARE. ServiceNow may provide ServiceNow software products (*"**Software**"*) for use in connection with the Subscription Service. Any Software is licensed and not sold (even if for convenience ServiceNow makes reference to words such as "sale" or "purchase"). ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable, non-exclusive license to install and execute the Software on machines operated by or for Customer solely to permit Customer to use the Subscription Service during the Subscription Term in accordance with the terms and conditions of the Agreement. The Software may include code that is licensed under third party license agreements, including open source made available or provided with the Software.

3.5. OWNERSHIP. As between ServiceNow and Customer, all rights, title, and interest in and to all intellectual property rights in the Subscription Service, Software and/or Documentation are owned exclusively by ServiceNow. Except as expressly provided in the Agreement, ServiceNow does not grant Customer (and expressly reserves) any rights, express or implied, or ownership in the Subscription Service, Software and/or Documentation. ServiceNow shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Subscription Service, Software and/or Documentation, any suggestions, enhancements, recommendations or other feedback provided by Customer relating to the Subscription Service, Software and/or Documentation.

3.6. RESTRICTIONS. Customer shall not (and shall not permit others to) do the following with respect to the Subscription Service, Software or Documentation: (i) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of them available for access by third parties; (ii) disassemble, reverse engineer, decompile or modify them or otherwise create derivative works thereof; (iii) access them for the purpose of developing products or services that compete with the Subscription Service; (iv) use them to operate more or different type of applications or platform not authorized under the Agreement; (v) use them to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act; (vi) disrupt their security, integrity or operation; (vii) remove or modify a copyright or other proprietary rights notice in them; (viii) use them to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (ix) use them to damage the property of another; (x) use them in any manner which violates any law or regulation of the United States, any state thereof or other government authority; (xi) use them in any manner that disables, hacks or otherwise interferes with any security, digital signing, digital rights management, verification or authentication mechanisms or (xii) use them in a manner that temporarily or permanently alters, erases, removes, copies, modifies, halts or disables any ServiceNow or third party data, software or network.

4. WARRANTIES

4.1. LIMITED SUBSCRIPTION SERVICE WARRANTY. ServiceNow warrants that during the Subscription Term Customer's production instances of the Subscription Service shall materially conform to the Product Overview. To submit a warranty claim under this Section, Customer shall (1) reference this Section; and (2) submit a support request to resolve the non-conformity as provided in the Subscription Service Guide, which is set forth on www.servicenow.com/be_schedules.do. If the non-conformity persists without relief more than thirty (30) days after written notice of a warranty claim provided to

ServiceNow under this Section 4.1, then Customer may terminate the affected Subscription Service and ServiceNow shall refund to Customer any prepaid subscription fees covering the remainder of the Subscription Term of the affected Subscription Service after the date of termination. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than ServiceNow or a person acting at ServiceNow's direction. THIS SECTION 4.1 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

4.2. LIMITED PROFESSIONAL SERVICES WARRANTY. ServiceNow warrants that the Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in the SOW or Service Description. Customer shall notify ServiceNow in writing of any breach within thirty (30) days after performance of the non-conforming Professional Services. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or shall terminate the affected Professional Services and refund to Customer any amounts paid for the nonconforming Professional Services. THIS SECTION 4.2 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

4.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THE AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICENOW SPECIFICALLY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE, SOFTWARE, PROFESSIONAL SERVICES OR DOCUMENTATION WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THE AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

5. CONFIDENTIALITY AND NON-USE RESTRICTIONS

5.1. CONFIDENTIAL INFORMATION. "***Confidential Information***" means all information disclosed by a party ("***Disclosing Party***") to the other party ("***Receiving Party***"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including without limitation: each party's respective business plans and processes; financial and employee data; proprietary technology and product information and designs; the Subscription Service and Software and Customer Data. The terms of the Agreement and Order form(s) are Confidential Information of ServiceNow. Confidential Information excludes information that: (i) is or becomes generally known to the public; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party; (iii) is received from a third party without any obligation of confidentiality to a third party or breach of any obligation of confidentiality to the Disclosing Party; or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

5.2. PROTECTION. The Receiving Party shall: (i) at all times protect the confidentiality of the Disclosing Party's Confidential Information with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use Confidential Information of the Disclosing Party except to the extent necessary to exercise its rights or fulfill its obligations under the Agreement. To the extent necessary under the Agreement, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the Receiving Party's employees or contractors who are bound by written obligations of confidentiality and non-use and non-disclosure restrictions at least as protective as those set forth herein. In the event of a court order or government regulation compelling disclosure of any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice thereof, and shall reasonably cooperate with the Disclosing Party to seek confidential or other protective treatment. Each party's obligations set forth in this Section 5 shall remain in effect during the term and three (3) years after termination of the Agreement. The Receiving Party shall promptly return to the Disclosing Party or destroy (with certification of such destruction provided by the Receiving Party upon request) all Confidential Information of the Disclosing Party in its possession or control upon request from the Disclosing Party. Provisions for the return of Customer Data are set forth in Section 7.3 (Return of Customer Data).

6. LIMITATIONS OF LIABILITY AND DAMAGES

6.1. LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO The AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE

TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (3) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED FOR SERVICES PROVIDED HEREUNDER.

6.2. EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

7. TERM AND TERMINATION

7.1. TERM AND TERMINATION. The Agreement continues until terminated in accordance with its terms. Each party may terminate the Agreement in its entirety either: (i) upon thirty (30) days' prior written notice to the other party, if at the time such notice is served there are no Order Forms in effect; or (ii) upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate a Subscription Service or Professional Services effective immediately upon written notice if the other party materially breaches a material obligation under the Agreement or the applicable Order Form for the affected service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party. Professional Services are separately ordered from the Subscription Service, and are not required for the Subscription Service. A breach by a party of its obligations with respect to Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Subscription Service even if the services are enumerated in the same Order Form.

7.2. EFFECT OF TERMINATION OF SERVICE. Upon expiration or other termination of the Subscription Service for any reason, Customer shall stop using, and ServiceNow shall stop providing, the terminated Subscription Service. (a) If the Subscription Service is terminated by Customer due to ServiceNow's breach, then ServiceNow shall refund to Customer, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of the Subscription Term for the terminated Subscription Service after the effective date of termination. (b) If Professional Service is terminated by Customer due to ServiceNow's breach, then ServiceNow shall refund to Customer, within thirty (30) days after the effective date of termination, any prepaid amounts for unperformed Professional Service. (c) If the Subscription Service is terminated by ServiceNow due to Customer's breach, then Customer shall pay to ServiceNow, within thirty (30) days after the effective date of termination, fees for the terminated Subscription Service that would have been payable for the remainder of the Subscription Term after the effective date of termination. (d) Upon expiration or other termination of the Subscription Service for any reason, Customer shall be eligible to request the return of Customer Data in accordance with Section 7.3 (Return of Customer Data).

7.3. RETURN OF CUSTOMER DATA. Following the end of the Subscription Term, where Customer has not renewed, Customer shall have forty-five (45) days to request a copy of the Customer Data from ServiceNow; and, if requested, ServiceNow shall use commercially reasonable efforts to provide a copy of that data within fifteen (15) days in a mutually agreed upon, commercially standard format at no cost to Customer unless ServiceNow determines in its reasonable discretion that the data output is not routine, in which case the parties shall mutually agree on a statement of work for professional services. After such forty-five (45) day period, ServiceNow shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Subscription Service.

7.4. SURVIVAL. Upon termination of the Agreement for any reason, Customer shall pay all amounts owed hereunder. Sections 3.5 (Ownership), 3.6 (Restrictions), and 5 (Confidentiality and Non-Use Restrictions) through 8 (General Provisions) of these General Terms and Conditions, together with any other provision required for their construction or enforcement, shall survive termination of the Agreement for any reason.

8. GENERAL PROVISIONS

8.1. ASSIGNMENT. Neither party may assign its rights or obligations, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may, upon notice and without the other party's consent: (i) in connection with a merger, reorganization or sale of all or substantially all of the assets or equity

of such party, assign the Agreement in its entirety to such party's successor; and (ii) assign the Agreement in its entirety to any company, partnership or other legal entity which from time to time directly or indirectly controls, is controlled by or is under the common control with such party. Any attempted or purported assignment in violation of this Section 8.1 will be null and void. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

8.2. NOTICE. Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email, except that email shall not be sufficient for notices regarding a Claim. Notices shall be sent to the parties as set forth on the Order Form or as otherwise agreed to by the parties in writing.

8.3. EXPORT COMPLIANCE. Each party shall comply with United States and foreign export control laws and regulations. Customer acknowledges that the Subscription Service, Professional Services, Software and Documentation are subject to the U.S. Export Administration Regulations (the "***EAR***") and that Customer shall comply with the EAR. Without limiting the foregoing, Customer represents and warrants that: (i) Customer is not located in, and shall not use the Subscription Service, Professional Services, Software and Documentation from, any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (ii) Customer shall not use the Subscription Service, Professional Services, Software and Documentation in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, sounding rockets or unmanned air vehicle systems; and (iii) Customer is not prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws which may impact Customer's right to import, export or use the Subscription Service, Professional Services, Software and Documentation.

8.4. FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "***Force Majeure Event***"). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

8.5. US GOVERNMENT RIGHTS. All ServiceNow software is commercial computer software and all services are commercial items. "***Commercial computer software***" has the meaning set forth in Federal Acquisition Regulation ("***FAR***") 2.101 for civilian agency purchases and the Department of Defense ("***DOD***") FAR Supplement ("***DFARS***") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the services are acquired by or on behalf of a civilian agency, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of the Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of the Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses Government rights in computer software or technical data.

8.6. ENTIRETY. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of ServiceNow which is not set out in the Agreement. Customer's order is not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any verbal or written communication about ServiceNow's future plans. The Agreement supersedes all prior or contemporaneous oral or written agreement, representations and negotiations, including, but not limited to, any terms contained in Customer's purchase order.

8.7. WAIVER AND AMENDMENT. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of the Agreement, an Order Form, the Product Overview, the Subscription Service Guide, a SOW or a Service Description must be in writing and signed by authorized representatives of both parties.

8.8. RELATIONSHIP OF THE PARTIES. The parties are independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority

to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party. ServiceNow may at any time subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

8.9. GOVERNING LAW; VENUE; TIME FOR BRINGING ACTION. The Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the state of California, United States of America, if Customer is located in Canada, United States or Mexico, and the laws of England if Customer is located elsewhere. If Customer is located in Canada, United State or Mexico, the parties hereby irrevocably consent to the nonexclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Diego, California, or New York, New York, for the purposes of adjudicating any action or proceeding to enforce the terms of the Agreement. If Customer is located elsewhere, then any dispute arising under the Agreement shall be finally settled by binding arbitration in London, England. Such arbitration shall be conducted in English in accordance with the rules of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with such rules. The arbitrator shall allow such discovery as is appropriate in accomplishing a fair, speedy, and cost-effective resolution of the dispute, and shall be expressly empowered to issue appropriate injunctive relief. The award of arbitration shall be final and binding upon both parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any monetary award shall be payable in United States dollars. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. No cause of action arising hereunder or relating hereto may be brought more than one (1) year after it first accrues. The prevailing party in an action to enforce the Agreement shall be entitled to costs of bringing the claim and reasonable attorneys' and experts' fees and expenses. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

8.10. CONSTRUCTION. The Subscription Service and Professional Services shall be provided in the English language unless agreed otherwise. The parties confirm that they have requested that the Agreement and all related documents be drafted in English at the express wishes of the parties. Les parties ont exigé que le présent contrat et ServiceNow les documents connexes soient rédigés en anglais selon la volonté expresse des parties. Capitalized terms not defined herein shall have the meaning set forth or referenced in the Subscription Service Guide. Section headings are for convenience only and are not to be used in interpreting the Agreement.

SUBSCRIPTION SERVICE GUIDE

Capitalized terms not defined herein shall have the meaning set forth in the Express General Terms and Conditions or Subscription Service Agreement.

1. CUSTOMER OPERATION OF SUBSCRIPTION SERVICE

1.1. PASSWORDS AND USER NAMES. Customer shall: (a) protect the names and passwords of users of the Subscription Service and prevent and notify ServiceNow of unauthorized use of the Subscription Service; (b) appoint up to five (5) designated support contacts for purposes of contacting ServiceNow support regarding questions and/or technical issues ("***Authorized Customer Support Contacts***") and ensure that the Authorized Customer Support Contacts' information is current in the ServiceNow support portal; (c) be responsible for the lawfulness of, and results obtained from, all Customer Data submitted by users to the Subscription Service and each user's acts and omissions; and (d) use the Subscription Service only in accordance with the Documentation.

1.2. ACCESS CONTROL. ServiceNow provides the technical architecture that permits Customer to use and process Customer Data in the Subscription Service. This architecture includes an access control list engine. Customer shall be responsible for using the access control list engine for protecting all Personal Data. Customer shall ensure that access to and use of Subscription Service is restricted to only users authorized by Customer. Customer shall be responsible for ensuring all such users maintain the security of any passwords, usernames and other forms of authentication to the Subscription Service. A username and password must be uniquely assigned to a specific person and may not be shared by multiple persons at any one time or transferred. "***Personal Data***" means information identifying a natural person; an identifiable natural person is someone who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, financial, cultural or social identity.

2. SECURITY PROGRAM; EXCEPTIONS

ServiceNow shall maintain a security program ("***Security Program***") that includes industry standard practices designed to protect Customer Data from unauthorized access, use, disclosure, alteration, distribution and destruction. Notwithstanding anything to the contrary in this Agreement, the Security Program apply only to those systems, networks, network devices, facilities and components over which ServiceNow exercises control. The Security Program does not apply to: (i) information shared with ServiceNow that is not Customer Data; (ii) Customer Data in transit over the Internet, Customer's virtual private network (VPN), or another third party network; (iii) any Customer Data processed by Customer or its users in violation of this Agreement; or (iv) any part of the Subscription Service that is not hosted by ServiceNow.

3. UPGRADES

3.1. UPGRADES. "***Upgrades***" are ServiceNow's releases of the Subscription Service for repairs, enhancements or new features applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. ServiceNow has the discretion to provide new functionality either: (i) as an Upgrade, or (ii) as different software or service for a separate fee. ServiceNow determines whether and when to develop, release and apply any Upgrade to Customer's instances of the Subscription Service.

3.2. MAINTENANCE. ServiceNow shall use reasonable efforts to give Customer ten (10) days' notice of any service maintenance to the infrastructure network, hardware or software used by ServiceNow to operate and deliver the Subscription Service if ServiceNow, in its reasonable judgment, believes that such cloud infrastructure maintenance will impact Customer's use of its production instances of the Subscription Service. ServiceNow will use reasonable efforts to limit the Maintenance Time (as defined below) to no more than two (2) hours per month. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of service maintenance if necessary, in the reasonable judgment of ServiceNow, to maintain the availability, security, stability or performance of the Subscription Service.

4. SUPPORT

During the Subscription Term, ServiceNow shall use reasonable efforts to resolve Defects in the Subscription Service ("***Support***").

A "***Defect***" means a problem causing the Subscription Service to not conform to the Product Overview. Customer may request Support for a Defect at the online portal https://hi.service-now.com/ or any successor site.

A Defect will be assigned a priority level as follows:

- A Priority Level 1 Defect is any Defect that causes Customer's instance(s) of the Subscription Service to be not Available (as defined below).
- A Priority Level 2 Defect is any Defect that causes a mission critical function of the Subscription Service to fail.
- A Priority Level 3 Defect is any Defect that significantly impedes work or progress.
- A Priority Level 4 Defect is any Defect that does not significantly impede work or progress.

Upon notification by Customer of a Defect, ServiceNow shall, in all instances, target an initial response (the "***Initial Response***") within the timeframes set forth in the Support Table, as measured from the time that Customer notifies ServiceNow. The initial response from ServiceNow shall include, as applicable and without limitation: (i) ServiceNow's acknowledgment or notification to Customer of such Defect, and (ii) the classification of such Defect as a Priority Level 1, 2, 3 or 4.

SUPPORT TABLE

Priority Level	Target Initial Response
1	30 minutes; at all times
2	2 hours; at all times
3	Within 1 business day
4	Varies

Support does not include: implementation services; configuration services; integration services; customization services or other custom software development; support for modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction; training or "how-to"; assistance with administrative functions; professional services; corrections of immaterial Defects or Defects that have a viable workaround; or corrections that will degrade the Subscription Service.

5. SERVICE LEVEL OBJECTIVE

5.1. DEFINITIONS.

(a) "***Available***" means that the Subscription Service can be accessed by authorized users.

(b) "***Excused Downtime***": means (i) Maintenance Time of up to two (2) hours per month; and (ii) any time the Subscription Service is not Available due to circumstances beyond ServiceNow's control, including without limitation modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays not within ServiceNow's control, and network intrusions or denial-of-service or other criminal attacks.

(c) "***Maintenance Time***" means the time the Subscription Service is not Available due to service maintenance.

(d) "***Availability Service Level Objective***" means the percentage of total time during which Customer's production instances of the Subscription Service are Available during a calendar month, excluding Excused Downtime.

5.2. AVAILABLITY. ServiceNow shall use reasonable efforts to provide an Availability Service Level Objective of 99.8% over any calendar month. There is no service credit offered for a failure to meet this Availability Service Level Objective.

SCHEDULE A

TERMS AND CONDITIONS TO
VIRTRU PRO
SUBSCRIPTION AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "**Derivative Work**" shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that, in the absence of a license, would infringe the copyright in such preexisting work or that uses trade secrets or other proprietary information with respect to such preexisting work.

1.2 "**Materials**" shall mean the Virtru Pro software (including any object code, executable files, or browser plug-ins) or materials related thereto provided by Virtru to Customer hereunder, including, without limitation, any software downloaded from Virtru's website or from the Virtru Pro Services; any related materials and documentation therefor; and any modifications, error corrections, bug fixes, new releases, enhanced functionality (including platform integration features not generally available to non-commercial users of Virtru's software) or other updates thereto that may be provided hereunder by Virtru to Customer during the term of this Agreement.

1.3 "**Third Party Services**" shall mean any services used in connection with the Materials that are hosted by a party other than Virtru or Licensee.

1.4 "**Virtru Pro Services**" shall mean the Virtru hosted services made available by Virtru to Customer in connection with the Materials.

2. RIGHTS IN MATERIALS AND TO USE SERVICE

2.1 Grant of Rights. Subject to the terms and conditions of this Agreement, Virtru (a) hereby grants to Customer a restricted, non-exclusive, nontransferable, nonsublicensable, royalty-free (except as set forth in Section 2.3), revocable right to use, during the term of this Agreement and in accordance with the documentation provided by Virtru, the Materials (the **"License"**), and (b) Virtru will make the Virtru Pro Services available to Customer pursuant to this Agreement during the term of this Agreement. Except as set forth in this Section 2.1, no other right or license of any kind is granted by Virtru to Customer hereunder with respect to the Materials or the Virtru Pro Services. Customer acknowledges and agrees that, unless otherwise agreed in writing between the parties, Customer shall be solely responsible for procuring and complying with any license or right to use any Third Party Services, including those offered by Customer's email services provider.

2.2 Restrictions. Customer shall not, without the prior written consent of Virtru: (a) copy all or any portion of the Materials or Virtru Pro Services; (b) decompile, disassemble, scrape or otherwise reverse engineer the Materials, Virtru Pro Services or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Materials or used in the Virtru Pro Services or any portion thereof; (c) modify, translate or create any Derivative Works based upon the Materials or Virtru Pro Services; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Materials, in whole or in part, to any third party or export the Materials outside the United States; (e) remove or alter any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in copies of the Materials or the Virtru Pro Services; (f) perform, or release the results of, benchmark tests or other comparisons of the Materials or Virtru Pro Services with other programs or services; (g) transfer the Materials to any computer other than a computer owned by Customer and used by Customer in Customer's operations; (h) permit the Materials or Virtru Pro Services to be used for processing the data of any third party; (i) incorporate the Materials, Virtru Pro Services or any portion thereof into any other program, product or service, or use the Materials or Virtru Pro Services to provide similar services or functionality to third parties; (j) provide any third party with access to the Virtru Pro Services other than as expressly permitted herein or by the Terms of Service (as defined below); (k) use the Materials or Virtru Pro Services for any unlawful or tortious purpose; or (l) use the Materials or Virtru Pro Services for any purpose other than in accordance with the terms and conditions of this Agreement or Virtru's then-current terms of service (available at https://www.virtru.com/terms-of-service) (the "**Terms of Service**"). Customer shall ensure that all Customer end users of the Virtru Pro Service and Materials comply with

the terms and conditions of this Agreement. Customer shall be responsible for compliance with this Agreement by each Customer end user and it shall monitor and manage all Customer users in connection with this Agreement.

2.3 Fees; Payment. In consideration of the Virtru's provision of the Virtru Pro Services and Materials, Customer shall make payments to Virtru in accordance with the terms set forth on the cover page of this Agreement. Sales and use tax, VAT, or GST are Customer's sole responsibility, and Customer acknowledges and agrees that all fees are exclusive of all such taxes.

2.4 Seats; Reporting. Customer shall initially be permitted to use the Materials and Virtru Pro Services with respect to the number of seats set forth on the cover page of this Agreement (the "**Baseline Seat Count**"). Each seat shall be used by one Customer user. During the term of this Agreement, Customer will report to Virtru the total number of users of the Materials and Virtru Pro Services on an annual basis. Such report will be submitted to sales@virtru.com and shall be due thirty (30) days prior to each anniversary of the date of this Agreement (each, a "**Reporting Date**") based on the actual number of users as of the date thirty (30) days prior to such Reporting Date (each, a "**Seat Count Date**"). If the actual number of Customer users as of any Seat Count Date is higher than the Baseline Seat Count, Customer will pay the "Subscription Fee per Seat" set forth on the cover page of this Agreement (the "**Subscription Fee**") for each such additional user for any Renewal Term.

2.5 Adjustment Events. In addition to the annual reporting required under Section 2.4 above, Customer shall report to Virtru any increase of ten percent (10%) or more in the aggregate number of Customer users in excess of the Baseline Seat Count that occurs between Reporting Dates (an "**Adjustment Event**") and agrees to pay Virtru, within thirty (30) days following any such Adjustment Event, a prorated Subscription Fee for each such additional user for the remaining portion of the applicable term and for any Renewal Term.

2.6 Seat Count Audit. At any time during the term of this Agreement, Virtru shall have the right to audit Customer's usage of the Virtru Pro Services and Materials (a "**Seat Count Audit**"). If the actual number of Customer users as of the date of any Seat Count Audit is higher than the Baseline Seat Count, Customer will pay the "Subscription Fee per Seat" set forth on the cover page of this Agreement for the remaining portion of the applicable term and for any Renewal Term.

3. SUPPORT

Virtru will provide support to Customer and its end users through Virtru's generally available online ticketing and support system. Except as expressly provided in Schedule B, which is incorporated herein by reference, in this Section 3 or as may otherwise be provided under a written support agreement entered into by Virtru and Customer, Virtru is under no obligation to support the Materials or Virtru Pro Services in any way, nor to provide any modification, error correction, bug fix, new release or other update (each an "**Update**") to or for the Materials or Virtru Pro Service. In the event Virtru, in its sole discretion, supplies or makes available any Update to Customer, such Update shall be deemed to be part of the Materials or Virtru Pro Services (as applicable) hereunder and shall be subject to the terms and conditions of this Agreement.

4. PROPRIETARY RIGHTS

4.1 General. As between Virtru and Customer, Virtru retains all right, title and interest, including, without limitation, all patent rights, copyrights, trademarks and trade secrets, in and to the Materials, Virtru Pro Services and any portion thereof, including, without limitation, any copy or Derivative Work of the Materials, Virtru Pro Services or any portion thereof and any Update thereto. Customer agrees to take any action reasonably requested by Virtru to evidence, maintain, enforce or defend the foregoing. Customer shall not take any action to jeopardize, limit or interfere in any manner with Virtru's ownership of and rights with respect to the Materials, Virtru Pro Services or any Derivative Work or Update. Customer shall have only those rights in or to the Materials, Virtru Pro Services and any Derivative Work or Update granted to it pursuant to this Agreement.

4.2 Feedback. Customer and its authorized users may provide suggestions, requests, recommendations and other feedback concerning Customer's use of the Materials and Virtru Pro Services (including, without limitation, any errors or difficulties discovered with respect thereto) (the "**Feedback**"). Customer agrees that all Feedback shall be the sole

property of Virtru and Virtru may use such Feedback at its discretion without the consent of Customer.

5. PROPRIETARY INFORMATION

5.1 Proprietary Information. Both parties acknowledge that, in the course of this Agreement each may obtain confidential or proprietary information of the other party ("**Proprietary Information**"). "Proprietary Information" will include, without limitation, (a) the existence of and terms of this Agreement, (b) trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs (whether in source code or object code form), ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, documentation, design and functional specifications, product requirements, problem reports, performance information, software documents, hardware, devices, designs, drawings, unpublished patent applications, data, plans, strategies and forecasts, and (c) technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other information. Virtru's "Proprietary Information" will include, without limitation, the Materials (including all Derivative Works and Updates) and all confidential information related thereto provided by Virtru to Customer in connection with this Agreement. Virtru's Proprietary Information shall, as between Customer and Virtru, belong solely to Virtru, and Customer's Proprietary Information shall, as between Customer and Virtru, belong solely to Customer.

5.2 Use and Disclosure Restrictions. Each party agrees (a) to protect the other party's Proprietary Information from unauthorized dissemination and use; (b) to use the other party's Proprietary Information only for the performance of this Agreement and the exercise of any rights under this Agreement; (c) not to disclose any Proprietary Information, or any part or parts thereof, to any of its employees, agents, contractors or any other individuals except to its employees who are under confidentiality obligations no less restrictive than the requirements of this Section 5; (d) with respect to Customer, not to disclose or otherwise provide to any third party, without the prior written consent of Virtru or as otherwise set forth in a separate written agreement between the parties hereto entered into after the date hereof, as applicable, any of Virtru's Proprietary Information, materials or any data or other information produced, obtained or created by Customer in connection with Customer's use of the Materials, including, without limitation, the existence of this Agreement and the existence and possible applications of the Materials; (e) to undertake whatever action is necessary (or authorize the other party to do so in the name of such party) to prevent or remedy any breach of such party's confidentiality obligations herein set forth or any other unauthorized disclosure of any Proprietary Information by its current or former employees, agents or contractors; and (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Proprietary Information provided to such party by the other party.

5.3 Exclusions. The foregoing restrictions on disclosure and use shall not apply with respect to any Proprietary Information that: (a) is or becomes publicly known through no act or omission of the other party; (b) was rightfully known by the receiving party without confidential or proprietary restriction before receipt from the other party, as evidenced by the receiving party's contemporaneous written records; (c) becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party that does not owe a duty of confidentiality with respect to such Proprietary Information; or (d) is independently developed without the use of the Proprietary Information as evidenced by the receiving party's written records. In addition, a party may use or disclose Proprietary Information to the extent (i) approved in writing by the other party and (ii) a party is legally compelled to disclose such Proprietary Information, provided, however, that prior to any such compelled disclosure, such party shall cooperate fully with the other party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Proprietary Information. Further, each party may disclose the terms and conditions of this Agreement: (A) in confidence, to legal counsel; (B) in confidence, to accountants, banks, and financing sources and their advisors; and (C) in connection with the enforcement of this Agreement or any rights hereunder.

5.4 Equitable Relief. Each party agrees that, due to the unique nature of the other party's Proprietary Information, the unauthorized disclosure or use of the other party's Proprietary Information or any other breach of any provision of this Section 5 will cause irreparable harm and significant injury to the other party, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, each party agrees that the other party, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 6 without the necessity of posting any bond or other security. Each party shall notify the other party in writing immediately upon becoming aware of any such breach or threatened breach.

6. NO WARRANTY

THE MATERIALS AND VIRTRU PRO SERVICES ARE PROVIDED "AS IS" AND VIRTRU DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, RELATING TO THE MATERIALS AND VIRTRU PRO SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. VIRTRU DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION INCLUDED IN, TRANSMITTED THROUGH OR MADE AVAILABLE BY THE MATERIALS OR VIRTRU PRO SERVICES, WHICH MAY INCLUDE INACCURACIES OR ERRORS. VIRTRU DOES NOT GUARANTEE THAT THE MATERIALS OR VIRTRU PRO SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT BUGS OR MALFUNCTIONS WILL BE CORRECTED OR THAT THE MATERIALS, VIRTRU PRO SERVICES OR VIRTRU'S SERVERS ARE FREE OF HARMFUL COMPONENTS. VIRTRU DOES NOT GUARANTEE THAT THE MATERIALS OR VIRTRU PRO SERVICES ARE ACCURATE, WITHOUT ERROR OR RELIABLE.

7. VIRTRU'S ENTIRE LIABILITY

TO THE EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (a) IN NO EVENT SHALL VIRTRU OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INADVERTENT DISCLOSURE OF DATA, OR INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, EVEN IF VIRTRU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED, AND (b) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, VIRTRU'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), IF ANY, SHALL NOT EXCEED ONE THOUSAND DOLLARS (US$1,000).

8. INDEMNIFICATION

Customer shall defend, indemnify and hold Virtru harmless against any loss, liability, damage or cost (including reasonable attorneys' fees) in connection with claims, actions, demands, suits, or proceedings made or brought against Virtru by a third party alleging (a) that any modification or addition to the Materials or Virtru Pro Services made by or for Customer (other than by Virtru) infringes a copyright, mask work right, trade secret, trademark right or patent of the third party; (b) in combination with any other product or service not provided, specified or recommended in writing by Virtru for use with the Materials or Virtru Pro Services; or (b) with respect to the development, manufacture, marketing, sales, distribution or use of any of the Materials or Virtru Pro Services, including, without limitation, a product liability claim or a claim for breach of any warranty or support obligations. In connection with a claim under this Section 9, Virtru shall: (i) provide Customer with prompt notice of the claim; (ii) permit Customer to control the defense and any settlement of the claim (provided that Customer may not settle any claim unless such settlement unconditionally releases Virtru of all liability in connection with such claim); and (iii) provide cooperation as reasonably requested by Customer (at Customer's expense).

9. TERM AND TERMINATION

9.1 Term. This Agreement shall commence on the Effective Date and, unless sooner terminated pursuant to the terms hereof, shall continue in full force and effect for one (1) year (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each a "**Renewal Term**"), unless either party provides the other party with written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term. The automatic renewal of this Agreement will be for the Baseline Seat Count, as adjusted pursuant to Sections 2.4, 2.5 and/or 2.6, on the same payment terms as set forth on the cover page of this Agreement.

9.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party fails to perform any of its duties or obligations hereunder and, except with respect to Customer's breach of Section 2.1 or 2.2, which breach shall not be subject to any cure period, fails to cure such default within thirty (30) days following receipt of written notice from the non-defaulting party specifying the occurrence or existence of the default. Customer shall notify Virtru within twenty-four (24) hours of Customer becoming aware of any breach (other than by Virtru) of the terms and conditions of this Agreement, including, without limitation, Sections 2 and 5.

9.3 Effect of Termination. Upon the expiration or termination of this Agreement, the rights granted to Customer hereunder shall terminate, Customer will cease all use of the Materials, return to Virtru or destroy the Materials in its possession, and, upon Virtru's request, so certify such actions to Virtru. Any costs

incurred in returning or destroying the Materials upon termination shall be borne by Customer. The provisions of Sections 2.2, 4.2, 5, 6, 7, 8, 9.3, and 10 shall survive the expiration or any termination of this Agreement. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

10. GENERAL PROVISIONS

10.1 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address set forth on the cover page of this Agreement and to the notice of the person executing this Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 10.1).

10.2 Assignment. This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law or otherwise, by Customer without the prior written consent of Virtru. Subject to the preceding sentence, the rights and liabilities of the parties hereto shall bind, and inure to the benefit of, their respective assignees and successors and is binding on the parties and their successors and assigns. Any attempted assignment other than in accordance with this Section 10.2 shall be null and void.

10.3 Governing Law, Jurisdiction and Venue. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia (but expressly excluding the Uniform Computer Information Transactions Act ("**UCITA**") as enacted in Virginia) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia (excluding UCITA) to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Eastern District of Virginia or in state courts with jurisdiction over Fairfax County**,** Virginia, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

10.4 Attorneys' Fees. If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a dismissal without prejudice, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and actual attorneys' fees paid or incurred in good faith.

10.5 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

10.6 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.7 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times shall continue to be, that of independent contractors.

10.8 Restricted Rights. If Customer is an agency or instrumentality of the United States Government, the Materials are "commercial computer software" and "commercial computer software documentation," and, pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use reproduction and disclosure of the Materials are governed by the terms of this Agreement.

10.9 Reference. Customer agrees to serve as a "reference customer" that may be disclosed by Virtru to third parties (including by displaying Customer's name, logo and/or a link to Customer's web site on Virtru's web site) and, upon reasonable notice from Virtru, shall serve as a reference to potential customers, vendors, investors, or other third parties designated by Virtru; provided, however, that Virtru shall provide Customer with reasonable prior notice of its need to have Customer serve as a reference.

10.10 Entire Agreement. This Agreement, any Schedules and any Exhibits attached hereto and incorporated herein by reference, and the Terms of Service constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of each of Virtru and Customer.

10.11 Counterparts and Electronic Signatures. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered electronically or by facsimile transmission, and the parties hereby agree that any electronic or facsimile signatures hereto are legal, valid and enforceable as originals.

SCHEDULE B

MAINTENANCE AND SUPPORT SERVICES SCHEDULE

1. DEFINITIONS

For purposes of this Schedule, the following term shall have the following meaning:

(a) "**Support Services**" means the delivery of front-end support to Customer's end users by telephone, email or other methods and the training of Customer's end users, in each case relating to the use of the Materials and Virtru Pro Services.

2. SUPPORT SERVICES.

Virtru will be responsible for providing Customer's end users with Support Services. Virtru will not be required to provide the Support Services if Customer has failed to pay any amount payable to Virtru under this Agreement and such amount is more than thirty (30) days overdue.

3. UPDATES.

Virtru will provide Customer with one copy of each Update made generally available by Virtru to its customers that pay for customer support and maintenance during the term of this Agreement.

4. SUPPORT HOURS.

Virtru will provide the Support Services during Virtru's normal business hours, Monday to Friday, except holidays. Virtru will respond to Customer support inquiries or requests within one business day.

vCloud Air (U.S. and Japan Data Centers)

TERMS OF SERVICE

Last updated: November 5, 2014

VMware vCloud Air is an infrastructure as a service offering. By accessing any service offered through VMware vCloud Air (the " **Service Offering**") you agree to be bound by these terms of service between you and VMware (" **Agreement**"). If you do not agree to this Agreement, you must not access the Service Offering. An individual accepting this Agreement on behalf of an organization represents and warrants having legal authority to bind that organization. " **You**" means the entity accepting this Agreement. " **VMware**," " **we**," or " **us**" means VMware, Inc., a Delaware corporation, to the extent that you are purchasing the Service Offering in the United States, VMware vCloud Service G.K., a company organized and existing under the laws of Japan, to the extent that you are purchasing the Service Offering in Japan, and VMware International Limited, a company organized and existing under the laws of Ireland, to the extent that you are purchasing the Service Offering elsewhere. Capitalized terms used in this Agreement are defined throughout this Agreement and in Section 14.

EVALUATION PROGRAM USE. When you access the Service Offering under a VMware evaluation program, you may use the Service Offering only for non-production computing activity. Notwithstanding any other provision in this Agreement, under a VMware evaluation program, we provide the Service Offering "AS-IS" without indemnification, support or warranty of any kind, expressed or implied, and we will not be liable for any damages. Upon termination of the evaluation, you will no longer have access to the Service Offering and Your Content.

1. The Service Offering.

1.1 Generally. This Agreement governs your access and use of the Service Offering. We may deliver the Service Offering to you with the assistance of our affiliates, licensors and providers. Service Level Agreements may apply to the Service Offering. You will comply with all laws, rules and regulations applicable to your use of the Service Offering, and with the Third Party Terms, the Service Description, the Privacy Addendum, and the Support Policy, all of which are incorporated herein by reference.

1.2 Access to the Service Offering. You may access and use the Service Offering solely for your own benefit and only in accordance with this Agreement. To access the Service Offering, you must register for the Service Offering and set up an authorized account with Login Credentials. You may monitor and manage your Service Offering account via the My VMware Portal available at www.vmware.com/accounts and through the Service Offering Portal available at http://vcloud.vmware.com. You must keep confidential your Login Credentials. If you set up an authorized account for an organization, you will require that all authorized users of that account (including anyone providing services to you) keep confidential their Login Credentials. You will keep your registration information accurate, complete and current as long as you use the Service Offering. You are responsible for any use that occurs under your Login Credentials, including any activities by you, or your employees, contractors or agents. If you believe an unauthorized user has gained access to your Login Credentials, you will notify us as soon as possible. Neither we nor our affiliates are responsible for any unauthorized access to or use of your account.

1.3 Verifying; Cooperation. We have the right to verify your compliance with this Agreement. If we

seek to verify that compliance, you will provide information or other materials reasonably requested by us to assist the verification. We monitor the overall performance and stability of the infrastructure of the Service Offering. You may not block or interfere with that monitoring. If we reasonably believe a problem with the Service Offering may be attributable to Your Content or your use of the Service Offering, you will cooperate with us to identify and resolve the source of that problem.

1.4 Additional Terms; Third Party Content. As part of your use of the Service Offering, you may receive access to additional data, content, software or applications subject to separate terms. If so, those separate terms will prevail over this Agreement as to your use of that data, content, software or applications. Third Party Content is available "AS IS" without indemnification or support, and we disclaim all express and implied warranties (including warranties of merchantability, fitness for a particular purpose, and non-infringement). You are responsible for reviewing, accepting, and complying with any third party terms of use or other restrictions applicable to the Third Party Content. Those terms will be available to you through a notification within the Service Offering or in a document available at https://www.vmware.com/files/pdf/support/vmware-vcloud-air-third-party-terms.pdf. It is your responsibility to check the Third Party Terms, which may be modified from time to time. We may provide billing and related services associated with the Third Party Content. We will not provide any support for the Third Party Content unless otherwise noted in the Third Party Terms. We reserve the right to suspend or terminate the Third Party Content at any time, but we will use commercially reasonable efforts to provide reasonable notice of that suspension or termination.

1.5 Early Evaluation/Beta Features. We may identify and make available on an early evaluation or beta basis certain features or functionality within the Service Offering. You must use these features or functionality only for evaluation purposes and for the period that we specify. We provide these features and functions "AS-IS," without indemnification or support and disclaim all express and implied warranties (including warranties of merchantability, fitness for a particular purpose, and non-infringement). Any early evaluation or beta features or functionality do not constitute an implied commitment to offer to you or anyone these features and functionality as part of the Service Offering on a generally available basis.

1.6 Open Source Software. You may receive open source software when you use the Service Offering and any open source software distributed to you is made available under the applicable open source license, which can be found at: http://www.vmware.com/download/open_source.html. You may obtain a copy of these licenses and any source code (and modifications) that we are required to make available under these licenses (the " **Source Files**") at http://www.vmware.com/download/open_source.html or by sending a written request, with your name and address to: VMware, Inc., 3401 Hillview Avenue, Palo Alto, CA 94304, United States of America. All written requests must clearly specify: Open Source Files Request, Attention: General Counsel. This offer to obtain a copy of the Source Files is valid for three years from the date you last received open source software as part of the Service Offering or last accessed the Service Offering.

2. Data Protection and Security.

2.1 Data Protection. We will process personal data contained in Your Content as set forth in the Privacy Addendum.

2.2 Your Content and Security. You are solely responsible for Your Content. You are responsible for protecting the security of Your Content, including any access you might provide to Your Content by your employees, customers or other third parties, and in transit to and from the Service Offering. The Service Offering provides you with certain software and functionality to help you protect Your Content from unauthorized access. You will take and maintain appropriate security, protection and backup of Your Content, which might include the use of encryption technology to protect Your Content from unauthorized access. You are responsible for providing any necessary notices to your

users and obtaining any legally-required consents from your users concerning their use of the Service Offering. You are solely responsible for complying with any laws or regulations that might apply to Your Content. You are responsible for any losses or other consequences arising from your failure to encrypt or back up Your Content.

3. Acceptable Use.

3.1 General Restrictions. You and those accessing the Service Offering through you may not: (a) resell or sublicense the Service Offering; or (b) use or access the Service Offering: (i) in a way prohibited by law, regulation, governmental order or decree; (ii) to violate any rights of others; (iii) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Service Offering or any other service, device, data, account or network; (iv) to spam or distribute malware; (v) in a way that could harm the Service Offering or impair anyone else's use of it; (vi) in a way intended to work around the Service Offering's technical limitations, recurring fees or usage limits; or (vii) in any application or situation where failure of the Service Offering could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage. You must ensure that your users comply with the terms of this Agreement, and you agree that if you become aware of any violation by one of your users, you will terminate that user's access to Your Content immediately. If we have reason to believe that you or your users have breached this Agreement, we or our designated representative may review your use of the Service Offering, including your account, Your Content, and your records, to verify your compliance with this Agreement.

3.2 Content Restrictions. You will take steps to ensure that those accessing any service you provide with the Service Offering do not post content that: (a) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to anyone; (b) may create a risk of any other loss or damage to any person or property; (c) may constitute or contribute to a crime or tort; (d) contains any information or content that is illegal, unlawful, harmful, abusive, pornographic, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; or (e) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships. You are solely responsible for any software, product or service that a third party licenses, sells or makes available to you that you install or use with the Service Offering. Your use of that software, product or service is governed by separate terms between you and that third party. We are not a party to and are not bound by any of those separate terms. You represent and warrant that Your Content does not and will not violate any third-party rights, including any Intellectual Property Rights, and rights of publicity and privacy. You will ensure that your use of the Service Offering complies at all times with your privacy policies and all applicable laws and regulations, including any encryption requirements.

3.3 Violations of Acceptable Use. If you become aware that any of Your Content or your user's use of Your Content violates Section 3.1 or 3.2, you will take immediate action to remove the applicable part of Your Content or suspend the end user's access. If you fail to do so, we may ask you to do so. If you fail to comply with our request within twenty-four hours, we may suspend your account or disable access to Your Content until you comply with our request.

3.4 Notification of Infringement Concerns. If you believe that your copyrighted work has been copied and is accessible on our Service Offering in a way that constitutes copyright infringement, please send a notice to us as further detailed in Section 8 of the Community Terms of Use available at http://www.vmware.com/community_terms.html.

4. IP Ownership.

4.1 Ownership of Service Offering. We and our licensors own and retain all right, title and interest in and to the Service Offering and any related VMware Software, including all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein. This includes any information that we collect and analyze in connection with the Service Offering, such as usage patterns, user feedback and other information to improve and evolve our software products and services offerings. Your rights to use the Service Offering are limited to those expressly granted in this Agreement. No other rights with respect to the Service Offering, any related VMware Software, or any related Intellectual Property Rights are implied.

4.2 Ownership of Your Content. You and your authorized users retain all right, title and interest in and to Your Content and all Intellectual Property Rights therein. Our rights to access and use Your Content are limited to those expressly granted in this Agreement. No other rights with respect to Your Content or any related Intellectual Property Rights are implied.

4.3. Feedback. We will be free to use for any purpose any feedback (such as comments or suggestions) that you provide to us regarding the Service Offering. You hereby grant to us a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, perform, display, disclose, distribute, modify, prepare derivative works of and otherwise exploit the feedback without restriction in any manner now known or in the future conceived and to make, use, sell, offer to sell, import and export any product or service that incorporates the feedback.

5. Order, Delivery, Payment, and Taxes.

5.1 Generally. Sections 5.3 (Direct Orders), 5.4 (Delivery), 5.5 (Invoicing and Payment Terms) and 5.6 (Taxes) apply only to orders you place directly with, and the Service Offering you purchase directly from, VMware. When ordering through, or purchasing the Service Offering from, a VMware authorized reseller, the authorized reseller might specify similar terms.

5.2 Orders. All Orders issued to VMware are subject to the terms of this Agreement and are not binding until accepted by VMware. We are not required to provide any Service Offering to you until you provide all information we require for processing your Order.

5.3 Direct Orders. For orders placed directly with VMware, you must issue a purchase order to VMware for the initial Service Offering order, but a purchase order is not required for the monthly billings that occur after the initial Order billing. For subsequent billings, all fees (including subscription renewals, metered usage components, and other add-ons) will be paid in accordance with this Agreement. Your Order will be deemed accepted when we authorize the purchased Service Offering for your Login Credentials.

5.4 Delivery. When VMware accepts your Order for the Service Offering, we will deliver the corresponding Login Credentials to you by email to the address associated with your account. If VMware ships a physical object in connection with an add-on feature of the Service Offering, shipping and delivery terms are Ex Works VMware's regional fulfillment facility (INCOTERMS 2010).

5.5 Invoicing and Payment Terms. You will pay all fees for use of the Service Offering in the amount and currency specified in your invoice, within 30 days after the date of the invoice, and regardless of your usage level during a billing period. You will also be responsible for all additional fees for any subscription renewals and metered usage components consumed, and other subscriptions, features, products, services or add-ons that you purchase within the Service Offering. You will be billed in advance for the monthly or prepaid charges due to the subscription services purchased. Any metered usage components and any initial monthly fees will be billed in arrears. The applicable fees for subscriptions (including renewals), features and other available products and

services will be governed by the then-current applicable price list at the time the initial, renewal, or add-on order is submitted, or as otherwise agreed. We may increase or add new fees for the Service Offering by notifying you at least 30 days in advance.

5.6 Taxes. Service Offering fees are exclusive of taxes, and you shall pay or reimburse for all taxes arising out of transactions contemplated by this Agreement. If you are required to pay or withhold any tax for payments due under this Agreement, you shall gross your payments to us so we receive sums due in full and free of any deductions. You will provide documentation to us showing that taxes have been paid to the relevant taxing authority. " **Taxes**" means any sales, VAT, use, gross receipts, business and occupation, and other taxes (other than taxes on our income), export and import fees, customs duties and similar charges imposed by any government or other authority. You hereby confirm that we can rely on the name and address you provide to us when you agree to the Service Offering or in connection with your payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where you have established your business.

6. Temporary Suspension.

6.1 Generally. Upon prior written notice to you, we may suspend your use of the Service Offering if we reasonably determine: (a) payment for the Service Offering is not received within 30 days from the date on which payment is due; (b) you or your use of the Service Offering is in breach of this Agreement; (c) you fail to address our request to take action as specified in Section 3.3; (d) your use of the Service Offering poses a security risk to the Service Offering or other users of the Service Offering; or (e) suspension is required pursuant to our receipt of a subpoena, court order, or other request by a law enforcement agency.

6.2 Effect of Suspension. You will remain responsible for all fees incurred before or during the suspension. You will not be entitled to any service credits under the Service Level Agreement that you might have otherwise accrued during the period of suspension.

7. Term and Termination.

7.1 Term of Agreement. This Agreement will be in effect through the Subscription Term, plus any renewals, unless terminated earlier as permitted under this Agreement or the Service Description. Upon the completion of the Subscription Term, the subscription will automatically renew as specified in the Service Description, unless terminated as permitted under the Service Description.

7.2 Termination for Cause. We may terminate this Agreement effective immediately upon sending you an email notice if: (a) you breach any provision in Sections 3.1 or 3.2; (b) you do not resolve the underlying cause resulting in a suspension of your account pursuant to Section 6.1 (other than suspension due to a subpoena, court order, or other request by a law enforcement agency) within 10 days after your account is suspended; or (c) you commit a material breach that cannot be cured.

7.3 Termination for Insolvency. We may terminate this Agreement effective immediately upon sending you an email notice if you: (a) terminate or suspend your business; (b) become insolvent, admit in writing your inability to pay your debts as they mature, make an assignment for the benefit of creditors; or (c) become subject to control of a trustee, receiver or similar authority or any bankruptcy or insolvency proceeding.

7.4 Effect of Termination. Upon the termination of this Agreement for any reason: (a) all rights granted to you under this Agreement, including your ability to access the Service Offering, will immediately terminate; and (b) you must promptly discontinue all use of the Service Offering and delete or destroy any of our Confidential Information. We will retain Your Content for a period of 30

days following the effective date of the termination, although you will cease to have access to the Service Offering or Your Content during this period. After the 30 days, Your Content will be deleted. Sections 1.6 (Open Source Software), 3 (Acceptable Use) 4 (IP Ownership), 5 (Order, Delivery, Payment and Taxes), 7 (Term and Termination), 9 (Disclaimer), 11 (Limitation of Liability), 12 (Confidential Information), 13 (General), and 14 (Definitions), will survive the termination of this Agreement. Termination of the Service Offering (except to the extent that the termination is permitted under Section 13.3 of this Agreement or Section 3.6 of the Service Description) will not entitle you to any refunds, credits, or exchanges, and you will be liable for all monthly billing fees for the remainder of the Subscription Term after termination, as well as all usage and other fees incurred up to the termination date.

8. Support and Subscription Services. When applicable, and subject to the terms of this Agreement, we will provide to you support for the Service Offering in accordance with the terms specified in the Support Policy. We will not provide support to any end users of Your Content.

9. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE REGARDING OR RELATING TO THE SERVICE OFFERING OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO YOU UNDER THIS AGREEMENT. WE AND OUR LICENSORS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE SERVICE OFFERING WILL BE UNINTERRUPTED OR FREE FROM DEFECTS, OR THAT THE SERVICE OFFERING WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

10. Indemnification.

10.1 Indemnification by Customer. You will defend and indemnify us against any third party claim arising from or relating to: (a) Your Content; (b) any infringement or misappropriation of any Intellectual Property Rights by you, your customers, your end users or your suppliers; (c) violation of law by you; (d) your use of the Service Offering (including any activities under your account and any use by your employees, personnel or end users) in violation of this Agreement, or (e) your use of any Third Party Content. We will (a) provide you with notice of the claim within a reasonable period of time after learning of the claim; and (b) reasonably cooperate in response to your requests for assistance. You may not settle or compromise any indemnified claim without our prior written consent.

10.2 Defense and Indemnification. Subject to the remainder of this Section 10, we will defend you against an Infringement Claim and indemnify you from the resulting costs and damages finally awarded against you to that third party by a court of competent jurisdiction or agreed to in settlement. You will (a) provide us with notice of any Infringement Claim within a reasonable period of time after learning of it; (b) allow us sole control over the claim's defense and settlement; and (c) reasonably cooperate in response to our requests for assistance. You may not settle or compromise any Infringement Claim without our prior written consent.

10.3 Remedies. If the Service Offering becomes, or in our opinion is likely to become, the subject of an Infringement Claim, we will at our option and expense either: (a) procure the rights necessary for you to keep using the Service Offering; (b) modify or replace the Service Offering to make it non-infringing; or (c) terminate this Agreement and refund any pre-paid fees for the Service Offering pro-rated for its remaining Subscription Term.

10.4 Exclusions. We will have no obligation under this Section 10 or otherwise with respect to any

claim based on: (a) a combination of VMware Software with non-VMware products or content, including Your Content; (b) use of the Service Offering for a purpose or in a manner not specified in this Agreement or the Service Description; (c) any modification to the Service Offering made without our express written approval; or (d) any Service Offering provided on a no charge basis. This Section 10 states your exclusive remedy for any infringement actions or claims.

11. Limitation of Liability.

11.1 Generally. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICE OFFERING, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. IN ADDITION, OUR AND OUR LICENSORS' AND SERVICE PROVIDERS' LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE GREATER OF: (A) THE AGGREGATE FEES PAID OR PAYABLE TO US FOR YOUR ACCESS TO AND USE OF THE SERVICE OFFERING IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO YOUR CLAIM, OR (B) $5,000 USD (OR THE EQUIVALENT IN LOCAL CURRENCY). REGARDLESS OF WHETHER WE OR OUR LICENSORS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY IN THIS SECTION 11.1 WILL NOT APPLY TO (A) VMWARE'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR (B) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY APPLICABLE LAW.

11.2 Further Limitations. Our licensors and service providers will have no liability of any kind under this Agreement. You may not bring a claim under this Agreement more than eighteen (18) months after the cause of action arises.

12. Confidential Information.

12.1 Protection. A party may use Confidential Information of the other party solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted under this Agreement. Each party will disclose the Confidential Information of the other party only to the employees, service providers or contractors of the recipient party who have a need to know the Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than each party's duty hereunder. Each party will use reasonable care to protect the confidentiality of the other party's Confidential Information.

12.2 Exceptions. The recipient's obligations under Section 12.1 with respect to any Confidential Information will terminate if the recipient can show by written records that the information: (a) was already known to the recipient at the time of disclosure by the other party; (b) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (c) is, or through no fault of the recipient has become, generally available to the public; or (d) was independently developed by the recipient without access to, or use of, discloser's Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law or regulation. The recipient will provide the other party notice, when practicable, and will take reasonable steps to contest and limit the scope of any required disclosure.

13. General.

13.1 Assignment. You may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. Any attempted assignment or transfer without that consent will be void. Subject to these limits, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

13.2 Notices. Any notice delivered by us to you under this Agreement will be delivered by email to the email address associated with your account or by posting on either the Service Offering Portal or the My VMware Portal, except as otherwise set forth in this Agreement. Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America, Attention: Legal Department.

13.3 Modifications. We may change periodically the Service Offering, the terms of your access to the Service Offering, this Agreement, the Service Description, the Privacy Addendum, the Third Party Terms, the Service Level Agreement, or the Support Policy. It is your responsibility to regularly check the Service Offering console and the My VMware portal for updates. We will notify you of any material, detrimental change to this Agreement, the Service Description, the Privacy Addendum, the Service Level Agreement, or the Support Policy. The modified Agreement, Service Description, Privacy Addendum, Service Level Agreement, or Support Policy, as applicable, will become effective as of the date stated in that notification. If we make a material, detrimental change to the Service Offering (other than the termination or modification of any beta feature or functionality), this Agreement, the Service Description, the Privacy Addendum, the Service Level Agreement, or the Support Policy, then you may terminate this Agreement within 30 days of the change to the Service Offering or within 30 days of the notification. In that event, the termination will be effective as of the date we receive your notification, unless you state an effective date in your notification that is within 45 days after we receive your notification. In the event of that termination, we will refund any prepaid fees, pro-rated for the remainder of your Subscription Term, and less any discounts that would then not be earned. Your continued use of the Service Offering after the effective date of any modification to the Agreement, the Service Description, the Privacy Addendum, the Third Party Terms, the Service Level Agreement, or the Support Policy will be deemed acceptance of the modified terms, as applicable.

13.4 Waiver. The waiver of a breach of any provision of this Agreement will not constitute a waiver of any other provision or any later breach.

13.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in force.

13.6 Compliance with Laws; Export Control. Each party will comply with all laws applicable to the actions contemplated by this Agreement. You acknowledge that the Service Offering is of United States origin, is provided subject to the U.S. Export Administration Regulations (including "deemed export" and "deemed re-export" regulations), and may be subject to the export control laws of the applicable territory. You represent and warrant that (a) you are not, and are not acting on behalf of, (1) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; (b) you will not permit the Service Offering to be used for any purposes prohibited by law, including any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons; (c) Your Content will not be classified or listed on the United States Munitions list, contain defense articles, defense services or contain ITAR-related data; (d) Your Content will not require an export license and is not restricted from export to any VMware global resource or personnel under applicable export control laws; and (e) you are not subject, either directly or indirectly, to any order

issued by any agency of the United States government, revoking or denying, in whole or in part, your United States export privileges. You will notify VMware immediately if you become subject to any such order.

13.7 Government Regulations. For purposes of sales to government entities in the U.S.: The Service Offering and its documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFARS Section 227.7202 and FAR Paragraph 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Service Offering and documentation by or on behalf of the U.S. Government will be governed solely by the terms and conditions of this Agreement.

13.8 Force Majeure. We will not be liable for any delay or failure to perform any obligations under this Agreement due to any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war.

13.9 Construction. The headings of sections of this Agreement are for convenience and are not for use in interpreting this Agreement. As used in this Agreement, the word 'including' means "including but not limited to."

13.10 Governing Law. This Agreement is governed by the laws of the State of California, United States of America (excluding its conflict of law rules), except as follows: To the extent that you choose a Japan data center Service Offering, then this Agreement is governed by the laws of Japan (excluding its conflict of law rules). The United Nations Convention for the International Sale of Goods does not apply.

13.11 Third Party Rights. Other than as expressly set out in this Agreement, this Agreement does not create any rights for any person who is not a party to it, and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

13.12 Order of Precedence. The terms of this Agreement will supersede and control over any conflicting or additional terms and conditions of any other purchasing related document issued by you.

13.13 Entire Agreement. This Agreement, as may be revised by us, is the entire agreement of the parties regarding its subject matter. This Agreement supersedes all prior or contemporaneous communications, understandings and agreements, whether written or oral, between the parties regarding its subject matter.

14. Definitions.

14.1 "Confidential Information" means non-public technical, business or other information or materials disclosed or otherwise made available by one party that are in tangible form and labeled "confidential" or the like, or, information which is provided under circumstances reasonably indicating their confidentiality. Our Confidential Information includes: (1) Login Credentials; and (2) any information or materials relating to the Service Offering.

14.2 "Infringement Claim" means any third party claim that any VMware Software used to provide the Service Offering infringes any patent, trademark or copyright of the third party, or misappropriates a trade secret (but only to the extent that the misappropriation is not a result of your actions) under the laws of: (a) the United States; (b) Canada; (c) the European Economic Area; (d) Australia; (e) New Zealand; (f) Japan; or (g) the People's Republic of China, to the extent that those

countries are part of your places of use of the Service Offering.

14.3 "Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, and moral rights, whether registered or unregistered.

14.4 "Login Credentials"mean any passwords, authentication keys or security credentials that enable your access to and management of the Service Offering.

14.5 "Order" means the internet order page, order document, purchase order, or purchase agreement issued to VMware that specifies your purchase of the Service Offering.

14.6 "Privacy Addendum" means the then-current version of the Service Offering Data Privacy Addendum document available at http://vcloud.vmware.com/legal, which we may modify from time to time.

14.7 "Service Description" means the then-current Service Offering Service Description document available at https://www.vmware.com/files/pdf/vcloud-air/vcloud-air-Service-Description.pdf, which contains technical and other information and which we may modify from time to time.

14.8 "Service Level Agreement" means the then-current Service Level Agreement document available at https://www.vmware.com/support/vcloud-air/sla.html, which we may modify from time to time.

14.9 "Subscription Term" means the time period of your access to the Service Offering, as specified by your Order.

14.10 "Support Policy" means the then-current version of the Service Offering Support Policy document available at http://www.vmware.com/support/services/iaas-production.html, which we may modify from time to time.

14.11 "Third Party Content" means third party data, service, content, software or applications, including open source software.

14.12 "Third Party Terms" means the then-current version of the third party license terms applicable to the Service Offering that are available at https://www.vmware.com/files/pdf/support/vmware-vcloud-air-third-party-terms.pdf, which we may modify from time to time.

14.14 "VMware Software" means the software programs listed in our commercial price list.

14.15 "Your Content" means any and all applications, files, information, data or other content uploaded to or published or displayed through the Service Offering by you, your users, us (acting upon your instructions as part of a service), or any third party users who access any service you provide with the Service Offering.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-075- Approve Task Order No. GESUT-1G-01-25 with EXP U.S. Services, Inc., to develop the Citywide Adaptation Plan funded by the Resilient Florida Program in an amount not to exceed $300,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-075.

Explanation of Request: The City of Boynton Beach entered into a General Engineering Consulting Services Agreement with EXP U.S. Services, Inc., approved by Resolution No. R24-291 on November 19, 2024.

Boynton Beach Utilities is utilizing the above-mentioned Agreement (RFQ No. CW24-001, Scope Category G) to support the implementation of critical Utilities Capital Improvement Projects. Under this contract, EXP US will help develop an Adaptation Plan consistent with the Florida Adaptation Planning Guidebook. EXP US will assist with the identification of adaptation needs and strategies, public meetings and outreach, and the development of the final Adaptation Plan. This project will be funded by the Florida Department of Environmental Protection's Resilient Florida Planning Grant Program under Grant Agreement No. 24PLN23.

Resolution R23-114 approved and authorized the acceptance of the Resilient Florida Program Grant Program Award in the amount of $300,000 to develop an adaptation plan. This Task Order will be the project associated with this grant.

How will this affect city programs or services? This project will enhance the City's long-term resilience planning by identifying specific needs, strategies, and recommended projects. The City of Boynton Beach has multiple infrastructure, climate, and resiliency planning initiatives that require comprehensive planning, especially to adverse climate vulnerabilities such as flooding and sea level rise. The Adaptation Plan will provided the City with the opportunity to effectively evaluate, plan, and prepare for increases in frequency and duration of rainfall events, storm surge, and sea level rise. This project will be completely funded by the Resilient Florida Planning Grant Program from the Florida Department of Environmental Protection.

Budgeted Item: Yes

Account Line Item and Description: Budgeted funds for the project are available in the following Utilities CIP Account:

403-5000-538.31-90 - Stormwater Master Plan/Climate Adaptation Plan
The Project Code # is TBD.

Funds will be reimbursed by the State as part of the grant agreement to Account No. 105-0000-334.31-07 - State Grants/24PLN23-Adaptation Plan.

Fiscal Impact: $300,000 will be funded up front out of the 403 CIP; however, 100% will be reimbursed by the Florida Department of Environmental Protection's Resilient Florida Planning Grant Program.

Attachments:
R25-075 Agenda_Item_2797-2025_Task_Order_No._GESUT-1G-01-25.docx
Boynton_Beach_EXP_TO_GESUT-1G-01-25.pdf
2. 24PLN23 Attachment 3A Grant Work Plan.pdf
3. R24-291 - EXP U.S. Services Inc - Executed Contract.pdf

RESOLUTION NO. R25-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING TASK ORDER NO. GESUT-1G-01-25 WITH EXP U.S. SERVICES, INC., FOR THE DEVELOPMENT OF A CITYWIDE ADAPTATION PLAN FUNDED BY THE RESILIENT FLORIDA GRANT PROGRAM IN THE AMOUNT OF $300,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City entered into a General Engineering Consulting Services Agreement (Contract No. RFQ CW24-001) with EXP U.S. Services, Inc. ("Consultant"), approved by Resolution No. R24-291 on November 19, 2024; and

WHEREAS, the City Utilities Department is utilizing the Agreement to support the implementation of critical Utilities Capital Improvement Projects; and

WHEREAS, Resolution No. R23-114, approved on September 5, 2023, authorized the acceptance of the Resilient Florida Program Grant Award in the amount of $300,000 to develop an Adaptation Plan; and

WHEREAS, the Consultant will assist with the identification of adaptation needs, public outreach, and the development of the final Adaptation Plan; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve Task Order No. GESUT-1C-01-25 with the Consultant for the development of a citywide Adaptation Plan in the amount of $300,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve Task Order No. GESUT-1G-01-25 between Consultant and the City for the development of a citywide Adaptation Plan in the amount of $300,000 (the "Task Order"), as that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Task Order. The Mayor is further authorized to execute any

ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Task Order as a public record of the City. A copy of the fully executed Task Order shall be provided to Alannah Irwin to forward to the Consultant.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. GESUT-1G-01-25

Consultant: EXP U.S. Services, Inc.

1. **Task/Project**. City of Boynton Beach Adaptation Pln_____

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit A.**

3. **Deliverables and Schedule**.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit B.**

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed $300,000.00, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit C.**
The payment schedule (based on deliverables) is attached as **Exhibit B**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated November 21, 2024, by and between the City of Boynton Beach and EXP ("Consultant"), Contract No.RFQ CW24-001.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed** ***(Task Order Form and Purchase Order)***.

☒ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:

By: _____

Print Name: Carmen Olazabal
Director Sustainability & Resilience

Date: February 24, 2025

CITY OF BOYNTON BEACH

By: _____
Mayor

Date: _____, 2025

City Attorney's Office
Approved as to form and legality
By: _____

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if a Certificate is provided upon selection of vendor.)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCE ADVISORY FORM

EXHIBIT A

DETAILED SCOPE OF PROFESSIONAL SERVICES

Task Order No. GESUT-1G-01-25
City of Boynton Beach Adaptation Plan

Background:

The City of Boynton Beach (City) was recently awarded funding under the Resilient Florida Grant Program to complete a citywide Adaptation Plan (Plan/AP). The Adaptation Plan will be developed:

- pursuant to the requirements of the City's Resilient Florida Grant Work Plan Agreement No. 24PLN23 with the Florida Department of Environmental Protection (FDEP);
- to be consistent with the Florida Adaptation Planning Guidebook;
- to meet the City's goals of developing a Plan that not only addresses increased risk from sea level rise and flooding, but that leverages opportunities to address other primary hazards affecting the City, including but not limited to extreme heat;
- to be community and equity driven through robust stakeholder engagement, and prioritization of solutions that maximize equitable benefits to historically disadvantaged communities in the City; and,
- with a strong focus on implementation of prioritized actions by maximizing cost-effectiveness, stakeholder support, and alignment with available and future funding sources.

Under the General Engineering Consulting Services Agreement – *Green Infrastructure, Sustainability and Resiliency Services*; executed between the City and EXP U.S. Services, Inc. (EXP) – the EXP Team shall provide the following professional services for the project described above:

Task 1: Kick Off Meeting

Description: EXP will work with City staff to conduct an in-person project Kick Off Meeting. The Kick Off Meeting will review and confirm goals and expectations for project delivery, as well as a review of preliminary efforts the EXP Team has advanced since notice-to-proceed, and establish key internal points-of-contact across departments and logistics for data-sharing. The meeting will be virtual or in-person, depending on the preference of the City, and attendees will include key EXP team members and applicable city staff and officials. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The

meeting will also help ensure a shared understanding of the scope and initial schedule, roles and responsibilities, as well as assist in clarifying assumptions. The Meeting will help clarify yardsticks and metrics for success and provide clarity for client and project team members on specific expectations so that the EXP team is effectively positioned to meet and exceed those expectations.

In addition, EXP will prepare a Draft Project Management Plan (PMP) for review at the Kick Off Meeting. The PMP will define how the project will be executed, monitored and controlled by discussing management of the scope, schedule, budget, resources, quality, communications, deliverables, health and safety. As the project progresses, meetings with the City's Project Manager will serve as an opportunity to discuss and review the PMP so the City and the EXP Team can confirm needs, assignments, schedule, risks, and changes in approach. EXP will revise the PMP in accordance with key feedback and agreed on changes from the Kick Off Meeting, and submit a Final Project Management Plan with the deliverables for this Task. While the PMP will serve as a guide for project execution between EXP and the City, the EXP Team will develop the PMP in a manner that it can also be tailored to meet the City's deliverables requirement for a project management plan under its Grant Work Plan Agreement with FDEP.

Deliverables: EXP will provide the following

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- **1.5:** A summary report including attendee input and meeting outcomes.
- **1.6:** Draft and Final Project Management Plan

Task 2: <u>Public Outreach Meeting</u>

Description: The EXP Team will work closely with city staff to conduct a public outreach meeting during the initial development of the AP. The purpose of the meeting is to distribute results of the most recent Vulnerability Assessment update conducted under the Coastal Resilience Partnership of Southeast Palm Beach County, and allow the public to provide input during the initial planning stages, to include

feedback on preferred methodologies and existing geographic, social, structural, and environmental conditions. Additionally, EXP will develop interactive exercises to encourage the public to prioritize the critical assets in preparation for the development of adaptation strategies and project development. The EXP Team will support the City as needed, in the preparation of any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: EXP will provide the following:

- **2.1:** Meeting agendas to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, committee member, local government staff);
- **2.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **2.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **2.5:** A summary report including attendee input and meeting outcomes.

Task 3: <u>Draft Adaptation Needs and Strategies</u>

Description: The EXP Team will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. EXP will develop the AP to be consistent with the guidelines in the Florida Adaptation Planning Guidebook and the City's adaptation goals and priorities.

Deliverables: EXP will provide the following:

3.1: Draft Adaptation Plan.

Task 4: <u>Community Prioritization of Adaptation Needs</u>

Description: The EXP Team will work closely with city staff to conduct a public meeting to develop a prioritization of adaptation needs for the community. During this meeting, the draft AP will be presented to include the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies for the priority hazards identified. The purpose of the meeting

is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The EXP Team will support the City as needed, in the preparation of any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: EXP will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

Task 5: <u>Final Adaptation Plan</u>

Description: The EXP Team will develop a Final Adaptation Plan that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation. Specifically, this Plan will:

- identify and prescribe pathways to close any regulatory, administrative, funding and other gaps for the assets' adaptive capacities;
- include a prioritized project list for an estimated 10-30 adaptation projects based on asset criticality, vulnerability, and other factors;
    - the project list will include enough details to ensure the project package can support grant funding application requirements including but not limited to scope, construction duration, construction cost estimates, operation and maintenance cost estimates, preliminary cost-effectiveness determinations, and expected cost share percentages.
- communicate concepts and information in a manner that easily understood by diverse audiences, and be developed in accordance with the City's design and branding guidelines;

- provide a toolkit of potential adaptation strategies that allows the City to assess and refine its options for adapting critical assets with focus on hazard protection and accommodation to remain in place.
- provide a tailored local approach that can offer valuable lessons and best practices for other communities investing in adaptation;
- serve as a living document and will be developed in a manner that is updateable by the City as new data, information, priorities, challenges and solutions emerge or shift.
- include the development of companion interactive features where applicable such as story maps etc.

Deliverables: EXP will provide the following:

- **5.1**: Final Adaptation Plan, to include any products or documentation, either within or as appendices or independent sections, resulting from all tasks included in the Task Description.

Task 6: <u>Public Presentation</u>

Description: The EXP Team will present the final Adaptation Plan results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The EXP Team will support the City as needed, in the preparation of any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: EXP will provide the following:

- **6.1:** Meeting agendas to include location, date, and time of meeting;
- **6.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **6.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **6.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** A summary report including attendee input and meeting outcomes.

EXHIBIT B

DELIVERABLES AND SCHEDULE

Task Order No. GESUT-1G-01-25
City of Boynton Beach Adaptation Plan

Upon written authorization from the City to proceed, EXP will perform the services outlined and produce deliverables for each assigned task according to the schedule below:

Deliverables & Schedule				
Task#	**Task Title**	**Major Task Activities and Deliverables**	**Task Start Date**	**Task Due Date***
1	Kick Off Meeting	Kick Off Meeting and meeting materials; Summary Report; Draft and Final Project Management Plan	3/15/2025	3/31/2025
2	Public Outreach Meeting	Public Outreach Meeting and meeting materials; Summary Report	4/1/2025	5/15/2025
3	Draft Adaptation Needs & Strategies	Draft Adaptation Plan	6/1/2025	9/30/2025
4	Community Prioritization of Adaptation Needs	Community Meeting and meeting materials; Summary Report	10/1/2025	11/30/2025
5	Final Adaptation Plan	Final Adaptation Plan	12/1/2025	2/28/2026
6	Public Presentation	Public Presentation and all presentation/meeting materials and documentation	3/1/2026	3/31/2026

**Payment Schedule for each task corresponds with the Task Due Date and submittal of deliverables for each task.*

EXHIBIT C

DETAILED FEE SCHEDULE

Task Order No. GESUT-1G-01-25
City of Boynton Beach Adaptation Plan

Detailed Fee Schedule			
No.	**Task**	**Fee Amount**	**Fee Basis**
1	Kick Off Meeting	$ 3,000.00	Lump Sum
2	Public Outreach Meeting	$ 5,000.00	Lump Sum
3	Draft Adaptation Needs & Strategies	$197,000.00	Lump Sum
4	Community Prioritization of Adaptation Needs	$10,000.00	Lump Sum
5	Final Adaptation Plan	$ 80,000.00	Lump Sum
6	Public Presentation	$5,000.00	Lump Sum
	Total	**$ 300,000.00**	Not to Exceed

Pricing Worksheet: City of Boynton Beach Adaptation Plan

The worksheet below is for Vendor submittal of proposed pricing (labor fees and hours) for (all-inclusive) maximum not-to-exceed price to the City of Boyonton Beach, in accordance with the Scope of Services provided in this RFQ document. For the purposes of this worksheet, this task list includes Task Items 1-6, as identified in the Scope of Services. All Hourly Rates are loaded and include all cost components, i.e., salary, benefits, overhead, operating margin, travel etc.

Task/Deliverables	Position/Title	Vendor Assigned Hours	Hourly Rate	Fees
Task 1 Project Kick Off Meeting: EXP will work with City staff to conduct an in-person project Kick Off Meeting. The Kick Off Meeting will review and confirm goals and expectations for project delivery, as well as a review of preliminary efforts the EXP Team has advanced since notice-to-proceed, and establish key internal points-of-contact across departments and logistics for data-sharing. The meeting will be virtual or in-person, depending on the preference of the City, and attendees will include key EXP team members and applicable city staff and officials. EXP will prepare a Draft Project Management Plan (PMP) for review at the Kick Off Meeting. The PMP will define how the project will be executed, monitored and controlled by discussing management of the scope, schedule, budget, resources, quality, communications, deliverables, health and safety. As the project progresses, meetings with the City's Project Manager will serve as an	Principal	3	$225.00	$ 675.00
	Project Manager	4	$295.00	$ 1,180.00
	Senior Resiliency Planner	3	$225.00	$ 675.00
	Resiliency Planner	2	$100.00	$ 150.00
	Clerical / Administrative	4	$85.00	$ 320.00
			Subtotal Task 1	**$ 3,000.00**
Public Outreach Meeting: The EXP Team will work closely with city staff to conduct a public outreach meeting during the initial development of the AP. The purpose of the meeting is to distribute results of the most recent Vulnerability Assessment update conducted under the Coastal Resilience Partnership of Southeast Palm Beach County, and allow the public to provide input during the initial planning stages, to include feedback on preferred methodologies and existing geographic, social, structural, and environmental conditions. Additionally, EXP will develop interactive exercises to encourage the public to prioritize the critical assets in preparation for the development of adaptation strategies and project development. The EXP Team will support the City as needed, in the preparation of any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as	Principal	2	$295.00	$ 590.00
	Project Manager	7	$225.00	$ 1,575.00
	Senior Community Outreach Specialist	4	$100.00	$ 400.00
	Community Relations Specialist	4	$85.00	$ 340.00
	Muncipal Outreach Specialist	5	$100.00	$ 450.00
	Senior GIS & Data Visualization Specialist	6	$175.00	$ 1,050.00
	Clerical / Administrative	7	$85.00	$ 595.00
			Subtotal Task 2	**$ 5,000.00**
Task 3 Draft Adaptation Needs & Strategies: The EXP Team will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. EXP will develop the AP to be consistent with the guidelines in the Florida Adaptation Planning Guidebook and the City's adaptation goals and priorities.	Principal	40	$295.00	$ 11,800.00
	Project Manager	90	$225.00	$ 20,250.00
	Senior Resiliency Planner	95	$225.00	$ 21,375.00
	Resiliency Planner	105	$100.00	$ 10,500.00
	Senior GIS & Data Visualization Specialist	40	$175.00	$ 7,000.00
	GIS Specialist	100	$150.00	$ 15,000.00
	Coastal Senior Engineer	80	$225.00	$ 18,000.00
	Coastal Project Engineer	80	$185.00	$ 14,800.00
	Senior Landscape Architect	80	$200.00	$ 16,000.00
	Landscape Architect	80	$125.00	$ 10,000.00
	Certified Arborist	30	$125.00	$ 3,750.00
	Stormwater Engineer	90	$185.00	$ 16,650.00
	Structural Engineer	60	$250.00	$ 15,000.00
	Transportation Planner	60	$200.00	$ 12,000.00
	Clerical / Administrative	57	$85.00	$ 4,875.00
			Subtotal Task 3	**$ 197,000.00**
Task 4 Community Priortization of Adaptation Needs: The EXP Team will work closely with city staff to conduct a public meeting to develop a prioritization of adaptation needs for the community. During this meeting, the draft AP will be presented to includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies for the priority hazards identified. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The EXP Team will support the City as needed, in the preparation of any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.	Principal	3	$295.00	$ 885.00
	Project Manager	10	$225.00	$ 2,250.00
	Senior Resiliency Planner	6	$225.00	$ 1,350.00
	Resiliency Planner	6	$100.00	$ 600.00
	Senior GIS & Data Visualization Specialist	4	$175.00	$ 700.00
	GIS Specialist	8	$150.00	$ 1,200.00
	Senior Community Outreach Specialist	8	$100.00	$ 800.00
	Community Relations Specialist	8	$85.00	$ 680.00
	Multimedia Specialist	4	$70.00	$ 280.00
	Content Developer	8	$60.00	$ 480.00
	Clerical / Administrative	10	$80.00	$ 775.00
			Subtotal Task 4	**$ 10,000.00**
Task 5 Final Adpatation Plan: The EXP Team will develop a Final Adaptation Plan that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation. Specifically, this Plan will: identify and prescribe pathways to close any regulatory, administrative, funding and other gaps for the assets' adaptive capacities; include a prioritized project list for an estimated 10-30 adaptation projects based on asset criticality, vulnerability, and other factors; the project list will include enough details to ensure the project package can support grant funding application requirements including but not limited to scope, construction duration, construction cost estimates, operation and maintenance cost estimates, preliminary cost-effectiveness determinations, and expected cost share percentages; communicate concepts and information in a manner that easily understood by diverse audiences, and be developed in accordance with the City's design and branding guidelines; provide a toolkit of potential adaptation strategies that allows the City to assess and refine its options for adapting critical assets with focus on hazard protection and accommodation to remain in place; and, include the development of companion interactive features where applicable such as story maps etc.	Principal	20	$295.00	$ 5,900.00
	Project Manager	60	$250.00	$ 15,000.00
	Senior Resiliency Planner	70	$225.00	$ 15,750.00
	Resiliency Planner	70	$100.00	$ 7,000.00
	Senior GIS & Data Visualization Specialist	20	$175.00	$ 3,500.00
	GIS Specialist	50	$150.00	$ 7,500.00
	Coastal Senior Engineer	8	$225.00	$ 1,800.00
	Senior Landscape Architect	8	$200.00	$ 1,600.00
	Structural Engineer	8	$250.00	$ 2,000.00
	Transportation Planner	10	$200.00	$ 2,000.00
	Senior Stormwater Engineer	10	$225.00	$ 2,250.00
	Grant Specialist	10	$200.00	$ 2,000.00
	Grant Analyst	40	$150.00	$ 6,000.00
	Construction Controls & Scheduling	15	$185.00	$ 2,775.00
	Communications Manager	8	$250.00	$ 2,000.00
	Content Strategist	10	$100.00	$ 1,000.00
	Multimedia Specialist	18	$70.00	$ 1,260.00
	Clerical / Administrative	8	$80.00	$ 665.00

			Subtotal Task 5	$	80,000.00
Task 6 Public Presentation: The EXP Team will present the final Adaptation Plan results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The EXP Team will support the City as needed, in the preparation of any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.	Principal	2	$295.00	$	590.00
	Project Manager	8	$250.00	$	2,000.00
	Resiliency Planner	8	$100.00	$	800.00
	GIS Specialist	2	$150.00	$	300.00
	Communications Manager	4	$250.00	$	1,000.00
	Content Strategist	1.5	$100.00	$	150.00
	Clerical / Administrative	2	$80.00	$	160.00
			Subtotal Task 6	$	5,000.00
			GRAND TOTAL ALL TASKS	$	300,000.00

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 24PLN23

ATTACHMENT 3-A

PROJECT TITLE: City of Boynton Beach Adaptation Plan

PROJECT LOCATION: The Project is located in city of Boynton Beach within Palm Beach County, Florida.

PROJECT DESCRIPTION:
The City of Boynton Beach (Grantee) will complete the City of Boynton Beach Adaptation Plan (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Grantee will prepare the agenda, sign-in sheet, draft project schedule, presentation, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- **1.5:** A summary report including attendee input and meeting outcomes.

Task 2: Public Outreach Meeting

Description: The Grantee will conduct a public outreach meeting during the initial development of the AP. The purpose of the meeting is to distribute results of the Vulnerability Assessment and allow the public to provide input during the initial planning stages, to include input on preferred methodologies and existing geographic, social, structural, and environmental conditions. Additionally, the Grantee will conduct exercises to encourage the public to prioritize the critical assets in preparation for the development of adaptation strategies and project development. The Grantee will prepare any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agendas to include location, date, and time of meeting;

- **2.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **2.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **2.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **2.5:** A summary report including attendee input and meeting outcomes.

Task 3: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:
- **3.1:** A draft AP.

Task 4: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:
- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

Task 5: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

Deliverables: The Grantee will provide the following:

- **5.1:** A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 6: Public Presentation

Description: The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **6.1:** Meeting agendas to include location, date, and time of meeting;
- **6.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **6.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **6.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the

Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$3,000	$0	$3,000	7/1/2023	3/31/2025
2	Public Outreach Meeting	Contractual Services	3,000	$0	3,000	7/1/2023	6/30/2025
3	Draft Adaptation Needs and Strategies	Contractual Services	$201,000	$0	$201,000	7/1/2023	9/30/2025
4	Community Prioritization of Adaptation Needs	Contractual Services	$10,000	$0	$10,000	7/1/2023	12/30/2025
5	Final Adaptation Plan	Contractual Services	$80,000	$0	$80,000	7/1/2023	3/31/2026
6	Public Presentation	Contractual Services	$3,000	$0	$3,000	7/1/2023	3/31/2026
		Total:	**$300,000**	**$0**	**$300,000**		

RESOLUTION NO. R24-291

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR QUALIFICATION NO. CW24-001 FOR GENERAL ENGINEERING CONSULTING SERVICES TO BAXTER & WOODMAN, INC., BEA ARCHITECTS, INC., CAROLLO ENGINEERS, INC., CAULFIELD & WHEELER, INC., CDM SMITH, INC., CHEN MOORE AND ASSOCIATES, INC., COLLIERS ENGINEERING & DESIGN, INC., CPZ ARCHITECTS, INC., CRAVEN THOMPSON & ASSOCIATES, INC., EXP U.S SERVICES, INC., GHD SERVICES, INC., HAZEN AND SAWYER P.C., JACOBS ENGINEERING GROUP, INC., JOHNSON, MIRMIRAN & THOMPSON, INC., KEITH AND ASSOCIATES, INC., KIMLEY-HORN AND ASSOCIATES, INC., MCKIM & CREED, INC., MILLER, LEGG & ASSOCIATES, INC., RADISE INTERNATIONAL, L.C., SOUTH FLORIDA ENGINEERING AND CONSULTING LLC, TIERRA SOUTH FLORIDA, INC., AND WEST ARCHITECTURE + DESIGN, LLC; APPROVING AGREEMENTS WITH EACH AWARDED VENDOR; APPROVE TASK ORDER NO. GES-1J-01-25 WITH KEITH AND ASSOCIATES, INC., FOR AN AMOUNT NOT TO EXCEED $159,000 FOR THE MANGROVE PARK BOARDWALK REMOVAL PROJECT; APPROVE TASK ORDER NO. GES-1E-01-25 WITH CPZ ARCHITECTS, INC., FOR AN AMOUNT NOT TO EXCEED $135,000 FOR THE LAWRENCE ROAD - BEAUTIFICATION PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, on July 16, 2024, the City Commission approved the list of the three (3) top-ranked proposers identified by the Evaluation Committee from the responses received from RFQ CW24-001 for General Engineering Consultant Services, who authorized staff to conduct negotiations with the firms as follows:

Scope A - Water Plant Modifications, Capacity & Operational Evaluations
Carollo Engineering, Inc.
Jacobs Engineering Group, Inc.
McKim & Creed
Scope B - Infrastructure Improvements & Evaluations
CDM Smith, Inc.
Carollo Engineering, Inc.
Baxter & Woodman, Inc.
Scope C - Ancillary Studies and Services

Carollo Engineering, Inc.
CDM Smith, Inc.
Scope D - Transportation
Johnson, Mirmiran & Thompson, Inc.
Kimley-Horn and Associates, Inc.
Baxter & Woodman, Inc.
Scope E - Architectural Design Services
CPZ Architects, Inc.
West Architecture + Design, LLC
BEA Architects, Inc.
Scope F - Hydrogeological Services
Jacobs Engineering Group, Inc.
Hazen and Sawyer
South Florida Engineering and Consulting
Scope G - Green Infrastructure, Sustainability, and Resiliency Services
EXP US
GHD Services, Inc.
Chen Moore and Associates
Scope H - Geotechnical Services
Colliers Engineering & Design, Inc.
Radise International, L.C.
Tierra South Florida, Inc.
Scope J - Civil Land Development
Keith and Associates, Inc.
Craven Thompson & Associates, Inc.
Caulfield Wheeler, Inc.
Scope K - Recreation and Parks Services

Miller Legg
Keith and Associates
Kimley-Horn and Associates, Inc.

WHEREAS, the RFQ was advertised, and submissions were opened on December 19, 2023. The City received a total of eighty-one (81) proposals, and the top-ranked proposers for each scope (either 2 or 3, depending on the specific scope) were presented to the City Commission on July 16, 2024, for approval and authorization to proceed with negotiations aimed at establishing contract agreements for ongoing services, in compliance with section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act; and

WHEREAS, emphasis was placed on the Schedule of Professional Fees to establish hourly rates for the initial contract period. After comparing the submissions from each firm, it became evident that negotiation sessions were necessary. Firms with significantly higher rates were contacted for further discussion. In accordance with section 287.055, Florida Statutes, staff now believes these rates are fair, competitive, and reasonable. Consequently, the attached Schedule of Professional Fees will be fixed and firm for the initial two-year term. The City reserves the right to automatically renew the Agreement for two (2) two-year renewals based on the same terms and conditions; and

WHEREAS, Task Orders will be generated when specific projects are realized, utilizing the Schedule of Professional Fees as the basis for the overall cost of each task. Task Orders will be submitted to the Commission for approval in accordance with the City's Purchasing Policies and Procedures; and

WHEREAS, in order to expedite our standard process, Staff requests that the City Commission approve an expenditure of a budgeted not-to-exceed amount of $159,000 to Keith & Associates, Inc., through Task Order No. GES-1J-01-25 utilizing Scope J—Civil Land Development Services for the Mangrove Park—Boardwalk Removal Project, as well as an expenditure of a budgeted not-to-exceed amount of $135,000 to CPZ Architects, Inc., through Task Order No. GES-1E-01-25 utilizing Scope E - Architecture Services (Landscape Architecture) for the Lawrence Road - Beautification Project; and

WHEREAS, staff will negotiate these proposals based on the provided scope of work, and it is possible that the final costs may come in under the budgeted amount outlined above; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to award Request for Qualification No. CW24-001 for General Engineering Consulting Services to Baxter & Woodman, Inc., BEA Architects, Inc., Carollo Engineers, Inc., Caulfield & Wheeler, Inc., CDM Smith, Inc., Chen Moore and Associates, Inc., Colliers Engineering & Design, Inc., CPZ Architects, Inc., Craven Thompson & Associates, Inc., EXP U.S Services, Inc., GHD Services, Inc., Hazen and Sawyer P.C., Jacobs Engineering Group, Inc., Johnson, Mirmiran & Thompson, Inc., Keith and Associates, Inc., Kimley-Horn and Associates, Inc., McKim & Creed, Inc., Miller, Legg & Associates, Inc., RADISE International, L.C., South Florida Engineering and Consulting LLC, Tierra South Florida, Inc., and West Architecture + Design, LLC, approve Agreements with each awarded Vendor, approve Task Order No. GES-1J-01-25 with Keith and Associates, Inc., for an amount not to exceed $159,000 for the Mangrove Park Boardwalk Removal Project, and approve Task Order No. GES-1E-01-25 with CPZ Architects, Inc., for an amount not to exceed $135,000 for the Lawrence Road - Beautification Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, hereby awards Request for Qualification No. CW24-001 for General Engineering Consulting Services to Baxter & Woodman, Inc., BEA Architects, Inc., Carollo Engineers, Inc., Caulfield & Wheeler, Inc., CDM Smith, Inc., Chen Moore and Associates, Inc., Colliers Engineering & Design, Inc., CPZ Architects, Inc., Craven Thompson & Associates, Inc., EXP U.S Services, Inc., GHD Services, Inc., Hazen and Sawyer P.C., Jacobs Engineering Group, Inc., Johnson, Mirmiran & Thompson, Inc., Keith and Associates, Inc., Kimley-Horn and Associates, Inc., McKim & Creed, Inc., Miller, Legg & Associates, Inc., RADISE International, L.C., South Florida Engineering and Consulting LLC, Tierra South Florida, Inc., and West Architecture + Design, LLC.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve General Engineering Consulting Services Agreements between the City and the awarded Vendors (the "Agreements"), in form and substance similar to that attached as **"Exhibit A."**

SECTION 4. The City Commission of the City of Boynton Beach, Florida, does hereby approve Task Order No. GES-1J-01-25 between the City and Keith and Associates, Inc. for the Mangrove Park Boardwalk Removal Project for an amount not to exceed $159,000 (the "Task Order"), in form and substance to be approved by the City Attorney's office.

SECTION 5. The City Commission of the City of Boynton Beach, Florida, does hereby approve Task Order No. GES-1E-01-25 between the City and CPZ Architects, Inc., for the Lawrence Road - Beautification Project for an amount not to exceed $135,000 (the "Task Order"), in form and substance to be approved by the City Attorney's office.

SECTION 6. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreements and the Task Orders. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 7. The City Clerk shall retain the fully executed Agreements and Task Orders as a public record of the City. A copy of the fully executed Agreements and Task Orders shall be provided to Taralyn Pratt to forward to the Vendors.

SECTION 8. This Resolution shall take effect in accordance with law.

[signatures on the following page]

PASSED AND ADOPTED this 19th day of November 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Aimee Kelley	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor
11/21/2024

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

GENERAL ENGINEERING CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement"), is entered into between the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of **100 East Ocean** Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and **EXP U.S. Services, Inc.** a [type of entity: corporation] authorized to do business in the State of Florida, with a business address of **201 Alhambra Circle, Suite 800, Coral Gables, FL 33134**, hereinafter referred to as "VENDOR". In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the CITY solicited proposals for a non-exclusive agreement to perform General Engineering Consulting Services, and

WHEREAS, the CITY issued a **Request for Qualification for General Engineering Consulting Services**; and

WHEREAS, RFQ No. CW24-001 defined Scope of Services for General Engineering Consulting Services; and

WHEREAS, the CITY determined that VENDOR was qualified for appointment to perform the scope of services set forth in RFQ No. CW24-001; and

WHEREAS, the CITY Commission on **July 16, 2024**, determined that VENDOR was qualified for appointment to perform the scope of services set forth in the Request For Qualifications RFQ No. CW24-001; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

1. SERVICES AND RESPONSIBILITIES.

1.1 VENDOR hereby agrees to perform the General Engineering Consulting Services, by way of individual Task Orders, at the request of the CITY during the term of this Agreement as more particularly described in the **Request for Qualifications RFQ No. CW24-001 for General Engineering Consulting Services**, which is incorporated herein by reference.

The specific projects that may be assigned to the VENDOR are in conjunction with the specific ☒ box next to the Scope Category:

☐Scope Category A Water Plant Modifications, Capacity and Operations Evaluation
☐Scope Category B Infrastructure Improvements and Evaluations
☐Scope Category C Ancillary Studies and Services
☐Scope Category D Transportation Services
☐Scope Category E Architectural Services
☐Scope Category F Hydrogeological Services
☒**Scope Category G Green Infrastructure, Sustainability, and Resiliency Services**
☐Scope Category H Geotechnical Services
☐Scope Category J Civil Land Development Services
☐Scope Category K Recreation and Parks Services

1.2 The VENDOR agrees to perform work assigned by Task Order(s) (the "Services") under such terms as set forth in the Task Order(s). The Task Order Form is attached hereto as **Exhibit A**. The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.3 VENDOR shall furnish all services, labor, equipment, supplies, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all Services performed under this Agreement shall be done in a professional manner.

1.4 VENDOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises VENDOR thereof in writing, VENDOR agrees to re-perform such deficient services without charge to the CITY.

1.5 The relationship between CITY and VENDOR created hereunder and the services to be provided by VENDOR pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other VENDORS to perform the same or similar services performed by VENDOR hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to VENDOR while VENDOR is so engaged without first terminating such assignment. VENDOR shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the CITY, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by VENDOR hereunder.

1.6 The VENDOR is responsible for defects in its work and in the work of its Sub consultants'.

1.7 **PRELIMINARY SERVICES PHASE:** The VENDOR shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The VENDOR shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.7.1 During the preliminary services phase, the VENDOR shall advise the CITY, based on VENDOR'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; VENDOR to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the VENDOR'S findings and recommendations.

1.7.2 Preliminary design services to be performed by the VENDOR shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.7.3 VENDOR shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.7.4 Upon authorization of the CITY, the VENDOR will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist with startup and operator training

for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.8 **BASIC SERVICES:** The VENDOR shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.9 **FINAL DESIGN SERVICES** shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits, and landfill permits.

1.9.1 The VENDOR based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule, or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems, and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The VENDOR shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.9.2 The VENDOR based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.9.3 The VENDOR shall assist the CITY in the preparation of the necessary proposal information and forms.

1.9.4 The VENDOR shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements of general market conditions.

1.9.5 The VENDOR shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.9.6 VENDOR shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked-up construction drawings to the VENDOR so that the VENDOR can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.9.7 Prior to final approval of the Construction Documents by the CITY, the VENDOR shall conduct a thorough review and quality control evaluation of the entire work product for compliance with the requirements of any local, state, or federal agency from which a permit or other approval is required. The VENDOR shall make sure that all necessary approvals have taken place.

1.9.8 Prior to each phased submittal, the VENDOR shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly

coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The VENDOR shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.9.9 The VENDOR shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The VENDOR shall comply with all of its governing laws, rules, regulations, codes, directives, and other applicable federal, state, and local requirements in preparation of the work.

1.10 The VENDOR shall provide the construction documents, technical specifications, and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.11 The VENDOR, following the CITY's approval of the Construction Documents and the latest estimate of probable Construction Cost, shall, when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals and assist in preparing contracts for construction.

1.11.1 The VENDOR shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.11.2 Any Opinion of the Construction Cost prepared by VENDOR represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since VENDOR has no control over market conditions, VENDOR does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the VENDOR or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the VENDOR renders the Final estimated probable Construction Cost of the Final Design Plans, the VENDOR shall not be responsible for any redesign without compensation, which shall be mutually agreed to by the parties hereto.

1.11.3 The VENDOR shall provide the CITY with a list of recommended prospective bidders.

1.11.4 The VENDOR shall attend all pre-proposal/per-bid conferences.

1.11.5 The VENDOR shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.11.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals, Request for Qualifications or Invitation to Bid (two-step bid process), VENDOR shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.11.7 If requested, VENDOR shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.12 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the VENDOR. The VENDOR shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the

concept of the project, and for compliance with the information given by the Construction Documents. The VENDOR shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The VENDOR will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.12.1 The CITY shall maintain a record of all change orders, which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.12.2 If the VENDOR is not the Construction Manager for the construction, the CITY shall notify the VENDOR within three (3) business days of the discovery of any architectural/engineering error or omission so that the VENDOR can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.13 The VENDOR shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the VENDOR shall sign the schedule of values indicated in the belief that the schedule of values constitutes a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.14 The VENDOR shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.19 "Resident Project Services" of this Agreement. The VENDOR observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the VENDOR will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the work completed. The VENDOR shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The VENDOR shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the work, nor shall the VENDOR be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The VENDOR shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the VENDOR shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the VENDOR will also represent to the CITY that to the best of its information and belief, based on what its observation has revealed, the work is in accordance with the Construction Documents. The VENDOR shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.15 The VENDOR shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings, and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.16 The VENDOR shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.17 The VENDOR shall review change orders prepared and submitted by the Contractor for the CITY'S approval. VENDOR shall not authorize any changes in the work or time, no matter how minor, without prior written approval by the CITY.

1.18 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by VENDOR, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by VENDOR that all releases of liens are satisfied, and written recommendation by VENDOR for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.19 **RESIDENT PROJECT SERVICES:** During the Construction progress of any work, the VENDOR will, if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the VENDOR. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but are not limited to the following:

a. Conducting all pre-construction conferences;
b. Conducting all necessary construction progress meetings;
c. Observation of the work in progress to the extent authorized by the CITY;
d. Receipt, review coordination, and disbursement of shop drawings and other submittals;
e. Maintenance and preparation of progress reports;
f. Field observation and verification of quantities of equipment and materials installed;
g. Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
h. Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project-related documents, and at the completion of each project, deliver all such records to the CITY;
i. Preparation, update, and distribution of a project budget with each project schedule;
j. Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
k. Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, and suppliers can jointly discuss such matters as procedures, progress, problems, and scheduling.
l. Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
m. Development and implementation of a system for the preparation, review, and processing of change orders;
n. Maintenance of a daily log of each project;
o. Recording the progress of each project, and submission of written monthly progress reports to the CITY, including information on the Contractors' work and the percentage of completion;
p. Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
q. Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the VENDOR or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided, however, that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the VENDOR. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract

Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the work.

Although VENDOR shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), VENDOR shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by VENDOR'S employees or representatives. VENDOR shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of VENDOR. VENDOR shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors, or others at the project site ("Project Site") other than for VENDOR's employees, sub-consultants, and vendors.

1.20 ADDITIONAL SERVICES

1.20.1 When additional services are necessary, they shall be specified in the written Task Order. Examples of additional non-exclusive services are:

a. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with any particular project.

b. Services to make measured drawings of or to investigate existing conditions or facilities or to verify the accuracy of drawings or other information furnished by or to the CITY.

c. Services resulting from significant changes in the general scope, extent, or character of any particular project or its design, including but not limited to changes in size, complexity, the CITY's schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the VENDOR'S control.

d. Providing renderings or models for the CITY's use.

e. Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.

f. Investigations and studies involving but not limited to, detailed considerations of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.

g. Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment, or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the VENDOR (e.g. defective plans and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

h. Preparing to serve or serving as a VENDOR or witness for the CITY in any litigation, arbitration, or other legal or administrative proceeding.

i. Additional services in connection with a project not otherwise provided for in this Agreement.

j. Services in connection with a field order or change order requested by the CITY.

k. Providing artwork, models, or renderings as requested by the CITY.

1.21 When required by the Construction Contract documents in circumstances beyond the VENDOR'S control, and upon the CITY'S authorization, it will furnish the following additional services.

a. Services in connection with work changes necessitated by unforeseen conditions encountered during construction.

b. Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the VENDOR.

c. Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the VENDOR or if the VENDOR fails to notify the Contractor of the deficient quality of their workmanship pursuant to VENDOR'S duties as described in the Contract Documents, the VENDOR's additional services shall be deemed part of Basic Services and compensated as such.

d. Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.

e. Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

f. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the VENDOR in which case such services shall be deemed Basic Services. Except when caused by a design error by the VENDOR, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.22 **CITY'S RESPONSIBILITIES**

1.22.1 The CITY shall do the following in a timely manner so as not to delay the services of the VENDOR:

1.22.2 Designate in writing a person or persons to act as the CITY's representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the VENDOR'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this Agreement based on the specific Task Orders from each of the Scope Categories.

1.22.3 Provide all criteria and full information as to the CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.22.4 Assist the VENDOR by providing, at the VENDOR's request, all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the project.

1.22.5 Furnish to the VENDOR, if required for the performance of VENDOR's services (except where otherwise furnished by the VENDOR as Additional Services), the following:

1.22.6 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspection of samples, materials, and equipment;

1.22.6.1 Appropriate professional interpretations of all of the foregoing;

1.22.6.2 Environmental assessment and impact statements;

1.22.6.3 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.22.6.4 Property descriptions;

1.22.6.5 Zoning, deed, and other land use restrictions;

1.22.6.6 Approval and permits required in the CITY's jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the VENDOR; and

1.22.6.7 Arrange for access to make all provisions for the VENDOR to enter upon the CITY's property as required for the VENDOR to perform services under this Agreement.

1.22.6.8 Consistent with the professional standard of care and unless otherwise specifically provided herein, VENDOR shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.23 SEQUENCE OF EVENTS

1.23.1 Following receipt of any Task Order, the VENDOR shall submit to the CITY, at least five (5) business days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.23.2 Task Orders will be issued to the VENDOR in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by VENDOR pursuant to this Agreement.

1.23.3 In accordance with the CITY's Purchasing Policy Manual, proposals received by the VENDOR as a result of a Task Order that exceeds the Procurement threshold amount, will require approval from CITY Commission before the execution of services.

1.23.4 When the CITY issues Task Orders to the VENDOR, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of VENDOR, failure of the VENDOR to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.23.5 It is anticipated and intended that the VENDOR will be authorized to begin new Task Order(s) on a "rolling" basis, as some already assigned Task Orders near timely completion. If a subsequent Task Order is issued to the VENDOR before it has completed the current Task Order, the completion date for each Task Order will remain independent of each other so that the VENDOR will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to

complete the "older" Task Orders in a timely manner may adversely impact continued early authorization to start subsequent work.

1.23.6 When the VENDOR has exceeded the stated completion date, including any extension for extenuating circumstances, which may have been granted, a written notice of Default will be issued within seven (7) calendar days of the date that the default became active with a requirement of seven (7) calendar days to cure said default, to the VENDOR and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.23.7 Should the VENDOR exceed the assigned completion time, the CITY reserves the right not to issue to the VENDOR any further Task Order(s) until such time as it is no longer in default and the VENDOR has demonstrated to the CITY's satisfaction, the reasons for tardy completion have been addressed and are not likely to be repeated in subsequent Task Orders. This restricted issuance provision may result in the VENDOR not being issued all of the planned work the CITY anticipated in this Agreement. The VENDOR shall have no right to the balance of any work or to any compensation associated with these non-issued Task Orders due to the VENDOR being rendered in default.

1.23.8 Should the VENDOR remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.23.6, the CITY may at its sole option retain another VENDOR to perform any Services arising out of this Agreement and/or terminate this Agreement.

1.24 DEFINITION OF DEFAULT

1.24.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

a. VENDOR has not performed services on a timely basis due to VENDOR's negligent errors or omissions;
b. VENDOR has refused or failed to supply enough properly skilled personnel;
c. VENDOR has failed to make prompt payments to VENDOR's sub-consultants or suppliers for any services after receiving payment from the CITY for such services or supplies;
d. VENDOR has failed to obtain the approval of the CITY where required by this Agreement;
e. VENDOR has refused or failed to provide the services as defined in this Agreement;
f. VENDOR has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) calendar days of such date;
g. CITY has failed to make payments to VENDOR in accordance with the requirements of this Agreement;

1.24.2 In the event of Default, the VENDOR shall be liable for all damages resulting from the Default including:

a. The difference between the amount that has been paid to the VENDOR and the amount required to complete the VENDOR's Services, provided the fees by the firm replacing the VENDOR are reasonable and the hourly rates do not exceed the VENDOR'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.

b. In the event of default by the City, VENDOR may suspend the Services pending receipt of such payment.

1.24.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of

the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

1.25 VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY.

1.26 The CITY's Representative during the performance of this Agreement shall be Keith Webber, or Designee.

1.27 The VENDOR's Representative during the performance of the Agreement shall be Ajani Stewart (Ajani.stewart@exp.com).

2. **TERM.** The initial Agreement period shall be for an initial term of two (2) years, commencing on **11/19/2024**, and shall remain in effect through **11/18/2026**. The City reserves the right to automatically renew the Agreement for two (2) two-year renewals subject to termination clause(s) as provided herein. The City requires firm fixed rates for the initial agreement term. Either party must give a sixty (60) calendar day(s) written notice prior to the Agreement anniversary date of the intent to not renew for the renewal term. The initial term and any exercised renewal terms are collectively referred to as the "Term." Automatic renewal terms will be based on the same terms, conditions, pricing, specifications, and services herein. The VENDOR understands and acknowledges that all services to be performed will be governed by this Agreement and that there is no guarantee of any assignment, minimum amount of professional services, compensation, or future work being given to the VENDOR.

3. **Limited Term Extension**: The CITY may, at its sole discretion and without further City Commission action, extend the term of this Agreement for an additional one-hundred and eighty (180) calendar days (the "limited term extension") by filing a written notice signed by the Vendor and the City's Purchasing Department. At no time shall this limited term extension extend more than one-hundred eighty (180) calendar days beyond the expiration date of this Agreement without further City Commission approval. The VENDOR will be reimbursed for these services at the rate in effect when this limited term extension clause was invoked by the CITY.

4. **TIME OF PERFORMANCE / METHOD OF ORDERING SERVICES.**

   4.1. Services under this Agreement shall commence upon the CITY's written notice to the VENDOR through an executed Task Order. The VENDOR shall perform all Services and provide all work products required pursuant to this Agreement and the specific Task Order by the sequence of events, or unless the CITY grants an extension of time in writing.

   4.2. Limitations. No Task Order issued under this Agreement will be valid if the estimated construction cost of the specific project or the study activity fee exceeds the amounts set forth in Section 287.055, Florida Statutes.

   4.3. VENDOR shall complete each Task Order executed during the Term without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

5. **PAYMENT.** The VENDOR shall be paid by the CITY for completed work and for Services rendered as follows:

   a. Payment for the Services provided by VENDOR shall be made in accordance with the Fee Schedule as provided in **Exhibit B** attached hereto.

   b. Payment as provided in this section by the CITY shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the Services.

   c. Compensation for vendor's sub-consultants will be negotiated based on each Task Order. Compensation will be through a direct mark-up in accordance with the Fee Schedule attached

hereto. Sub-consulting services shall be approved by the City's representative in writing prior to performance of the sub-consulting work. Consulting time for processing and management of the VENDOR's sub-consultant shall not be included in direct cost as the direct mark-up is applied for management efforts.

d. The VENDOR may submit invoices to the CITY once per month during the progress of the Srevices for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

e. In certain cases where incremental billing for partially completed Services is permitted by the CITY's representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

f. Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the VENDOR shall submit a not-to-exceed proposal to the CITY's representative for prior approval based on estimated labor hours and hourly rates, which shall not exceed the established hourly rates set forth in the Fee Schedule, plus any sub-consultant services and other related costs supporting the proposed Services. The CITY shall not be obligated to reimburse the VENDOR for costs incurred in excess of the total not-to-exceed cost amount.

g. Final payment of any balance due to the VENDOR of the total Task Order price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Services under this Agreement and its acceptance by the CITY.

h. Final Invoice: In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the VENDOR's final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any other further charges, if not properly included on this invoice, are considered waived by the VENDOR.

i. The VENDOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

j. Hourly rates shall remain fixed and firm for the initial two (2) year period of this Agreement. Cost of subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes as determined by the City, have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumer Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be based on the latest index published and available ninety (90) calendar days prior to the end of the Agreement year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) calendar days prior to the Agreement anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of this Agreement. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the VENDOR, a reasonable reduction in costs that reflect such changes in the industry. All rate increases above 2% must be approved by the City Commission on the recommendation of the Director of Financial Services.

k. The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement may be canceled by the CITY upon giving thirty (30) calendar days' written notice to the VENDOR.

l. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** Upon completion of any project / Task Order and final payment to VENDOR, all documents, drawings, specifications, and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. Notwithstanding the foregoing, the VENDOR shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with VENDOR's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of VENDOR, shall be at the CITY's sole risk and without liability to VENDOR and VENDOR's sub-consultants.

7. **FUNDING.** This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

8. **WARRANTIES AND REPRESENTATIONS.** VENDOR represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. VENDOR's Services shall meet or exceed the standard of care and skill ordinarily used by members of VENDOR's profession practicing under similar circumstances. In submitting its response to the RFQ, VENDOR has represented to CITY that certain individuals employed by VENDOR shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, VENDOR shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

9. **COMPLIANCE WITH LAWS.** VENDOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this Agreement.

10. **INDEMNIFICATION.**

A. The VENDOR shall indemnify and hold harmless CITY and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VENDOR or other persons employed or utilized by VENDOR in the performance of this Agreement. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF VENDOR MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT

11. **INSURANCE.**

A. During the performance of the services under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management Director. All policies shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

a. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees

with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

b. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations, and Contractual Liability with specific reference to Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) calendar days prior written notice to the CITY.

c. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

d. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

e. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded to the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management Director. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

12. **INDEPENDENT VENDOR/CONTRACTOR.** The VENDOR and the CITY agree that the VENDOR is an independent vendor/contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing

to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

13. **COVENANT AGAINST CONTINGENT FEES.** The VENDOR warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **TRUTH-IN-NEGOTIATION CERTIFICATE.**

    A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the VENDOR's most favored customer for the same or substantially similar service.

    B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside VENDORs. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

15. **SUBCONTRACTING.**

    A. VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY

    B. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If the VENDOR uses any sub-consultants on this project, the following provisions of this Article shall apply:

    C. If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the Services in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new sub-consultant by the CITY. The substitution of a sub-consultant shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work or applicable Task Order.

    D. The VENDOR, its sub-consultants, agents, servants, or employees agree to be bound by the terms and conditions of this Agreement and its agreement with any sub-consultant for work to be performed for the CITY the VENDOR must incorporate the terms of this Agreement.

16. **DISCRIMINATION PROHIBITED.** The VENDOR, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

17. **ASSIGNMENT.** The VENDOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

18. **NON-WAIVER.** A waiver by either CITY or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19. **TERMINATION.**

A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the VENDOR shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the VENDOR abandons the Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

B. **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should VENDOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by VENDOR of written notice of such neglect or failure.

20. **DISPUTES.**

A. Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction exclusively located in Palm Beach County.

B. **Correction of Work**. If, in the judgment of CITY, work provided by VENDOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement.

a. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered or expenses incurred by reason of default, shall be due and payable to VENDOR.

b. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR together with the costs incident thereto to such default.

c. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

d. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within thirty (30) calendar days of the receipt by VENDOR of such notice from CITY.

21. **UNCONTROLLABLE FORCES.**

21.1 Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood,

earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

21.2 Neither party shall, however, be excused from performance if non-performance is due to forces, which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

22. **CITY PROVIDED INFORMATION AND SERVICES.**

22.1 CITY shall furnish VENDOR available studies, reports, and other data pertinent to VENDOR'S services; obtain or authorize VENDOR to obtain or provide additional reports and data as required; furnish to VENDOR services of others required for the performance of VENDOR's Services hereunder, and VENDOR shall be entitled to use and rely upon all such information and services provided by CITY or others in performing VENDOR's Services under this Agreement.

23. **ESTIMATES AND PROJECTIONS.**

23.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, VENDOR has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, VENDOR makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from VENDOR's opinions, analyses, projections, or estimates.

24. **THIRD PARTIES.**

24.1 The services to be performed by VENDOR are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on VENDOR's performance of its services hereunder, and no right to assert a claim against VENDOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of VENDOR's services hereunder.

25. **NOTICES**. Notices to the CITY shall be sent to the following address:

Daniel Dugger, City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN:	Kyle Henry; Ajani Stewart
	EXP U.S. Services, Inc.
Address:	201 Alhambra Circle
	Suite 800
	Coral Gables, FL 33134
Phone:	305-631-2208 ; 305-302-9628
Email:	kyle.henry@exp.com ; Ajani.stewart@exp.com

26. **INTEGRATED AGREEMENT.** This Agreement, together with RFQ and any addenda and/or attachments, represents the entire and integrated Agreement between the CITY and the VENDOR and supersedes all

prior negotiations, representations, or agreements, written or oral. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

27. **PUBLIC RECORDS.** The CITY is a public agency subject to Chapter 119, Florida Statutes. The VENDOR shall comply with Florida's Public Records Law. Specifically, the VENDOR shall:

    A. Keep and maintain public records required by the CITY to perform the service;

    B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, VENDOR shall maintain in a secured manner all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and

    D. Upon completion of the Agreement, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
TELEPHONE: 561-742-6060
CityClerk@bbfl.us

28. **E-VERIFY.**

    28.1 VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

    Definitions for this Section:

    A. "Contractor, Vendor, Proposer, Consultant" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

    B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

    C. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

28.1.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the Agreement;

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. By entering into this Agreement, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

28.1.3 Contract Termination. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1), Fla. Stat., the contract shall be terminated

29. **SCRUTINIZED COMPANIES 287.135 and 215.473.** By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. VENDOR further certifies that VENDOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has VENDOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If VENDOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

30. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

31. **CONFLICTS.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of this Agreement, Exhibits, any Task Order, VENDOR's Proposal, or other documents incorporated into this Agreement, such conflict shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) any Task Order, (3) the RFQ, and (4) VENDOR's Proposal.

32. **COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT.** VENDOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

33. **DOMESTIC PREFERENCE FOR PROCUREMENTS.** As appropriate and to the extent consistent with law, the VENDOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items

and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

34. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS.** If applicable, the VENDOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Agreement, VENDOR will identify such data and grant to the CITY or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, VENDOR will deliver to the VENDOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this Agreement in formats acceptable by VENDOR.

35. **ENTITIES OF FOREIGN CONCERN.** The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. VENDOR represents and certifies: (i) VENDOR is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in VENDOR; and (iii) VENDOR is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to VENDOR and any subcontractor having access to personal identifying information pursuant to this Agreement, VENDOR and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

36. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, VENDOR shall provide CITY with an affidavit attesting that the VENDOR does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

37. **COUNTRIES OF CONCERN**. VENDOR represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

38. **DULY LICENSED**. VENDOR represents that it is duly licensed in Florida to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

SIGNATURE PAGE FOLLOWS

"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be considered an original on the following dates:

DATED this 27 day of September, 2024.

CITY OF BOYNTON BEACH

11/21/2024

Ty Penserga, Mayor

EXP U.S. Services Inc.
(Authorized Official Name), (Vendor)

Kyle Henry
Print Name of Authorized Official

Vice President
Title

(Corporate Seal)

Attest/Authenticated:

Witness

Brianna Gagliardi
Print Name

Approved as to Form:

Shawna G. Lamb, Office of the City Attorney

Attest/Authenticated:

Maylee De Jesus, City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

EXHIBIT A
Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. _____

Consultant: _____

1. **Task/Project**. _____(*Insert title and brief description)*_____

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit ____.**

3. **Deliverables and Schedule**.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit ____.**

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed _____, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit _____.**
The payment schedule (based on deliverables) is attached as **Exhibit _____**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated _____, 20____, by and between the City of Boynton Beach and _____ ("Consultant"), Contract No. _____.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed *(Task Order Form and Purchase Order)***.

☐ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:

By: _____

Print Name: _____

Date: _____, 20___

CITY OF BOYNTON BEACH

By: _____
Daniel Dugger, City Manager

Date: _____, 20___

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT B
Fee Schedule

PERSONNEL CLASSIFICATIONS	HOURLY RATE
Principal	$295.00
Project Manager	$250.00
Senior Stormwater Engineer	$225.00
Stormwater Engineer	$185.00
Valu Engineer	$185.00
Sr. Electrical Engineer	$250.00
Electrical Engineer	$175.00
Sr. Mechanical Engineer	$250.00
Mechanical Engineer	$175.00
Engineering Technician	$125.00
Staff Engineer	$125.00
Net Zero Specialist	$125.00
Sustainability Analyst	$100.00
Sustainability Specialist	$175.00
Energy Efficiency Renewable Energy Specialist	$175.00
Emissions Modeling Specialist	$175.00
Architect	$120.00
Senior Architect	$175.00
Coastal Project Manager	$200.00
Coastal Senior Project Manager	$200.00
Coastal Project Director	$250.00
Coastal Senior Engineer	$225.00
Coastal Senior Director	$250.00
Coastal Chief Engineer	$250.00
Coastal Chief Scientist	$200.00
Coastal Senior Scientist	$185.00
Coastal Project Scientist	$150.00
Coastal Engineering Technician	$90.00
Coastal Senior Engineer	$225.00
Coastal Project Engineer	$185.00
Coastal Associate Engineer II	$160.00
Coastal Associate Engineer I	$140.00
Landscape Architect	$125.00
Coastal Environmental Specialist	$125.00
Coastal Senior Environmental Specialist	$150.00
Senior Landscape Architect	$200.00
Certifies Arborist	$125.00
Designer	$125.00
Senior Designer	$150.00
Chief Designer	$200.00
GIS Specialist	$150.00
Senior GIS& Data Visualization Specialist	$175.00
Structural Engineer	$250.00
CADD / Technician	$120.00
Architectural CADD / Technician	$120.00
Resiliency Planner	$100.00
Senior Resiliency Planner	$225.00
Transportation Planner	$200.00
Transportation Planning Technician	$160.00
Public Relations Specialist	$125.00
Communications Manager	$250.00
Sr. Community Outreach Specialist	$100.00
Municipal Outreach Specialist	$100.00
Community Relations Specialist	$85.00

Content Strategist	$100.00
Content Developer	$60.00
Multimedia Specialist	$70.00
Construction Inspector	$170.00
Coastal Construction Inspector	$200.00
Construction Controls & Scheduling	$185.00
Construction Contract Administrator	$185.00
Permitting	$170.00
Rate Analyst	$170.00
Senior Rate Analyst	$185.00
Grant Analyst	$150.00
Grant Specialist	$200.00
Clerical / Administrative	$80.00

Reimbursable Expenses:

Direct costs such as postage, prints, and delivery services will be billed at cost.

Mark-up % Sub-Consultants Fee: 10 %

ATTACHMENT "A"

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if a Certificate is provided upon selection of vendor.)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCE ADVISORY FORM

ATTACHMENT "B"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: September 27, 2024

Entity: EXP U.S. Services Inc.

Signed: _____

Name: Kyle Henry

Title: Vice President

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 27 day of September, 2024, by Kyle Henry, as Vice President for EXP U.S. Services Inc., who is personally known to me or who has produced N/A - Personally Known as identification.

Notary Public Signature: _____

Print Name: Brianna Katherine Gagliardi

State of Florida at Large (Seal)

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

My commission expires: 7/7/2025

Affidavit of Compliance with Foreign Entity Laws must be completed and returned with the signed Agreement

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: 27 September, 20 24

Signed: _____

Entity: EXP U.S. Services Inc.

Name: Kyle Henry

Title: Vice President

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 27 day ofSeptember 20 24 , by Kyle Henry , as Vice President for EXP U.S. Services Inc., who is personally known to me or who has produced N/A - Personally Known as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: Brianna Katherine Gagliardi

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

My commission expires: 7/7/2025

Affidavit of Compliance with Anti-Human Entity Laws must be completed and returned with the signed Agreement

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED EXP U.S. Services, Inc 201 Alhambra Circle, Suite 800 Coral Gables, FL 33134	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Insurance America Inc — 24554 INSURER B: XL Specialty Insurance Company — 37885 INSURER C: AIG Insurance Company of Canada — B1206 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W34555279 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		US00057823LI24A	03/31/2024	03/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			GGA7479210	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CA00002682LI24A	03/31/2024	03/31/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	GWG7479208	03/31/2024	03/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			061127095	03/31/2024	03/31/2025	Per Claim Aggregate	$3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: General Engineering Consulting Services.

City of Boynton Beach is included as an Additional Insured as respects to General Liability.

Waiver of Subrogation applies in favor of Additional Insured with respects to Workers Compensation as permitted by law.

CERTIFICATE HOLDER

City of Boynton Beach

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 26364006 BATCH: 3598921

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution R25-076- Approve the First Amendment to the Agreement between South Florida Emergency Vehicles, LLC for the purchase of parts, equipment, maintenance, and repair of Sutphen Fire trucks and ambulances increasing the annual expenditure from $100,000 to $200,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-076.

Explanation of Request: On October 1st, 2024, the City Commission approved Resolution R24-232, authorizing the sole source agreement for purchase of parts and equipment from South Florida Emergency Vehicles for the maintenance and repair of Sutphen Fire trucks and ambulances. The annual expenditure is not to exceed $100,000, with the agreement set to expire on September 23, 2027.

South Florida Emergency Vehicles is the exclusive provider of parts for Sutphen Fire trucks and ambulances.

The Public Works Department, along with the Warehouse Division, is requesting an increase in the annual expenditure by amending Section 4: Fees of the agreement as follows:

"Section 4 of the Agreement is hereby amended to increase the total annual not to exceed amount paid by the City pursuant to the Agreement from One Hundred Thousand Dollars ($100,000) to Two Hundred Thousand Dollars ($200,000)."

Timely access to parts and the ability to perform repairs on fire vehicles is crucial for maintaining public safety. This increase in expenditure will help ensure the continued maintenance and readiness of the Fire Rescue fleet.

This purchase would be procured through the Sole Source exemption. A Sole Source Purchase allows an award for Commodities, Services, or a construction item without competition when it is determined that there is only one source available. This may include, without limitation, repairs or additions from the original equipment manufacturer, only supplier in the area, franchised or licensed distributor or service, or patented or propriety item.

Any vendor identified as a sole source must provide written support certifying their Sole Source to the City. The selection process and determination for use of a sole source exemption rests with the Purchasing Services. The end-user department must provide Purchasing Services with ALL required supporting documentation in order to make a decision.

The sole source letter is attached to this agenda item.

How will this affect city programs or services? Ensure continuity of fire services by keeping the fleet in good repair.

Budgeted Item: Yes

Account Line Item and Description: FM - PARTS - 501-5000-590.09-82

Attachments:
R25-076 Agenda_Item_2814-2025_South_Florida_Emergency_Vehicles.docx
Exhibit A to Resolution - 2024-2025 Service Contract - Amendment 1
R24-232
SFEV - Sole Source Form
Microsoft Word - Boynton Beach-S Florida Em Vehicle Single Source Letter 9-08-23.docx.pdf

RESOLUTION NO. R25-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SOUTH FLORIDA EMERGENCY VEHICLES, LLC, FOR REPAIR AND MAINTENANCE OF SUTPHEN FIRE TRUCKS; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on October 1, 2024, the City and South Florida Emergency Vehicles, LLC ("Vendor") entered into an "Agreement Between the City of Boynton Beach and South Florida Emergency Vehicles, LLC for Repair and Maintenance of Sutphen Fire Trucks" ("the Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to include warehouse annual expenditures and increase the total not-to-exceed amount from $100,000.00 to $200,000.00; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve Amendment No. 1 to the Agreement Between the City of Boynton Beach and South Florida Emergency Vehicles, LLC, for Repair and Maintenance of Sutphen Fire Trucks ("the Amendment").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Amendment, as attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment. The Mayor is further authorized to execute any ancillary documents required under the Amendment or necessary to accomplish the purposes of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Amendment as a public record of the City. A copy of the fully executed Amendment shall be provided to Ydelsi Rodriguez to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SOUTH FLORIDA EMERGENCY VEHICLES, LLC FOR REPAIR AND MAINTENANCE OF SUTPHEN FIRE TRUCKS

This First Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, FL 33435 ("City"), and South Florida Emergency Vehicles, LLC, a Florida limited liability company, with a business address of 4655 Cummins Ct., Fort Myers, FL 33905 ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On October 1st, 2024, the Parties entered into "AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SOUTH FLORIDA EMERGENCY VEHICLES, LLC FOR REPAIR AND MAINTENANCE OF SUTPHEN FIRE TRUCKS" (the "Agreement").

B. The Parties desire to amend the Agreement to include the warehouse annual expenditures.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

Amendment to Section 4: Fee.
Section 4 of the Agreement is hereby amended to increase the total annual not to exceed amount paid by the City pursuant to the Agreement from One Hundred Thousand Dollars ($100,000.00) to Two Hundred Thousand Dollars ($200,000.00).

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this

Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City with respect to any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

(a) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

7. The effective date of this Amendment shall be the date of complete execution by the Parties.

8. This Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

CITY OF BOYNTON BEACH, FLORIDA

By:_____
Ty Penserga, Mayor

____ day of _____, 2025

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____
Shawna G. Lamb

SOUTH FLORIDA EMERGENCY VEHICLES, LLC

By:_____
Authorized Signer

David Stanitsel Pres.
_____
Print Name and Title

18th day of Feb, 2025

RESOLUTION NO. R24-232

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTH FLORIDA EMERGENCY VEHICLES, LLC FOR REPAIR AND MAINTENANCE OF SUTPHEN FIRE TRUCKS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City owns Sutphen Fire Trucks; and

WHEREAS, South Florida Emergency Vehicles, LLC ("Vendor") is the only authorized distribution source for providing authentic replacement parts and performing warranty work on Sutphen Fire Trucks in the State of Florida; and

WHEREAS, the City desires to engage the Vendor to provide replacement parts and perform warranty work on the City's Sutphen Fire Trucks (the "Services") on an as-needed basis; and

WHEREAS, the City desires to enter into a three (3)-year term Agreement with two (2) additional one-year renewal terms, with an annual amount not to exceed One Hundred Thousand Dollars ($100,000); and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve an Agreement with South Florida Emergency Vehicles, LLC for Repair and Maintenance of Sutphen Fire Trucks.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement with South Florida Emergency Vehicles, LLC for Repair and Maintenance of Sutphen Fire Trucks (the "Agreement"), in form and substance similar to that attached as **"Exhibit A."**

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any

ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms/material terms.

SECTION 4. One fully executed original of the Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Agreement shall be provided to Ydelsi Rodriguez to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this 1st day of October 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Aimee Kelley	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor
10/1/2024

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SOUTH FLORIDA EMERGENCY VEHICLES, LLC, FOR REPAIR AND MAINTENANCE OF SUTPHEN FIRE TRUCKS

This Agreement is made as of this ~~23~~ 1st day of ~~September~~ October, 2024, by and between SOUTH FLORIDA EMERGENCY VEHICLES, LLC, with a principal address of 4655 Cummins Ct., Fort Myers, FL 33905, hereinafter referred to as "Vendor," and the CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City owns Sutphen Fire Trucks; and

WHEREAS, the Vendor is the only authorized distribution source for providing authentic replacement parts and performing warranty work on Sutphen Fire Trucks in the State of Florida; and

WHEREAS, the City desires to engage Vendor to provide replacement parts and perform warranty work on the City's Sutphen Fire Trucks (the "Services") on an as-needed basis; and

WHEREAS, Vendor has agreed to perform the Services in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Vendor do hereby agree as follows:

1. **SERVICES:** Vendor shall provide all equipment, materials, and labor necessary to provide replacement parts and warranty work on the City's Sutphen Fire Trucks on an as-needed basis. Vendor shall render the Services diligently, carefully, and thoroughly consistent with good business practice. Time shall be of the essence concerning all matters outlined in this Agreement. Vendor shall warrant that the Services be free from improper workmanship and defective materials for the period specified in each quote or Task Order.

2. **METHOD OF ORDERING SERVICES:**

a. Direct Orders. Work valued at less than $10,000 total per repair, emergency-type work, or work which, in the City's determination, requires immediate Services, may be ordered by the City under this Agreement, as needed, without issuing a Task Order. City staff shall confirm such request for Services via email to the Vendor describing the services, agreed fee (if available), completion time, and reference to this Agreement. All such Services shall be performed and invoiced under the terms of this Agreement. Services related to a specific repair shall not be broken out into smaller direct orders to avoid the issuance of a Task Order. Upon completion of each work task, the Vendor will submit an individual invoice of said task indicating the date work was performed, the description of the person performing the work, the hourly rates charged, parts or equipment provided, the rate charged for equipment, materials, or supplies, in accordance with the Agreement.

b. Task Orders. The City may issue a Task Order for Services valued at $10,000 or more and/or for specific Services that may require a detailed scope of work, specific completion dates or schedule; the price is a "not to exceed" price, or other special terms are necessary for the task. Such Task Orders will be in a format similar to the Task Order attached to this Agreement as **Exhibit A**. All terms and conditions of the Agreement will apply to each Task Order. The Mayor is authorized to execute Task Orders up to the threshold in the City's procurement policy (currently set at $50,000). Any Task Order in excess of the then-current procurement policy threshold shall require approval of the City Commission. Upon completion of each work task, the Vendor will submit an individual invoice for each Task Order, a copy of the related Task Order, and any other documents required by this Agreement or the applicable Task Order.

3. **TIME FOR PERFORMANCE:** Work under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Vendor to proceed along with a purchase order. Vendor shall perform all services and provide all work products required pursuant to this Agreement. Time is of the essence for Vendor's performance of the duties, obligations, and responsibilities required by this Agreement.

4. **FEE:** As compensation for Services rendered by Vendor to the City, the City shall pay the Vendor an annual amount not to exceed One Hundred Thousand Dollars ($100,000) ("Fee"). The Fee is based on the Hourly Rates outlined in the Fee Schedule attached hereto as **Exhibit B**, and incorporated into this Agreement by reference. Any replacement parts shall be billed at the then-current catalog price, with any applicable discounts. The Fee shall be the sole compensation paid to Vendor in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Vendor.

5. **TERM:** This Agreement shall be for an initial term of three (3) years, commencing on September 23rd, 2024, and shall remain in effect through September 23rd, 2027 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The City reserves the right to renew the Agreement for two (2) additional one-year renewal terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, subject to Vendor's satisfactory performance as determined by the City, determination by the City that renewal will be in the best interest of the City, and confirmation that Vendor is the sole source to provide the Services. The Mayor is authorized to execute the term extension amendment(s). If Vendor requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

6. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Vendor: _____
South Florida Emergency Vehicles, LLC
4655 Cummins Ct.
Fort Myers, FL 33905
Telephone: 239-267-5300
Email: bdobson@sflev.com

7. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Vendor shall provide a W-9 with the first invoice.

Payment shall be made only for services actually performed and completed pursuant to this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

8. **TAX EXEMPT:** Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, the City will provide the Vendor with proof of tax-exempt status.

9. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

10. **ATTORNEY'S FEES:** In the event that either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

11. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the City to perform the service when utilizing non-City-owned equipment;

    B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining

in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

12. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

13. **E-VERIFY:** Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must

be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

14. **DISPUTES:** Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

15. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice, in which event the Vendor shall be compensated for services performed through the termination date, including services reasonably related to termination.

16. **TERMINATION FOR CAUSE:** In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

17. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, any sums due Vendor under this Agreement may be retained by the City until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

18. **INSURANCE:** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

i. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.

ii. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

1. Premises and/or Operations on an occurrence basis.
2. Completed Operations Liability on an occurrence basis.
3. Broad Form Property Damage.
4. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.

19. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or lost profits or consequential damages.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Vendor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of the company shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate

reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **NO LIEN**. The Vendor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Vendor.

24. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

25. **NON-EXCLUSIVE**: This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

26. **REPRESENTATION OF AUTHORITY:** Vendor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Vendor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Vendor has with any third party or violates applicable law. Vendor further represents and warrants that execution of this Agreement is within Vendor's legal powers, and each individual executing this Agreement on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

27. **RIGHTS IN DOCUMENTS AND WORK:** Any and all videos, photographs, documents, materials, data, or other work created by Vendor in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Vendor hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Vendor to City within seven (7) days after expiration or termination. Any compensation due to Vendor may be withheld until all Documents and Work are received as provided in this Agreement. Vendor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

28. **THIRD-PARTY BENEFICIARIES:** Neither Vendor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

29. **MATERIALITY AND WAIVER OF BREACH**: Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each

requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

30. **COUNTERPARTS AND MULTIPLE ORIGINALS:** This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

31. **NON-DISCRIMINATION:** Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

32. **ENTIRE AGREEMENT.** The Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

33. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

34. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

35. **COUNTRIES OF CONCERN**. The vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

36. **PUBLIC ENTITY CRIME ACT**. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes and that it has not been formally charged

with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

10/1/2024

Ty Penserga, Mayor

SOUTH FLORIDA EMERGENCY VEHICLES, LLC

Pres

(Signature), Company

David Stonitsch, Pres

Print Name of Authorized Official

9-23-24

Title

Approved as to Form:

Shawna G. Lamb

Shawna G. Lamb, City Attorney

(Corporate Seal)

Attested/Authenticated:

Maylee DeJesus, City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Attest/Authenticated:

(Signature), Witness

Patricia Audette

Print Name

EXHIBIT A
FORM OF TASK ORDER

CITY OF BOYNTON BEACH
Sutphen Fire Truck Repair and Maintenance Services Task Order

Vendor: South Florida Emergency Vehicles, LLC
Procurement: Sole Source

1. **Task/Project**. _____

2. **Scope of Services**.
The scope of services under this Task Order is attached as **Exhibit A.**

3. **Deliverables and Schedule**.
Vendor shall deliver to the City the deliverables specified within _____ after complete execution of this Task Order and issuance of a PO by the City.

4. **Compensation**.
The total Fee to be paid to the Vendor under this Task Order shall not exceed $_____, based on the detailed fee schedule attached as **Exhibit A.**

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the Sutphen Fire Truck Repair and Maintenance Services Agreement, dated _____, by and between the City of Boynton Beach and South Florida Emergency Vehicles, LLC.

6. **Insurance**.
Vendor shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed**.
Vendor's receipt of a fully executed copy of this Task Order and a PO issued by the City shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully executed Task

Order and PO were emailed to the Vendor.

VENDOR:
SOUTH FLORIDA EMERGENCY VEHICLES, LLC

By: _____

Print Name: David Stontich

Date: Sept. 23, 2024

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Date: _____, 2024

Attest: _____
City Clerk

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT B
FEE SCHEDULE

Labor Rate $165 per hr.
Over Time Labor Rate $247.50 per hr.
Holiday Labor Rate $330 per hr.
Travel Rate $165 per hr.

*Parts to be billed at then-current catalog price, less any applicable discounts

Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Public Works
Division	Fleet Management & Mobility
Point of Contact	Dave Persad
Phone Number	561-742-6215
Vendor	
Company Name	South Florida Emergency Vehicle
Address	4655 Cummins Ct, Fort Myers, FL 33905
Phone Number	239-267-5300
Point of Contact and Title	Justin Howell, Sales Territory Manager (South East)
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	
Product or Service	
Product/Service Name	OEM Warranty and Repairs
Manufacturer	Sutphen
Make/Model #	
Price	
Did you negotiate the terms or prices with the vendor? ☐ Yes ☒ No	
Why is this price considered to be fair and reasonable? Comparison performed using the State of Florida Managed Services website to compare rates on what they have on file for Consultants.	

Purchasing Division
Sole/Single Source Justification Form

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) ☐ Yes ☒ No

Section B – Justification

This is a sole source because (choose any that apply):

☒ Sole provider of a licensed or patented good or service

☒ Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.

☐ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)

☒ Single Source of factory-authorized warranty service

☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).

☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? **Please be specific. See attached sole source letter**

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Department Director

A Holmes — Signature

8/16/24 — Date

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☒ / do not recommend ☐ this being certified as a sole source.

Required ☐ / not required ☐ to be advertised for a period of 7 business days before award.

Signature

9-9-2024 — Date

SUTPHEN™

FAMILY OWNED
SINCE 1890

September 8, 2023

City of Boynton Beach
Financial Services Dept.
PO Box 310
Boynton Beach, FL 33425-0310

RE: Factory Authorized Parts and Service in Florida

Dear City of Boynton Beach,

This letter is to advise you that South Florida Emergency Vehicles is the only authorized distribution source for providing authentic replacement parts and performing warranty work on your Sutphen Fire Trucks for the state of Florida.

Furthermore, South Florida Emergency Vehicles has the only factory trained technicians qualified to carry out service repairs to ensure warranties remain intact.

If you have any questions or concerns, please let me know.

Best Regards,



Justin Howell
Senior Sales Territory Manager (Southeast territory)

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • **Toll Free** 800 848-5860 • **Fax** 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-077- Approve a Cooperative Acceptance Agreement with Cintas Corporation No. 2 and issue Purchase Orders to Cintas Corporation No. 2 by piggybacking OMNIA cooperative contract, number 00129, which expires May 31, 2028, to provide Workplace Solutions to the City of Boynton Beach on an as-needed basis for an annual expenditure of $65,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-077.

Explanation of Request: The University of Nebraska has established a cooperative contract, number 001299, with Cintas Corporation No. 2 to provide comprehensive workplace solutions. This agreement, effective from June 1, 2023, through May 31, 2028, includes options for a five-year renewal, extending the term through May 31, 2033. The contract encompasses a range of services such as uniform rental, purchase, and lease; floor mats, mops, towels, and linens; restroom supplies; first aid and safety supplies, including AEDs; fire protection services; and promotional products. The University of Nebraska, acting as the lead agency, has partnered with OMNIA Partners to make this contract available to other public agencies nationwide, including state and local governmental entities, educational institutions, non-profit organizations, and other public benefit agencies. This collaboration aims to streamline procurement processes and offer competitive pricing for participating entities.

Using OMNIA Partners is crucial for the City of Boynton Beach as it streamlines the procurement process, ensuring efficiency, transparency, and cost savings. By leveraging the cooperative purchasing power of OMNIA Partners, the city gains access to pre-vetted, competitive contracts that have been negotiated with top-tier vendors. This eliminates the need for extensive individual bidding processes, reducing administrative burden and delays. Furthermore, OMNIA Partners provides the city with the best value by offering high-quality products and services at lower prices, ultimately ensuring that taxpayer dollars are spent wisely and effectively. The streamlined approach enhances operational efficiency, ensures that the city remains accountable, and delivers the best possible outcomes to its residents.

Staff has reviewed the products and services offered through this contract and expects an annual expenditure of $65,000 annually through May 31, 2028.

How will this affect city programs or services? The City would be able to utilize these faciality services as needed.

Budgeted Item: Yes

Account Line Item and Description: Various City Accounts

Attachments:
R25-077 Agenda_Item_2827-2025_Cintas_Agmt_and_Purchase_Order.docx
Exhibit A to Resolution - Complete CINTAS package.pdf

RESOLUTION NO. R25-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A COOPERATIVE ACCEPTANCE AGREEMENT WITH CINTAS CORPORATION NO. 2 AND AUTHORIZING THE ISSUING OF PURCHASE ORDERS TO CINTAS CORPORATION NO. 2 BY PIGGYBACKING OMNIA COOPERATIVE CONTRACT, NUMBER 00129, WHICH EXPIRES MAY 31, 2028, TO PROVIDE WORKPLACE SOLUTIONS TO THE CITY OF BOYNTON BEACH ON AN AS-NEEDED BASIS FOR AN ANNUAL EXPENDITURE OF $60,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the University of Nebraska has established a cooperative contract, number 001299, with Cintas Corporation No. 2 to provide comprehensive workplace solutions. This agreement, effective from June 1, 2023, through May 31, 2028, includes options for a five-year renewal, extending the term through May 31, 2033. The contract encompasses a range of services such as uniform rental, purchase, and lease; floor mats, mops, towels, and linens; restroom supplies; first aid and safety supplies, including AEDs; fire protection services; and promotional products. The University of Nebraska, acting as the lead agency, has partnered with OMNIA Partners to make this contract available to other public agencies nationwide, including state and local governmental entities, educational institutions, non-profit organizations, and other public benefit agencies. This collaboration aims to streamline procurement processes and offer competitive pricing for participating entities; and

WHEREAS, using OMNIA Partners is crucial for the City of Boynton Beach as it streamlines the procurement process, ensuring efficiency, transparency, and cost savings. By leveraging the cooperative purchasing power of OMNIA Partners, the city gains access to pre-vetted, competitive contracts that have been negotiated with top-tier vendors. This eliminates the need for extensive individual bidding processes, reducing administrative burden and delays. Furthermore, OMNIA Partners provides the city with the best value by offering high-quality products and services at lower prices, ultimately ensuring that taxpayer dollars are spent wisely and effectively. The streamlined approach enhances operational efficiency, ensures that the city remains accountable, and delivers the best possible outcomes to its residents; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the

best interests of the city's citizens and residents to approve a Cooperative Acceptance Agreement with Cintas Corporation No. 2 and authorize issuing Purchase Orders to Cintas Corporation No. 2 by piggybacking OMNIA cooperative contract, number 00129, to provide Workplace Solutions to the City of Boynton Beach on an as-needed basis for an annual expenditure of $60,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Cooperative Acceptance Agreement between Cintas Corporation No. 2 and the City (the “Agreement”), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize issuing Purchase Orders to Cintas Corporation No. 2 by piggybacking OMNIA cooperative contract, number 00129, to provide Workplace Solutions to the City of Boynton Beach on an as-needed basis for an annual expenditure of $60,000.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 5. The Mayor-executed Agreement shall be forwarded to Andrew Rozwadowski to obtain execution of the Agreement by Cintas Corporation No. 2. Andrew Rozwadowski shall be responsible for ensuring that one fully executed Agreement is returned to the City, to be provided to the Office of the City Attorney for forwarding to the City Clerk for retention as a public record.

SECTION 6. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Fire Protection
Cooperative Acceptance Agreement

CINTAS® READY FOR THE WORKDAY®

Location #: F62
Contract #: 30495
Customer #: 30495
Main Corporate/ZEG Code: → **Omnia Nebraska CC #57154** Date: 11/5/2024
Customer/Participating Public Agency: City of Boynton Beach ("Customer") Phone: (561) 742-6000
Address: 222 NE 9th Ave. City: Boynton Beach State: FL Zip: 33435

FIRE PROTECTION PRICING:

ITEM #	DESCRIPTION	UNIT PRICE
	See Pricing Below	

Space for additional entries provided on page 4

This Fire Protection Acceptance Agreement (this "Acceptance Agreement") is effective as of this date from 3/18/25 to 5/31/28, with a minimum term of 12 months ; provided, alarm monitoring services shall require a minimum term of 60 months. The foregoing minimum terms shall supersede any conflicting or different term in the Master Agreement.

FIRE ALARM MONITORING PRICING:

SERVICE	# OF UNITS	PRICE	COST
	X	X 12 =	/year
	X	X 12 =	/year
	X	X 12 =	/year
Total Annual Cost		/one time	/year
		/one time	/year
		/one time	/year
Total One Time			

This Acceptance Agreement covers the following locations:

LOCATION NAME	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT NAME

Space for additional entries provided on page 4

This Acceptance Agreement covers the following inspection, testing, maintenance services and new equipment (check all that apply):

Portable Fire Extinguishers	☒ Yes	☐ No	Frequency? As Needed/On Demand
Exit and Emergency Lighting	☐ Yes	☐ No	Frequency?
Fire Sprinkler Systems	☐ Yes	☐ No	Frequency?
Fire Alarm Systems	☐ Yes	☐ No	Frequency?
Kitchen Suppression Systems	☐ Yes	☐ No	Frequency?
Backflow Prevention Devices	☐ Yes	☐ No	Frequency?
Special Hazard Systems	☐ Yes	☐ No	Frequency?
Fire Training	☐ Yes	☐ No	Frequency?
Fire Alarm Monitoring	☐ Yes	☐ No	Frequency?

I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: F62 Customer Signature:
By: Richard Duncan Print Name:
Title: Cintas Fire Protection Consultants Print Title:
Accepted-GM: Gorcyca Alexandria Email:

Additional Terms and Conditions to follow.

Cintas Representative Initials: Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at https://www.omniapartners.com/publicsector.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
   a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
   b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
   c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
   d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

      FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
   e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
   f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

SUPPLIER GENERAL SERVICE TERMS SECTION

1. **Customer Obligations:** Customer shall make its premises and facilities available to Cintas for the performance by Cintas of the services. If Customer cancels a scheduled service appointment without providing prior notice or if Cintas is prevented from performing any services upon arrival by Customer or conditions at the location, then Cintas may charge a cancellation fee or trip charge.
2. **Equipment Exchange:** Customer hereby agrees that in servicing Customer's portable fire extinguishers, Cintas may exchange Customer's portable fire extinguishers for Cintas's portable fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's portable fire extinguishers so exchanged will belong to Cintas and all right, title and interest in Cintas's portable fire extinguishers so exchanged will belong to Customer.
3. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contact Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
4. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
5. **Customer Type:** Customer must select the appropriate response below:
   Is Customer a United States federal government agency or instrumentality?

   ☐ Yes ☑ No

   (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
6. **Customer Funding Source:** Customer must select the appropriate response below:
   Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?

   ☐ Yes ☑ No

   (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
7. **Additional Terms:** Customer must select the appropriate response below:
   Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?

   ☐ Yes, additional terms required
   ☑ No additional terms needed

   (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
8. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Representative Initials: _____ Customer Initials: _____

Accounts Payable Contact Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your company that are set up for billing with Cintas? ☑ **YES** ☐ **NO** ☐ **UNSURE**

Are you Tax Exempt? ☑ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

☑ **Same as Payer** OR ☐ **Same as Sold-To**

Bill-To Street Address:

City: ST/PROV: ZIP/PC: 33435

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☑ **Leave at Site and Email** ☐ **Email Only** ☐ **Physically Mail** ☐ **Leave at site after service**

Do invoices require a purchase order? ☐ **YES** ☑ **NO** **If yes,** please provide PO#

Will the same PO need to appear on each invoice? ☐ **YES** ☐ **NO** Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ **Check**

☐ **ACH/EFT -** We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ **Credit Card -** We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: Customer Initials:

FIRE PROTECTION PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	UNIT PRICE
SC	Service Charge	$85.00 ea.
IN	Annual Fire Extinguisher Inspection	$8.00 ea
EESEAL	Tamper Proof Seal / Flag Seal	$1.50 ea
DC5	5# Stored pressure Dry Chemical - Recharge	$20.00 ea
DC10	10# Stored pressure Dry Chemical - Recharge	$25.00 ea
HST	Hydrostatic Testing	$10.00 ea
SY	Six Year Maintenance	$10.00 ea
EEOR	O-Ring	$3.00 ea
EEVSTEM	Valve Stem	$16.00 ea
EEVS	Verification of Service Collar	$2.00 ea
EEPIN	Pull Pin	$2.75 ea

LOCATIONS (cont.):

Continued from page 1

LOCATION NAME	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT NAME

Cintas Representative Initials: _____ Customer Initials: _____

WORKPLACE SOLUTIONS
Executive Summary

Lead Agency: University of Nebraska

Solicitation: 3702-22-4618

RFP Issued: November 3, 2022

Pre-Proposal Date: November 16, 2022

Response Due Date: December 20, 2022

Proposals Received: #1

Awarded to: Cintas Corporation No. 2

The University of Nebraska issued RFP 3702-22-4618 on November 3, 2022, to establish a national cooperative contract for Workplace Solutions.

The solicitation included cooperative purchasing language in the **Introduction/Background, National Contract**: "*The Board of Regents of the University of Nebraska, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The University of Nebraska is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program."*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- The University of Nebraska website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR

- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal and/or Las Vegas Sun
- Kennebec Journal/Morning Sentinel, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the soliciation.

On December 20, 2022 proposals were received from the following offerors:

- Cintas Corporation No. 2

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, a market basket analysis was conducted, with price being the primary factor. The committee elected to enter into negotiations with Cintas Corporation No. 2 and proceeding with contract award upon successful completion of negotiations.

The University of Nebraska, OMNIA Partners and Cintas Corporation No. 2 successfully negotiated a contract, and the University of Nebraska executed the agreement with a contract effective date of June 1, 2023.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

Contract includes:

- Uniforms – Rental, Purchase, Lease
- Floor Mats, Mops, Towels & Linens – Rental, Purchase, Lease
- Restroom Supplies
- First Aid and Safety Supplies, AEDs
- Fire Protection Services, Promotional Products
- Promotional Products

Federal Funds: Cintas Corporation No. 2 provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial five-year agreement from June 1, 2023 through May 31, 2028 with the option to renew for one additional five-year period through May 31, 2033.

Pricing/Discount: Unit pricing sheet available upon request

Customer Agreement Addendum No. 2

This Customer Agreement Addendum No. 2 (hereinafter "Addendum") made this [**20**] of [**August**] (hereinafter "Execution Date"), by and between Cintas Corporation No. 2, a corporation organized and existing under the laws of the State of Nevada with its principal office located at 6800 Cintas Blvd., Cincinnati, Ohio 45262-5737, or any of its subsidiaries, successors and assigns, (hereinafter "Cintas" or "Supplier") and the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska (hereinafter, "University"), through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector, (collectively "Parties"), amends the existing *Workplace Solutions Agreement under RFP No. 3702-22-4618, (hereinafter, "Agreement")* between Cintas and University dated June 1, 2023.

WITNESSETH:

WHEREAS, The Parties agree that the intention of Section 7.a.1.4 of the Agreement was to describe University's termination charge obligations to Cintas upon the University's invocation of its termination for convenience right after month thirty-six (36) of the term;

WHEREAS, The Parties agree that Section 7.a.1.4 of the Agreement contained an error describing such termination charge obligations after month forty-eight (48) of the term;

WHEREAS, The Parties agree that the same error occurred in the Agreement Exhibit titled "Sample Cintas Facilities Solutions Cooperative Acceptance Agreement" (the "Sample Acceptance Agreement");

NOW, THEREFORE, for the mutual promises and covenants and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Section 7.a.1.4 of the Agreement shall be replaced in its entirety with the following: "If this Agreement is terminated for convenience after thirty-six (36) months of service, University shall pay as termination charges the amount equal to thirteen (13) weeks of rental service.

2. Section 17, ("Additional Items") of the exhibit Sample Acceptance Agreement, shall be modified by replacing the words "forty-eight (48) months" with the words "thirty-six (36) months".

3. The Sample Acceptance Agreement shall be renamed "Workplace Solutions Cooperative Acceptance Agreement".

4. If any of the terms of this Addendum conflict with the terms of the Agreement,

the terms of this Addendum shall be controlling.

5. This document may be executed in any number of counterparts.

CINTAS:	UNIVERSITY:
CINTAS CORPORATION NO 2	BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
BY:	BY: Chris Kabourek
NAME: Ryan Duncan	NAME: Chris Kabourek
TITLE: Global Account Manager	TITLE: Interim President
DATE: 08/22/24 | 12:19 CDT	DATE: 08/22/24 | 12:30 CDT
08/22/24 | 07:09 PDT	08/22/24 | 08:47 CDT

INTERNAL USE ONLY
PRO-SERVICE-001299

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	CINTAS	**Contact**	Ryan Duncan
		Email	duncanr@cintas.com

REQUESTING DEPARTMENT	
Participating Campuses	UNMC, UNL, UNO, UNK, UNOP
Administrative Unit/Dept.	P2P
Primary Contact Name	Sydney Zach
Primary Contact Email	sydney.zach@nebraska.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary ***(brief description and/ or event name)***	The entirety of this Uwide contract covers workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Estimated spend over the life of the contract is $2.5M for the University System. The University of Nebraska is the Omnia Partners Lead Agency for this contract. We will receive group-share rebates from the Omnia "WeShare" program, in addition to revenue as a lead agency.				
Purchase Category	Safety				
Total Amount of Spend	2,500,000.00 USD	**Start Date**	Upon Execution	**End Date**	1/31/2033 11:59 PM

BID INFORMATION	
Bid Number	3702-22-4618
Competitive Review Findings	Formal Bid Awarded
Contract Information	this is an OMNIA cooperative contract

University of Nebraska/OMNIA Partners, Public Sector Contract with Cintas Corporation No. 2 under RFP No. 3702-22-4618, Workplace Solutions

This Master Agreement ("Master Agreement") is by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska ("University"), and Cintas Corporation No. 2 ("Cintas" or "Supplier").

This Master Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (referenced herein as "Participating Public Agencies") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

The following documents are incorporated by reference into this Master Agreement:

1. University of Nebraska-Cintas Master Agreement
2. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)
3. Cintas Workplace Solutions RFP Pricing Sheet
4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions
6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

Order of Precedence: Any ambiguity, conflict, or inconsistency between the documents comprising this Master Agreement shall be resolved according to the following order of precedence:

1. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (not applicable to University of Nebraska, only to other Participating Public Agencies)
2. University of Nebraska-Cintas Master Agreement
3. Attachment A
4. Cintas Workplace Solutions RFP Pricing Sheet
5. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
6. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Acceptance Agreements: Sample Acceptance Agreements are attached to this Master Agreement but are not included in the Master Agreement order of precedence as these are exemplars only. The actual Acceptance Agreements signed by Participating Public Agencies may differ, and the precedence of those Acceptance Agreements relative to the Master Agreement is to be determined in accordance with the relevant Acceptance Agreement terms.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have entered into this Master Agreement as of the date set forth below.

Board of Re ersity of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Corp

Signature:

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT

RP

1. University of Nebraska-Cintas Master Agreement

University of Nebraska-Cintas Master Agreement – RFP 3702-22-4618

This University of Nebraska Master Agreement - Expenditure ("Agreement") dated as of the date of the last signature set forth below (the "Effective Date") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and Cintas Corporation No. 2 ("Supplier"). University and Supplier are collectively referred to as "parties."

WHEREAS, the terms and conditions of this Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (each a "Public Agency) through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector ("OMNIA");

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any Public Agency that uses this Agreement through OMNIA's cooperative purchase program (each a "Participating Public Agency"), provided, University shall not be considered a Participating Public Agency;

WHEREAS, each Participating Public Agency shall execute one or more Facilities Solutions Cooperative Acceptance Agreement or Fire Protection Acceptance Agreement (collectively, "Acceptance Agreements"), as applicable, in the then-current format provided by Supplier (sample Acceptance Agreements attached hereto for general reference only);

WHEREAS, such Acceptance Agreements shall continue in force pursuant to their applicable term, notwithstanding the termination or expiration of this Agreement; and

WHEREAS, with respect to each Participating Public Agency subject to the terms and conditions of this Agreement, all references to "University" shall be deemed to refer to each Participating Public Agency except where (1) specifically noted or differentiated herein (including, without limitation, Sections 2, 14 and 46), or (2) where the terms and conditions on their face pertain specifically only to the University of Nebraska (e.g. Nebraska governing law). In the latter case, the intent is to modify such term for each Participating Public Agency as required by law, unless otherwise agreed in the Acceptance Agreement between Supplier and such Participating Public Agency.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Description of Deliverables**. Supplier agrees to provide the services, goods, or both identified in any applicable purchase order or Acceptance Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.

2. **Payment**. In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Participating Public Agencies payment terms, consistent with the Acceptance Agreements, are Net 30. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures provided in writing to Supplier, including those stated within the University of Nebraska Travel Policy (located at https://nebraska.edu/-

/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf).University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.

3. **Purchase Order Requirement**.

a. A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.

b. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party affecting the products and services provided under this Agreement.

4. **Term**. The initial term of this Agreement shall commence on the Effective Date and continue for 5 years thereafter ("Initial Term"). This Agreement may be renewed for an additional 5 year term (the "Renewal Term") by mutual written agreement of the parties. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term."

5. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. **Property Rights.**

a. For purposes of this Section 6, "Intellectual Property" shall mean, whether or not reduced to writing, all copyrights, patent applications, issued patents, including reissues, renewals, continuations, and divisions of the foregoing, know-how, proprietary data, ideas, discoveries, inventions, improvements, technology, trade secrets, methods, procedures, formulae, processes, technical and non-technical data, trade secrets, design rights, trademarks, trade names, trade dress, related source identifiers, works, and other proprietary rights relating to intangible property, and any applications or registrations of the foregoing, any rights arising from registration of any of the foregoing, and any right to sue for past or future infringement of the foregoing.

b. University acknowledges and agrees that, as between the parties, Supplier owns all Intellectual Property that (i) was the property of Supplier prior to the execution of this Agreement and (ii) is independently developed or acquired outside the scope of this Agreement ("Pre-Existing Intellectual Property"). In addition, Supplier shall own any Intellectual Property, developed in connection with this Agreement, that is an improvement of, or direct derivative of, Supplier's Pre-Existing Intellectual Property and know-how.

c. This Section 6.c shall be subject to Section 6.b in all respects. University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination**. In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

a. If University terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience:

7.a.1. Rental Products and Services:

7.a.1.1. If this Agreement is terminated for convenience in the first twelve months of the term, University shall pay as termination charges equal to 52 weeks of rental service.

7.a.1.2. If this Agreement is terminated for convenience in months thirteen (13) through twenty-four (24) of the term, University shall pay as termination charges equal to thirty-nine (39) weeks of rental service.

7.a.1.3. If this Agreement is terminated for convenience in months twenty-five (25) through thirty-six (36) of the term, University shall pay as termination charges equal to twenty-six (26) weeks of rental service.

7.a.1.4. If this Agreement is terminated for convenience after forty-eight (48) months of service, University shall pay as termination charges of thirteen (13) weeks of rental service.

7.a.1.5. University shall also be responsible to return all of the merchandise allocated to such University locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on University's account prior to termination.

First and Aid and Safety: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.

8. **Representations and Warranties**. Supplier warrants that it will convey good title to all direct sale goods, free of all encumbrances. Except as otherwise noted in this Agreement, at the time of delivery (i) all goods delivered shall be free from defects in workmanship, material, and manufacture, (ii) shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, (iii) shall be free from defects in design, and (iv) shall be merchantable. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement. All warranties provided by Supplier shall run to University. Supplier will pass through to University all manufacturer warranties for the materials covered hereunder to the extent Supplier has the right to do so. Supplier does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. The foregoing remedies are in addition to all other remedies University may have at law or in equity. Except for the warranties specifically set forth in this Agreement, Supplier makes no other warranties and disclaims all other warranties, express or implied by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation any warranty of merchantability or fitness for a particular purposes.

9. **Relationship of Parties**. No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability**. To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, to the extent caused by the negligence or willful misconduct of Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance**. Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars ($1,000,000.00) per occurrence, and three million dollars ($3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment**. This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the consent of the other party shall be void.

13. **Amendment**. This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Disputes; Governing Law and Forum**.

A. As pertains solely to disputes between the University and Supplier, this Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by University or by Supplier shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

B. As pertains to disputes between any other Participating Public Agency and Supplier, the dispute shall be resolved consistent with the dispute resolution provisions set forth in the applicable Acceptance Agreement, which calls for binding arbitration, to the extent permitted under applicable law, or, where arbitration is not legally permissible, in accordance with the contracts disputes process required under applicable state law for the Participating Public Agency and, in either case, subject to that state's substantive law. As set forth in the Acceptance Agreement, any such dispute arising from or related to this Agreement shall be determined on an individual, non-class basis, whether in arbitration or in any court, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other legal proceeding with any claim or controversy of any other party.

15. **Conflict of Interest**. Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification**. Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List**. Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act**. Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that

is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at https://statecontracts.nebraska.gov/. It shall be the sole responsibility of Supplier (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Public Records**. Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier agrees to defend any challenge to such requested redactions at its own expense.

20. **Nondiscrimination**. Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

21. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

22. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check

consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

23. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

24. **Logos or University Marks**. Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

25. **Right to Audit Privilege**. The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

26. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

27. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

28. **Compliance**. Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

29. **Pricing and Annual Price Negotiations**. The contract item pricing as set forth in the RFP Pricing Worksheet incorporated herein shall remain firm for the first year of the Agreement. In advance of each contract year anniversary, price adjustments shall not exceed the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items, Unadjusted, for the most recent twelve months for which data that is not subject to revision is available as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any contract item price adjustments will be made to the then-current pricing in effect prior to the adjustment. Non-contract pricing is subject to adjustment by Supplier as described in the RFP Pricing Worksheet. Supplier shall provide at least thirty (30) days' written notice to University prior to the effective date of any increase.

30. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

31. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

32. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

33. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail, overnight courier, or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

34. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

35. **Subcontractors**. Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

36. **Unavailability of Funding**. Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable

compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

37. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University.

38. **Flame Resistant Garments.** University agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). UNIVERSITY ACKNOWLEDGES THAT SUPPLIER HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. SUPPLIER MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH UNIVERSITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. University agrees to notify all employees and other agents of University who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. University acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of University. Further, University releases Supplier from any and all liability to University that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. In addition to the foregoing release, disclaimers, and agreements related to FRC, and to the extent permitted by applicable law, each Participating Public Agency hereby agrees to defend, indemnify and hold harmless Supplier from any claims and damages arising out of or associated with the FRC or resulting from the Participating Public Agency's or its employees' use of the FRC.

39. **High Visibility Garments.** University bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. University acknowledges and understands that the Garments alone do not ensure visibility of the wearer. University further acknowledges that Supplier is relying upon University to determine whether any Garments need repair or replacement to maintain the required level of visibility. Supplier represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. University acknowledges that Supplier has made no other representations, covenants, or warranties, whether express or implied, related to the Garments. Further, University hereby releases Supplier from any and all liability to University that results or might result from the failure of the garments to function per ANSI/ISEA standards. In addition to the foregoing release, disclaimers, and agreements related to the Garments, and to the extent permitted by applicable law, each Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims that result or might result from the failure of the Garments to function per ANSI/ISEA standards.

40. **AED Warranty; AED Release; AED Release and Indemnification.** University acknowledges that all AED purchases, if any, made will be subject to the warranty provided by the manufacturer of the AED and not Supplier. University acknowledges that Supplier makes no warranty, representation or covenant, express or implied, with respect to the AED products. In addition, Supplier warrants that the services performed by it will be performed in a professional, workmanlike manner and will substantially conform to the specifications of the services at the time of performance.

a. As it pertains to University's use of the AEDs, the following shall apply:

40.a.1. RELEASE OF SUPPLIER BY UNIVERSITY. UNIVERSITY RELEASES SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY TO UNIVERSITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS RELEASE INCLUDES BUT (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST SUPPLIER OR ITS REPRESENTATIVES BY UNIVERSITY FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS REPRESENTATIVES.

b. As it pertains to any Participating Public Agency's use of the AEDs, the following shall apply:

40.b.1. RELEASE AND INDEMNIFICATION OF SUPPLIER BY PARTICIPATING PUBLIC AGENCY. PARTICIPATING PUBLIC AGENCY RELEASES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY PARTICIPATING PUBLIC AGENCY OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, PARTICIPATING PUBLIC AGENCY'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR PARTICIPATING PUBLIC AGENCY'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON SUPPLIER'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. PARTICIPATING PUBLIC AGENCY FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE PARTICIPATING PUBLIC AGENCY'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY PARTICIPATING PUBLIC AGENCY'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND PARTICIPATING PUBLIC AGENCY EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Supplier reserves the right to select counsel to represent it in any such action.

41. **Cleanroom Garments**. University will bear the full responsibility for selecting cleanroom apparel appropriate to its application. University hereby releases Supplier from any and all liability to University that results or might result from the failure of the cleanroom garment to function as intended.

42. **Eyewash Services**. The following terms and conditions shall apply to any Self-Contained The Safety Director® Station(s) ("Eyewash Station(s)") and any Eyewash Services (defined below) provided under this Agreement.

a. Service; Frequency. Supplier will provide periodic service visits to perform the actions identified in this Section 42.a ("Eyewash Service"). During each Eyewash Service, Supplier shall confirm the following relating to the Eyewash Station: (a) a sign is still present; (b) deployment manifold with both nozzles is in the upright position and both nozzles are covered; (c) water flows continuously from both nozzles; and (d) deployment occurs upon drop of manifold and water continuously flows without use of hands. Supplier shall also drain water from the Eyewash Station and replace the water with University-supplied potable water and add water additive solution. Upon completion of the Eyewash Service, Supplier shall apply a tamper-evident seal, and date and initial the service tag. Each Eyewash Service will be performed quarterly, with each Eyewash Service being completed within 120 days following the prior Eyewash Service. If University performs its own inspection and/or University identifies any concern with the Eyewash Products, University shall contact Supplier during normal business hours and Supplier will respond to University by the first business day following receipt of notice.

b. Scope and Limitations of Service. With each Eyewash Station, Supplier shall also provide: one stand; one fluid disposal cart; one eyewash identification sign; and one eyewash mat (together, including the Eyewash Station, the "Eyewash Products") The scope of Supplier's responsibilities under this Agreement is limited to delivering the Eyewash Products and performing Eyewash Services. University acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Stations at University's facility. University further agrees that Supplier has no responsibility to monitor the condition of the Eyewash Products between Supplier's periodic service visits. University further acknowledges that it bears sole responsibility for ensuring that Eyewash Stations, Eyewash Products, and other eyewash equipment and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. University expressly acknowledges that the status of the Eyewash Products can change at any time subsequent to a service visit by Supplier and that Supplier is not responsible or liable for any such change in status, including but not limited to any change in signage.

43. **Fire Services.** The following terms and conditions shall apply to any fire protection products and services provided under this Agreement:

a. Inspection. Supplier shall not be responsible for the consequences of University's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies or omissions. Where inspection and/or test services are provided, such inspection and/or test shall be documented on Supplier's then-current form, which shall be given to University, and, where required, Supplier may submit a copy thereof to the local authority having jurisdiction. The report and findings by Supplier ARE ONLY ADVISORY IN NATURE and are intended to assist University in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. It is University's responsibility to provide the Supplier with all municipal specific documentation and to ensure such municipal specific documentation for device certification is on site and available to Supplier at the time of inspection.

b. Deficiencies. REPORTED DEFICIENCIES ARE NOT INTENDED TO IMPLY THAT NO OTHER DEFECTS OR HAZARDS EXIST OR THAT ALL ASPECTS OF THE COVERED SYSTEM(S) ARE UNDER CONTROL AT THE TIME OF INSPECTION. RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE SYSTEM(S) LIES WITH THE UNIVERSITY. University shall promptly notify Supplier of any malfunction which comes to University's attention regarding the Systems.

c. Repair. This Agreement assumes the Systems and related equipment are in operational and maintainable condition as of the Agreement date. If, during the inspection process, Supplier determines that repairs are necessary, Supplier will perform those repairs subject to any applicable Not to Exceed (NTE) Allowance guidelines or notify the University with repair recommendations. Supplier shall have first right of refusal for all recommended repairs authorized by University. Supplier, at its option, may match any quotation provided to University by an alternate Supplier for the repair scope of work or alternate scope of work proposed by an alternate Supplier. Ensuring that recommended repairs are performed is the responsibility of the University. Supplier disclaims any liability which arises from repair recommendations which are not performed.

d. Limited Warranty. Because of the great number and variety of applications for which Supplier's goods and services are purchased, Supplier does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. University is cautioned to determine the appropriateness of Supplier's goods and services for University's specific application before ordering and to test and evaluate thoroughly all goods before use. Supplier warrants that title to all goods sold by Supplier shall be good and marketable. Except for the warranties specifically set forth in this Agreement, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SUPPLIER.

44. **Alarm Monitoring Services.** As it pertains to any Participating Public Agency's use of alarm monitoring services, the terms and conditions set forth in Exhibit A and all attached schedules shall apply. University is not using any alarm monitoring services under this Agreement and in no event shall Exhibit A and all attached schedules apply to University.

45. **Supplier Not an Insurer.** University agrees that neither Supplier nor its contractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. UNIVERSITY ACKNOWLEDGES AND AGREES THAT SUPPLIER AND ITS CONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF UNIVERSITY'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. University acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of University for any losses sustained. Supplier shall not be responsible for any claims of University against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable by University pursuant to this Section. In addition to the foregoing release and agreements, and to the extent permitted by applicable law, Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims of Participating Public Agency against the Subcontractors and for any portion of any loss or damage that is required to be insured, is insured or insurable by Participating Public Agency pursuant to this Section.

University may satisfy its insurance obligations under the first paragraph of this Section 46 through a self-insurance program established under Neb. Rev. St. § 85-1,126 (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Program, the Program shall pay on behalf of University, during any of its fiscal years, all sums for which University shall become legally obligated to pay as damages for liability occurrences, up to the limits of $1,000,000 per liability occurrence and $3,000,000 in the aggregate of liability occurrences in any fiscal year. The Program may be evidenced by a Statement of Self-Insurance Coverage.

46. **Limitation of Liability of Supplier.**

a. As it pertains to University, the following limitation of liability shall apply:

46.a.1. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), UNIVERSITY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO UNIVERSITY, ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES SHALL BE LIMITED EXCLUSIVELY TO $2,000,000; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (2) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, ARISING FROM THE NEGLIGENCE OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (3) AND CLAIMS FOR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PROPERTY ARISING FROM SUPPLIER'S ACTS OR OMISSIONS UNDER THE AGREEMENT. If University wishes to increase the limitation of liability, Supplier and University may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

b. As it pertains to Participating Public Agencies, the following limitation of liability shall apply:

46.b.1. Participating Public Agency acknowledges that Supplier's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Participating Public Agency's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Participating Public Agency or others. Participating Public Agency further acknowledges and agrees that Supplier cannot predict the potential amount, extent, or severity of any damages or injuries that Participating Public Agency or others may incur due to the failure of the goods, systems, or services to work as intended. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), PARTICIPATING PUBLIC AGENCY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO PARTICIPATING PUBLIC AGENCY, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO 25% OF PARTICIPATING PUBLIC AGENCY'S SPEND IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE. If Participating Public Agency wishes to increase the limitation of liability, Supplier and Participating Public Agency may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. PARTICIPATING PUBLIC AGENCY AGREES THAT THE LIMITS ON THE LIABILITY OF SUPPLIER AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN SUPPLIER, PARTICIPATING PUBLIC AGENCY, AND ANY OTHER AFFECTED PARTIES. PARTICIPATING PUBLIC AGENCY ACKNOWLEDGES AND AGREES THAT WERE SUPPLIER TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS AND SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

47. **No Federal Contractor**. As a material condition of this Agreement, University represents and warrants that: (a) University is not an agency or instrumentality of the United States government; and (b) this Agreement does not constitute, and is not entered to support, a federal government contract,

subcontract or third party contract. In the event that this Agreement is considered or alleged to be a federal government contract, subcontract or third party contract, Supplier shall have the option unilaterally to terminate this Agreement without penalty. Further, in no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement in connection with this Agreement, whether as relates to the University or any other Participating Public Agency.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Re[illegible]sity of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Cor[illegible]

Signature:

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT

Notices to the University shall be sent to:

[Name][Department]
[Address]
[City, State, Zip]

With copy to:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

Notices to Supplier shall be sent to:

Cintas Corporation No. 2 – General Counsel
6800 Cintas Boulevard, Mason, Ohio 45262-5737

2. Exhibit A to Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)

Exhibit A
Alarm Monitoring Terms and Conditions

Cintas Corporation No. 2, d/b/a Cintas Fire Protection, and its parents, subsidiaries, and affiliates ("Cintas") agree to perform fire alarm monitoring services and other related services (collectively, "Monitoring Services") for a commercial signaling system ("System") located at the premises listed on Schedule A of this Alarm Monitoring Agreement (the "Premises") at the prices and on the terms and conditions set forth in this Alarm Monitoring Agreement ("Alarm Monitoring Agreement"). In the event of a conflict on inconsistency between terms and conditions in this Alarm Monitoring Agreement and the terms and conditions set forth in the master Agreement between Cintas and Customer, this Alarm Monitoring Agreement shall control with respect to any Monitoring Services.

Customer Name:			Effective Date:	
Monitored Address:		City:	State:	Zip:
Phone:		Fax:		
Contact Name:	Contact Title:		Contact Email:	
Billing Name:	Billing Address:			
City:	State:	Zip:	Billing Phone:	
AP Contact Name:		AP Contact Phone:		
AP Contact Email:			Payment Terms:	
Purchase Order: CHOOSE ONE	Payment Portal:	☐ yes ☒ no	Name of Portal:	

SERVICE	# OF UNITS		PRICE		COST
		x		x 12 =	/year
		x		x 12 =	/year
		x		x 12 =	/year
			TOTAL ANNUAL COST	=	/year
			/one time		
			/one time		
			/one time		
			TOTAL ONE TIME	=	

1. Annual Monitoring Fee. Cintas bills annually for monitoring services. The Customer must pay a one-time service activation fee and the entire annual monitoring fee, both of which are due thirty (30) days prior to the Alarm Monitoring Agreement Effective Date. Upon request to Cintas and Cintas's written approval, Customer may be permitted to pay the annual maintenance fee in periodic payment. If periodic payments are elected, Customer must pay the one-time service activation fee and first periodic payment thirty (30) days prior to the Alarm Monitoring Agreement Start Date. Subsequent periodic payments are due upon receipt of each invoice. Quarterly or monthly payments shall include a surcharge of 4% per payment. For any payment that is not paid within thirty (30)days of the invoice date, Cintas shall be entitled to assess, and Customer shall pay, a service charge of 5% of the amount of the unpaid amount due and a finance charge of 1-1/2% per month on the unpaid amount due. Cintas has the right to increase periodic charges at any time or times (i) after expiration of one (1) year from the Alarm Monitoring Agreement Start Date; provided, that any increase shall not exceed the greater of 6% or the increase in CPI for all urban consumers in the United States for the period since any prior increase and (ii) at any time for any new or increased pass-through fees, costs and expenses.
2. Rented Cintas Net Equipment. For rented Cintas Net units, Cintas shall retain exclusive ownership, title, and control of the Cintas Net units at all times. If repair or replacement of the Cintas Net units is required for any reason other than ordinary wear and tear, the Customer shall pay for any such repair or replacement at Cintas's then-prevailing charges for time and/or material. For purposes of this paragraph, "ordinary wear and tear" does not include obsolete units or units that have reached the end of their useful life.

3. False Alarms. In the event the System is activated for any reason, other than activation caused by Cintas during a service inspection, Customer shall pay or reimburse Cintas for any and all fees, fines, costs, expenses, penalties and other charges assessed against Customer or Cintas pursuant to any law or by any governmental entity, court, or administrative agency.
4. Emergency Contact Information. Customer shall (i) furnish Cintas with all contact information for the Monitoring Services to Cintas in writing, including contact numbers for the person(s) identified by Customer as Customer's emergency contacts ("Customer Contacts") and contact numbers for the responsible police, sheriff, fire, medical, ambulance, guard, patrol, and response services and other governmental, private, or volunteer departments and organizations ("First Responders") requested on the Customer's Contact and First Responder's List, attached as Schedule "B" of this Alarm Monitoring Agreement ("Call List") and (ii) keep all information on the Call List current by submitting any changes in writing to the servicing Cintas location. Customer acknowledges and agrees that no such submission is deemed complete or effective until it receives written acknowledgment from Cintas that the information or changes have been received and entered. Customer further acknowledges and agrees that it has the sole responsibility for determining and providing the proper emergency contact information to Cintas in writing, regardless of whether it has Schedule "B" of the Alarm Monitoring Agreement available. Customer acknowledges that it can contact Cintas if it requires copies of Schedule B to comply with the provisions of this paragraph. Customer further acknowledges and agrees that Cintas has no responsibility for determining, evaluating, or confirming whether the "First Responders" identified are the proper or responsible authority for the Premises in question or whether any of the contact information provided is correct. Customer acknowledges and agrees that Cintas will rely solely upon the contact information provided by customer to perform the Monitoring Services. Customer bears all responsibility in the event that any of the information listed on the Call List is incorrect, inaccurate, expired, or illegible/unintelligible.
5. Term; Renewal. The Term of this Alarm Monitoring Agreement shall match the term of the master Agreement.
6. Cancellation. Customer may terminate this Alarm Monitoring Agreement or the Monitoring Service to any Premises covered by this Alarm Monitoring Agreement for its convenience at anytime with a sixty (60) day advance written notification. With the notice, Customer shall pay to Cintas (i) all charges then due, and (ii) 90% of all periodic payments which would be due for the unexpired term of this Alarm Monitoring Agreement, if this Alarm Monitoring Agreement is terminated, or the unexpired term related to the Premises, as liquidated damages and not as a penalty. Cintas shall have no further obligation to perform Monitoring Services for the Premises on and after the termination date, whether under this Alarm Monitoring Agreement or any obligation at law or in equity. In addition, for rented Cintas Net Units, on and after the last date of Monitoring Services, Customer shall permit Cintas access to the Premises during regular business hours to remove any and all such Cintas Net units. Customer shall pay Cintas $1,500 per Cintas Net unit that is damaged or is determined, in Cintas's sole and absolute discretion, to be not in good and proper working order after it is removed from the Premises.
7. Subcontractors. Cintas may subcontract the services to be performed under this Alarm Monitoring Agreement. Customer acknowledges and agrees that all provisions of this Alarm Monitoring Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Alarm Monitoring Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s)concerning all matters related to this Alarm Monitoring Agreement including, without limitation, Monitoring Services.
8. Monitoring Services. Customer acknowledges and agrees that the scope of the Monitoring Services Cintas has agreed to provide pursuant to this Alarm Monitoring Agreement is limited. For the purposes of this Alarm Monitoring Agreement, Cintas's Monitoring Service personnel ("Operators") will only (i) monitor a computer screen that may display specific codes ("Listed Codes") transmitted by Customer's alarm system at the Premises and/or (ii) monitor incoming telephone calls for voice communications from the Premises requesting assistance ("Voice Communications"), as applicable. Upon receiving Listed Codes or Voice Communications that, in the Operator's sole and absolute discretion, clearly and unambiguously constitute a valid alarm condition or request for assistance, the Operator is only required to communicate electronically and/or telephonically with First Responders or call by telephone the telephone numbers supplied by Customer in writing on the Call List within a reasonable period of time, given the circumstances existing at that time at the monitoring facility and the priority of the Listed Codes and/or Voice Communications. Customer understands and agrees that no Monitoring Services shall or need be rendered for signals received that are not Listed Codes or for Voice Communications that do not clearly and unambiguously request assistance, in Cintas's sole and absolute determination. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or Voice Communication, and prior to contacting and/or telephoning First Responders, Cintas may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises and/or the Customer Contacts (whether by telephone, electronic mail, or other contact information provided by Customer) as frequently as Cintas(in its sole and absolute discretion) deems appropriate to verify the necessity to report the receipt of a Listed Code or Voice Communication to the First Responders and/or the Customer Contacts, and (b) upon receipt of an abort code or Voice Communication from the Premises, the Customer, a Customer representative, a First Responder, and/or a Customer Contact, Cintas may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or advise First Responders of receipt of an abort code or Voice Communication or other communication instructing Cintas and/or First Responders to disregard the receipt of a Listed Code. Customer irrevocably agrees that any person at the Premises, Customer's representatives, and all of the Customer Contacts and First Responders have Customer's authority and consent to instruct Cintas to disregard the receipt of a Listed Code and/or Voice Communication informing of an alarm condition or otherwise requesting assistance. Customer acknowledges and agrees that Cintas has no responsibility for providing, establishing, determining, auditing, or otherwise evaluating in any way the Listed Codes that are provided and/or by Customer's system. Customer, for him/her/itself and as the authorized agent of his/her/its representatives and each person on the Customer's Call List at any time, consents to Cintas (i) calling each such person's cell phone, other mobile

device, or phone of any type; (ii) using automatic dialers; and (iii)using a technology known as "robocalling" (unless such person notifies Cintas that he/she opts out of this clause (iii))

Customer acknowledges and agrees that Cintas's efforts to notify First Responders shall be satisfied by attempting telephone contact with any person answering the telephone at the telephone number(s) provided to Cintas in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice and/or data communications. Customer acknowledges and agrees that in no event is Cintas respons ble for documenting its attempts to make the contact(s) referred to herein; to make any specific number of attempts at such contact(s); or for ensuring or documenting a response to any such attempted contact(s).

If the Premises is/are located in a jurisdiction that requires a personal verified on-site response ("Verified Response") prior to dispatching a Proper Authority, Customer has the sole responsibility to engage a service to provide such Verified Response. All fees, costs, and expenses incurred in obtaining or providing a Verified Response shall be borne solely by Customer. Customer understands and agrees that First Responders may not be dispatched or respond to the Premises after notice to First Responders unless there is independent confirmation of an incident at the Premises, such as an on-site witness's report, that a reason for response exists.

Customer further acknowledges and agrees that (i) all software, hardware, firmware, codes, data, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of, or resulting from execution of this Alarm Monitoring Agreement or the Monitoring Services (collectively, "Intellectual Property") are the sole and exclusive property of Cintas, and Customer has no rights whatsoever in any of the Intellectual Property, and (ii) Cintas shall have the right, in its sole and absolute discretion, to destroy, delete, erase, or otherwise compromise (collectively, "Destruction") the Intellectual Property at any time without notice to Customer. If Cintas receives a written request from Customer to retain any specific Intellectual Property prior to the Destruction thereof, Cintas agrees to use commercially reasonable efforts to store the specific Intellectual Property as requested by Customer on the condition precedent that Customer pay all fees, costs, and expenses of any kind related to the request.

9. Run-Away Systems. If Cintas notifies Customer by telephone, electronically, or otherwise that its System is excessively transmitting signals to Cintas's monitoring facility (a "Run-Away System") and Customer fails to (i) immediately authorize Cintas to provide repair service to the Run-Away System, and (ii) provide reasonable unrestricted access to the Premises and the Run-Away System within four (4) hours after such notice, Customer agrees to pay to Cintas its then-prevailing charges for each signal transmitted to Cintas's monitoring facility by the Run-Away System.
10. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any fire suppression system or alarm system (or components thereof) at the Premises, its fitness for any purpose, or its suitability or effectiveness as designed. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS ALARM MONITORING AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS ALARM MONITORING AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS ALARM MONITORING AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS ALARM MONITORING AGREEMENT, AND CUSTOMER WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
11. **CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees, including, without limitation, those providing monitoring services are insurers and that no insurance coverage is provided by this Alarm Monitoring Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Alarm Monitoring Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of at least two million dollars (U.S.), at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Alarm Monitoring Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any

such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole respons bility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS ALARM MONITORING AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE ALARM MONITORING AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS.

12. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS ALARM MONITORING AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS ALARM MONITORING AGREEMENT OR PERFORMANCE UNDER THE ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, MONITORING OR OTHER SYSTEM(S) OR ANY FAILURE OF THE MONITORING SERVICE FOR ANY REASON WHATSOEVER. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS ALARM MONITORING AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE ALARM MONITORING AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS RESERVES THE RIGHT TO SELECT COUNSEL TO REPRESENT ITSELF IN ANY SUCH ACTION.

13. DISCLAIMER/LIMITATION OF LIABILITY. CUSTOMER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER CINTAS NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS ALARM MONITORING AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE CUSTOMER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) CINTAS AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) CINTAS AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) CINTAS AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR FROM OR RECEIVE ANY DATA AT THE PREMISES OR THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF CINTAS OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF CINTAS OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT, OR BREACH OF THIS ALARM MONITORING AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT

LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF $1,000.00 COLLECTIVELY FOR CINTAS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. IF CUSTOMER WISHES TO INCREASE THE LIMITATION OF LIABILITY, CINTAS AND CUSTOMER MAY NEGOTIATE A SUPPLEMENTAL WRITTEN AGREEMENT TO INCREASE THE LIMIT OF CINTAS'S LIABILITY BUT NO SUCH AGREED UPON INCREASE TO THE LIMIT OF CINTAS'S LIABILITY SHALL BE INTERPRETED TO FIND CINTAS OR ITS SUBCONTRACTORS OR REPRESENTATIVES TO BE INSURERS.

14. Central Control Panel. Customer understands, acknowledges, and agrees that Customer shall provide an undamaged and fully operational System compliant with law including, without limitation, a central control panel compliant with law (the "Panel") useable by Cintas without any cost or expense to Cintas, e.g., if the Panel is programmed with proprietary data and not fully accessible or useable by Cintas, Customer shall promptly have the Panel reprogrammed so that it is fully accessible and useable by Cintas or, if necessary, replaced by Customer or replaced by Cintas at an additional charge to Customer.
15. Communication Path and Signals, Electrical Connections, and Systems. Customer acknowledges and agrees that during the term of this Alarm Monitoring Agreement, it is Customer's sole responsibility to provide and maintain the communication path (e.g., telephone lines, radio signal path, VOIP, etc.) for all monitoring signals. In all cases, Customer acknowledges and agrees that it has the sole responsibility to provide and maintain all required dedicated electrical connections to the System and equipment necessary or as required by applicable local, state, NFPA, insurance, and any other applicable standards and codes. Customer further acknowledges and agrees that Cintas has no responsibility to notify Customer of any failures in the communication path or signals received, including, but not limited to, failures of the System to send any periodic confirmation that the communication path and/or System is operational.
16. NO WARRANTIES OR REPRESENTATIONS BY CINTAS REGARDING SYSTEM. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS HAS NOT MADE ANY REPRESENTATION OR WARRANTIES (EXPRESS OR IMPLIED) TO CUSTOMER OF ANY KIND REGARDING THE SYSTEM AT THE PREMISES IDENTIFIED UNDER THIS ALARM MONITORING AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR ANY PURPOSE, ITS MERCHANTABILITY, OR ITS SUITABILITY OR EFFECTIVENESS AS AN ALARM SYSTEM. UNDER THE TERMS OF THIS ALARM MONITORING AGREEMENT, NEITHER CINTAS NOR ANY SUBCONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE, SERVICE, REPAIR, OR OPERATION OF THE SYSTEM AND SHALL NOT BE LIABLE FOR ANY FAILURE OR MALFUNCTION OF THE SYSTEM TO DETECT AND COMMUNICATE SIGNALS TO THE MONITORING FACILITY.
17. Suspension of Service. Customer agrees that (i) Cintas's obligations hereunder are waived automatically without notice, and (ii) Cintas is released for and from all loss, damage, and expense in the event of a default or breach of this Alarm Monitoring Agreement by Customer or if the monitoring facility, transmission medium between the System and the monitoring facility, or the System are destroyed, damaged, altered, rendered inoperable, or malfunction for any reason whatsoever, for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption upon Customer's request. CUSTOMER AGREES THAT THIS SHALL BE THE LIMIT OF CINTAS'S LIABILITY FOR ANY SUCH EVENT.
18. Delay or Interruption of Service. Cintas and its Subcontractors shall not be liable for delays in or interruption of Monitoring Service caused, in whole or in part, by riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), insurrections, weather, natural phenomena, earthquakes, lightning, storms, power failures, hurricanes, tornadoes, interruption of communications (including, but not limited to, telephone, cable, cellular, satellite, internet, radio service or the malfunction of any or all such communications or communication devices for any reason whatsoever), acts of God, social instability, casualty, governmental orders, laws, rules, regulations, transportation, environmental conditions, or any other causes beyond the reasonable control of Cintas or its Subcontractors ("Force Majeure"), and all Monitoring Services shall be suspended during Force Majeure. Customer acknowledges and agrees that during any interruption of Monitoring Services for any reason including, without limitation, Force Majeure, Cintas has no duty or obligation to notify Customer of any such interruption or to supply Customer with alternative or substitute Monitoring Services, and has no liability for declining or failing to do so.
19. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its employees, invitees, guests, and representatives (individually and collectively, "Any Person"), consents to Cintas and any Subcontractor recording, retrieving, reviewing, copying, disclosing, and/or using the contents of all telephone and other forms of transmission or communication to which Customer and/or Any Person and Cintas or any Subcontractor are parties.
20. Default of Customer. In the event of any default by Customer, without limiting the rights of Cintas under this Alarm Monitoring Agreement or at law or equity, Cintas shall be entitled to retain all prepayments received, and Customer shall immediately pay to Cintas (i) all payments then due and payable, and (ii) ninety percent(90%) of all payments which would be due under this Alarm Monitoring Agreement for the unexpired term as liquidated damages and not as a penalty. In any such event, Cintas shall have no further obligation to perform under this Alarm Monitoring Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Cintas is the substantially prevailing party by judgment, award, finding, or settlement, Customer shall pay directly or reimburse Cintas for all of its costs and expenses, including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.
21. Governing Law. To the greatest extent permitted by law, this Alarm Monitoring Agreement shall be governed by the laws of the Customer is located, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
22. Intentionally Omitted.
23. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

24. Authority to Execute Alarm Monitoring Agreement. Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Alarm Monitoring Agreement have been duly authorized by all necessary entity action(s), and (ii) this Alarm Monitoring Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Alarm Monitoring Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
25. Assignment. This Alarm Monitoring Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Alarm Monitoring Agreement, and it may do so in its sole and absolute discretion. The Alarm Monitoring Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns
26. Waiver. No waiver of any provision of this Alarm Monitoring Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Alarm Monitoring Agreement at any time will be deemed a waiver of any other provision of this Alarm Monitoring Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.
27. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Alarm Monitoring Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Alarm Monitoring Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 1, 5, 6, or 20 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
28. Prior Agreements With Others. Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Alarm Monitoring Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.
29. Updated Terms and Conditions and Policies. Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web portal or other similar mechanism and that these policies are incorporated and made part of this Alarm Monitoring Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web portal, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Alarm Monitoring Agreement and/or use and/or acceptance of the goods and/or services provided under this Alarm Monitoring Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.
30. Internet Services. Cintas grants to Customer a non-exclusive, non-transferable license to use the Cintas portal via the Internet to access, input, delete, and modify Information through the internet related to the Services. Except for Customer's (a) failure to keep confidential all Intellectual Property, passwords, and other information related to the Services, (b) use of the license, the Intellectual Property, or other information related to or used in provision of the Services in any manner that negatively affects Cintas, (c) use of the license, the Intellectual Property, or other information related to or used in provision of the Services for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Alarm Monitoring Agreement. Customer shall be solely and absolutely responsible for any information which it inputs, deletes, or modifies. Customer agrees that upon termination of this Alarm Monitoring Agreement or termination or suspension of the license by Cintas, Cintas may immediately, and without notice, disable Customer's access to the portal and cancel all passwords or other access codes.
31. Cross-Default. If Cintas and Customer are or become parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Alarm Monitoring Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements, permitting Cintas, in its sole and absolute discretion, to exercise any or all of its rights under any or all of such agreements.
32. Electronic Mail Notice. If Customer elects to receive automatic electronic mail notice of certain System events (e.g., the arming or disarming of the System), Customer acknowledges, understands, and agrees that (i) any such notice is conditioned on (a) receipt of the data at Cintas's central station, (b)the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (c) lack of any failure, malfunction, or delay in processing or transmitting the data by Cintas's equipment or software, and (ii) Cintas is released from any liability arising out of or from, resulting from, or arising in connection with the failure, malfunction, or delay of any such notice for any reason, including Cintas's or Representative's sole, joint, or several negligence of any kind or degree.
33. Storage of Agreement and Information. Customer authorizes Cintas to store or retain this Alarm Monitoring Agreement and all information and other written materials on electronic data or other storage media and, in Cintas's sole and absolute discretion, to destroy all written documents or materials which have been stored or retained on electronic data or other storage media.
34. Intentionally Omitted.
35. Consent to Communicate to Others. Customer irrevocably authorizes and consents to Cintas communicating with U.L. (as necessary or appropriate) and Customer's insurance company and/or broker in connection with this Alarm Monitoring Agreement and/or the relationship between Cintas and Customer arising out of or from or as a result of this Alarm Monitoring Agreement; provided, that Cintas shall not be obligated or required to communicate with any other person or

entity including, without limitation, U.L. and Customer's insurance company or broker, and all such communication shall be in Cintas' sole and absolute discretion. Customer agrees that all such communications or failures to communicate shall not result in any liability of Cintas or Representatives. No third party including, without limitation, U.L. and Customer's insurance company and broker, are third-party beneficiaries of this section.

36. Taxes. Customer shall pay, remit to Cintas, or reimburse Cintas for all sales, use, value added, and any and all similar taxes (including any tax liability, interest, penalties, costs and expenses including, without limitation, reasonable attorneys', consultants', accountants', and other professional fees).
37. Time. The parties agree that time is of the essence of this Alarm Monitoring Agreement.
38. Video Systems. If the System records and/or transmits video images and/or audio, electronic, or the other forms of communication, Customer represents, warrants, covenants, and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras, audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband (or similar transmission rate connectivity) exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security, surveillance, and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

    Customer understands and agrees that (i) a video and/or audio system enables Customer and/or Cintas to record, store, and review images and/or communications of people on the Premises and outside of the Premises, and Customer agrees, authorizes, and consents to Cintas recording, storing, and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images, and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Cintas is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid electronic mail, text, or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Cintas are subject to all of the paragraphs of this Alarm Monitoring Agreement, including (but not limited to) paragraphs 11, 12, and 13, entitled "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release and Indemnification of Cintas by Customer." and "Limitation of Cintas's Liability; Liquidated Damages," respectively.

39. Mutual Drafting and Understanding of Alarm Monitoring Agreement. The parties acknowledge and agree that this Alarm Monitoring Agreement and all of its terms and conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Alarm Monitoring Agreement for purposes of interpretation, application, construction, or construing of the Alarm Monitoring Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Alarm Monitoring Agreement and that they have read and understand all of the terms of this Alarm Monitoring Agreement.
40. Entire Agreement; Modifications. This Alarm Monitoring Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Alarm Monitoring Agreement are of no force or effect. No modification or amendment to this Alarm Monitoring Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 29 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Alarm Monitoring Agreement that contains different or additional terms or that purports to modify or amend the terms of this Alarm Monitoring Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Alarm Monitoring Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Alarm Monitoring Agreement. Acceptance or acquiescence in a course of performance rendered under this Alarm Monitoring Agreement shall not be relevant to determine the meaning of this Alarm Monitoring Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
41. Customer's Acceptance by Allowing Performance. Customer agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Alarm Monitoring Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Alarm Monitoring Agreement and all of its terms and conditions.
42. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.

    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE,

CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.

b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

c. **Fees**. If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.

d. **No Class Actions in Arbitration or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.

f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.

43. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

44. **Customer Funding Source**. Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?

___No

___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

45. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

___ No additional terms needed

___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

NOTICE TO CUSTOMER. BY AGREEING TO THIS ALARM MONITORING AGREEMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 10-13 AND 15

OF THIS ALARM MONITORING AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

CUSTOMER:

Cintas Loc. No: _____Please Sign
Name_____

By: _____Please Print Name
_____

Title: _____Please Print
Title_____

Accepted-GM:
_____Email
_____

SCHEDULE A

Alarm Monitoring Service Agreement

Monitored Premises Address List

SITE	SITE NAME	SITE ADDRESS	CITY	STATE	ZIP	PHONE
1						
2						
3						
4						
5						
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SCHEDULE B

Alarm Monitoring Service Agreement

Customer Contact List and First Responders List

Customer Name:			Effective Date:	
Monitored Address:		City:	State:	Zip:
Phone:		Fax:		
Contact Name:	Contact Title:		Contact Email:	
Billing Name:	Billing Address:			
City:	State:	Zip:	Billing Phone:	
AP Contact Name:		AP Contact Phone:		
AP Contact Email:			Payment Terms:	
Purchase Order:	Payment Portal: ☐ yes ☐ no		Name of Portal:	

Enter Telephone Contact Numbers for Desired Customer Contacts Below:
NOTE: Each Call List contact must have a distinct passcode.

CONTACT NAME	CELL PHONE #	LANDLINE PHONE #	PASSCODE

Enter Telephone Contact Numbers for First Responder Agencies Below:
NOTE: Cintas has no responsibility for determining or verifying whether the agencies, first responders, or the numbers you provide below are the proper authorities or first responder agencies for the jurisdiction where the Premise(s) are located.

AGENCY TYPE	FIRST RESPONDER AGENCY NAME	AGENCY PHONE #
Fire		
Medical		
Police		
Other		

3. Cintas Workplace Solutions RFP Pricing Sheet

University of Nebraska Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for University of Nebraska items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost	Estimated Usage per Year
1.	PR	Coveralls, 65% Polyester - 35% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	912	36-56, 40-52 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
2.	PR	Coveralls, 65% Polyester - 35% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors Dark Blue Orange.	912	36-56, 40-52 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
3.	PR	Coveralls, 100% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
4.	PR	Coveralls, 100% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
5.	EA	Shirts, 65% Polyester - 35% Cotton, Long Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg and Long	[redacted]					1
6.		Shirts, 65% Polyester - 35% Cotton, Short Sleev 7 button closure wi h top button snap, 2 breast pockets wi h button down flaps, Men's and Women's Styles. Colors Light Blue, Whi e, Na Blue, Postman Blue, Forest Green, Orange, Kha , Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg d Long						1
7.	EA	Shirts, 100% Cotton, Long Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Traffic Orange.	330	S-3XL	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
8.	EA	Shirts, 100% Cotton, Short Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Navy Blue, Postman Blue, Forest Green, Traffic Orange.	330	S-3XL	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
9.	EA	Shirts, Polo, 100% Spun Polyester Knit pique, hemmed sleeve, no curl collar, soil release, moisture management, 3 tortoiseshell type buttons. Colors Determined upon award.	275	S-5XL, L-5XL Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
10.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Long Sleeve. Colors Determined upon award.	259	S-5XL, L-5XL Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	3065
11.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Short Sleeve. Colors Determined upon award.	259	S-3XL	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
12.	EA	Jacket, Industrial, Zipper Closure. Colors Dark Blue, Hunter Green.	970	XS-4XL, S-4XL Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
13.	PR	Pants, 65% Polyester - 35% Cotton, perma press, zipper fly with button closure, 4 lined pockets, five (5) 1-1/2" belt loops. Men's and Women's (women's elastic waist shall be optional). Colors Dark Blue, Hunter Green, Charcoal, additional colors determined upon award.	945	28-50	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
14.	PR	Pants, 100% Heavyweight Denim Cotton, two (2) lined 6" deep front pockets, 2 rear lined pockets, 1 watch pocket, seven (7) 2" belt loops, pre-washed/shrunk, zipper fly with metal post closure, Dickies or equal, Men's and Women's styles (women's elastic waist shall be optional). Colors Dark blue, Hunter Green, Charcoal.	340	28-56	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
15.	PR	Pant, Painters, 100% Cotton. Color White	945	30-50	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1

16	EA	Lab Coat, Industrial, 65% Polyester 35% Cotton, Long Sleeve 2 pockets button down Color White	72174	XS-6XL	[redacted]						
17	EA	**Patches - University Seal, Cloth, 4" Diameter, stiff backing, sewn onto left shoulder of all shirts and coveralls**	N/A	N/A	[redacted]						1
18	EA	**Patches - Department Logos, cloth, 3" Diameter, stiff backing, sewn onto right shoulder of all shirts and coveralls**	N/A	N/A	[redacted]						1
19	EA	**Patches - Park & Recreation, Cloth, 6-1/4" x 4", white background and green lettering and embroidered design per attached example, sewn on left sleeve of shirts and jackets.**	N/A	N/A	[redacted]						1
20	EA	Patches - Name Cloth, 1-1/2" x 3-1/2", stiff backing. Sewn approximately 3/4" above wearer's left pocket of all shirts and coveralls	N/A	N/A	[redacted]						1
21	EA	Bath Towels, Absorbent white, cotton, loop weave approximately 20" x 40"	TBD	N/A	[redacted]						1
22	EA	Dish Towels, White Cotton or Microfiber approximately 12" x 20"	2700	N/A	[redacted]						1
23	EA	Shop Towel, Standard, Reusable Industrial, 100% cotton, minimum 15" x 17", orange, free of metal cuttings or shavings	2160	N/A	[redacted]						169660
24	EA	Floor Mats 3' x 4', rubberized backing, good quality black, gray or brown	843XX	N/A	[redacted]						1
25	EA	Floor Mats, 3' x 5', rubberized backing, good quality, dark blue or black, grey or brown	843XX	N/A	[redacted]						117
26	EA	Floor Mats, 3' x 10', rubberized backing, good quality, dark blue or black, grey or brown	840XX	N/A	[redacted]						1147
27	EA	Floor Mats 4' x 6', rubberized backing, good quality, dark blue black mocha, grey or brown.	844XX	N/A	[redacted]						396
28	EA	Anti-Fatigue Mats 2 ½' x 5', nitrile rubber, black	1801	N/A	[redacted]						1
29	EA	Scraper Mats, 3' x 5', skid resistant, black	2477	N/A	[redacted]						1
30	EA	Safety Mats 3' x 5'	84302	N/A	[redacted]						1
31	EA	Flow-Thru Shower Mat 3' x 5', rubber, slip resistant, black	1810	N/A	[redacted]						1
32	EA	Prep charges per shirt, coveralls and jacket for removal and reapplication of patches & emblems to garment based on size color change, or from short sleeve to long sleeve garment permitted one-time per year per employee	One Time Cost	N/A	[redacted]						N/A
					GRAND TOTAL:						

***We have included the last replacement rates for each of the items listed. Purchase rates for garments listed are for garments that meet the required specifications but are not manufactured for an industrial wash.*

**** Most products available in multiple colors and size options*

University of Nebraska Pricing - University Owned

	U/M	Description	Unit Cost	Extension	Estimated Usage per Year
	EA	Weekly laundering of University-Owned Jacket, if required.	[redacted]		1
	EA	Weekly laundering of University-Owner Safety Vests, if required.	[redacted]		1
	EA	Application/Sewing of University-Provided Patches to Contractor-furnished clothing , if required.	[redacted]		1

Cintas has the ability to apply emblems but the pricing will be determined on a case by case basis.

University of Nebraska Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage Per Year**
Anti - Fatigue Mats	[redacted]	[redacted]	1
Scraper Mats	[redacted]	[redacted]	1147
Safety Mats	[redacted]	[redacted]	1
Flow - Thru Shower Mats	[redacted]	[redacted]	1
Bar Mats	[redacted]	[redacted]	1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

University of Nebraska - Towels & Linens

Instructions Provide the percentage discount off a verifiable price ist for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage Per Year**
Table Linens & Napkins	[redacted]	[redacted]	1
Bed Linens	[redacted]	[redacted]	1
Towels and Wiping Cloths	[redacted]	[redacted]	1
Industrial Towels	[redacted]	[redacted]	1
Towel Cans	[redacted]	[redacted]	1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.
****N/A denotes products that Cintas does not rent.***

University of Nebraska Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage per Year**
Treated Dust Mops	[redacted]	[redacted]	1
Wet Mops			1
Handles for Mops			1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

University of Nebraska Pricing - Safety Supplies

Description	U/M	Unit Cost	Make/Model of Quote Item	Estimated Usage Per Year	Notes | Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA	[redacted]	9314	1	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA		9312	1	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA	$	9326	1	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA	$	280020	2	
Burn Relief Packet/6PK	BAG	$	163050	1	
Woundseal Pour Pack (2)	EA	$	1030300	2	
Allergy Relief Tablet Med	BX	$	119260	4	
Aleve Small	BAG	$	121220	1	
Dayquil Severe Small	BAG	$	573772	1	
Mucinex Small	BAG	$	79191	1	
Ibuprofen Tabs Small	BX	$	111929	1	
Ibuprofen Tabs Medium	BX	$	111989	1	
Ibuprofen Tabs Large	BX	$	111999	1	
Cold Relief Max/Str Small	BX	$	113029	1	
Cold Relief Max/Str Medium	BX	$	112039	1	
Liquid Bandage Small	BAG	$	12221	1	
Tweezers, Metal IND/3PK	PAC	$	150110	2	
Hand Sanitizer Small	BAG	$	51030	1	
Eyewash, 1/2oz medium	BX	$	130100	1	
Glucose, Small	PAC	$	122249	1	
Lipaid, Small	BAG	$	102435	1	
Biofreeze Muscle Relief, Small	BAG	$	102640	1	
Anti-Diarrheal Caplets, Small	BX	$	119250	1	
X-Long Bandage Medium	BX	$	43729	1	
Cool & Soothe 6/BOX	BX	$	164010	1	
Pain Away X-Strength Small	BAG	$	111659	1	
Waterproof Clear Strips	BX	$	43658	1	
Elastic Strip Medium	BX	$	44269	1	
Aspirin Org St. 50 CT	BX	$	111230	1	
Thera Tears Small	PAC	$	130000	1	
Triple Antibiotic Ointment Medium	BX	$	100019	1	
Large Patch 2"x3", Medium	BX	$	44429	1	

University Pricing - Category & Other Discounts

Category	Discount (% from published /book rate)	Verifiable Published Price List ID	Comments
Uniform Rental	See column D&E	[redacted]	[redacted]
Uniform Leasing			
Uniform Purchase			
Shoe Purchase			
Mat/Mop Rental			
Mat/Mop Leasing	Service not available		
Mat/Mop Purchase	See column D&E	[redacted]	
Restroom Supplies			
Restroom Services			
Deep Cleaning Services			
First Aid/Safety Supplies		[redacted]	[redacted]
AEDs			
Fire Protection Services		[redacted]	[redacted]
Promotional Produ		[redacted]	[redacted]
Miscel aneous			
Other			
Additional Discounts Offered	Please see details above by product category		
Volume Discount			
Ecommerce Rebate			
Sole Vendor Dicsount			
Other			

University of Nebraska Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	***Please see "University Pricing - Discounts" tab for details by product category***
Catalog(s) Name: *Catalog(s) Name:* *Online Catalog Website:*	
Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment heat s aled or ewn.	
R mova of patc es and embl ms from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	

Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Premium Charge	$
Uniform Advantage	
Emblems	
Emblem/Prep Advantage	
Minimum Stop	$

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.
Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.
One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.
The program will be communicated to the local sales force via a "Program Requirements Document" which will contain details of the program. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.
Describe how rental uniforms are amortized and how Replacement Charges are calculated.
If Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values. Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."
Describe how emergency requests for uniforms are handled.
Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

****Cintas proposed pricing is structured to allow any participating agency, regardles of size, volume etc. to benefit from the same competitive and consistent rates.***

National Pricing - Uniforms

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-5,000 shirts = X% off each shirt; 5,001-10,000 shirts = X% off each shirt, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*		**Purchase** *indicate if Purchase is not available in a category with "n/a"*	
	Regular Size	**Extended Size**	**Regular Size**	**Extended Size**
Industrial Wear				
Belts	Please see University Pricing - Discounts Tab for details by product category			
Coveralls				
Jackets				
Pants				
Shirts				
Shorts				
Safety and Protective Wear (including Flame Resistant clothing)				
Boots	Please see University Pricing - Discounts Tab for details by product category			
Coveralls				
Jackets				
Pants				
Shirts				
Arc Suit				
Vests				
Caps and Headwear				
Corporate Casual Wear				
Accessories	Please see University Pricing - Discounts Tab for details by product category			
Belts				
Dresses				
Jackets				
Pants				
Polo's and T-shirts				
Sweatshirts				
Shirts				
Skirts				
Slacks				
Sweaters				
Vests				

Executive Wear	
Accessories	Please see University Pricing - Discounts Tab for details by product category
Belts	
Blazers	
Blouses/Tops	
Dresses	
Jackets	
Neckwear	
Pants	
Shirts	
Skirts	
Slacks	
Sweaters	
Vests	
Healthcare	
Lab Coats	Please see University Pricing - Discounts Tab for details by product category
Scrubs, top	
Scrubs, pant	
Chef and Kitchen Wear	
Aprons	Please see University Pricing - Discounts Tab for details by product category
Caps and Headwear	
Chef Coats	
Neckwear	
Chef Pants	
Shirts	
Food Service	
Aprons	Please see University Pricing - Discounts Tab for details by product category
Belts	
Blouses/Tops	
Caps and Headwear	
Shirts	
Pants	
Shorts	
Skirts	
Housekeeping	
Aprons	Please see University Pricing - Discounts Tab for details by product category
Dresses	
Pants	
Shirts & Tunics	

Outerwear				
Caps and Headwear	Please see University Pricing - Discounts Tab for details by product category			
Coats				
Gloves				
Jackets				
Sweat Shirts				
Swimwear				
Other:				
Laundry Racks	Please see University Pricing - Discounts Tab for details by product category			
List other product categories not listed above and their corresponding discount				

All products and services are available to the University of Nebraska
State the name of the Price List from which discounts shall be taken: TBD
Submit instructions on accessing your on-line Price List or Catalog with your proposal.

National Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Anti - Fatigue Mats		
Scraper Mats		
Safety Mats		
Flow - Thru Shower Mats		
Bar Mats		
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

National Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Treated Dust Mops	[redacted]	[redacted]
Wet Mops		
Handles for Mops		
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size volume etc.

National Pricing - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Table Linens & Napkins	[redacted]	[redacted]
Bed Linens		
Towels and Wiping Cloths		
Industrial Towels		
Towel Cans		
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

National Pricing - Safety Supplies

Description	U/M	[redacted]	Make/Model of Quote Item	Notes | Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA		9314*	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA		9312*	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA		9326*	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA		280020	
Burn Relief Packet/6PK	BAG		163050	
Woundseal Pour Pack (2)	EA		1030500	
Allerrx Relief Tablet Med	BX		119260	
Aleve Small	BAG		121220	
Dayquil Severe Small	BAG		573772	
Mucinex Small	BAG		79191	
Ibuprofen Tabs Small	BX		111929	
Ibuprofen Tabs Medium	BX		111989	
Ibuprofen Tabs Large	BX		111999	
Cold Relief Max/Str Small	BX		113029	
Cold Relief Max/Str Medium	BX		112039	
Liquid Bandage Small	BAG		12221	
Tweezers, Metal IND/3PK	PAC		150110	
Hand Sanitizer Small	BAG		51030	
Eyewash, 1/2oz medium	BX		130190	
Glucose, Small	PAC		122249	
Lupaid, Small	BAG		102425	
Biofreeze Muscle Relief, Small	BAG		102640	
Anti-Diarrheal Caplets, Small	BX		119250	
X-Long Bandage Medium	BX		43729	
Cool & Soothe 6/BOX	BX		164010	
Pain Away X-Strength Small	BAG		111659	
Waterproof Clear Strips	BX		43658	
Elastic Strp Medium	BX		44269	
Aspirin Org St. 50 CT	BX		111230	
Theri Tears Small	PAC		130000	
Triple Antibiotic Ointment Medium	BX		100819	
Large Patch 2"x3", Medium	BX		44429	

		[redacted]
Uniform Rental	See column D&E	
Uniform Leasing		
Uniform Purchase		
Shoe Purchase		
Mat/Mop Rental		
Mat/Mop Leasing	Service not available	
Mat/Mop Purchase	See column D&E	
Restroom Supplies		
Restroom Services		
Deep Cleaning Services		
First Aid/Safety Supplies		
AEDs		
Fire Protection Services		
Promotional Products		
Miscellaneous		
Other		
Additginal Discounts Offered	Please see details above by product category	
Volume Discount		
Ecommerce Rebate		
Sole Vendor Dicsount		
Other		

National Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	***Please see "University Pricing - Discounts" tab for details by product category***
Catalog(s) Name: _____ *Catalog(s) Name:* *Online Catalog Website:*	
Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment heat s aled or ewn.	
R mova of patc es and embl ms from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	
Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Premium Charge	$
Uniform Advantage	
Emblems	
Emblem/Prep Advantage	
Minimum Stop	$

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.
Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.
One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.
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Items not specifically listed in catalogs are available under the contract as "specialty items."

4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation

Separately Attached.

5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Separately Attached.

6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

ATTACHMENT A

OMNIA®
PARTNERS

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

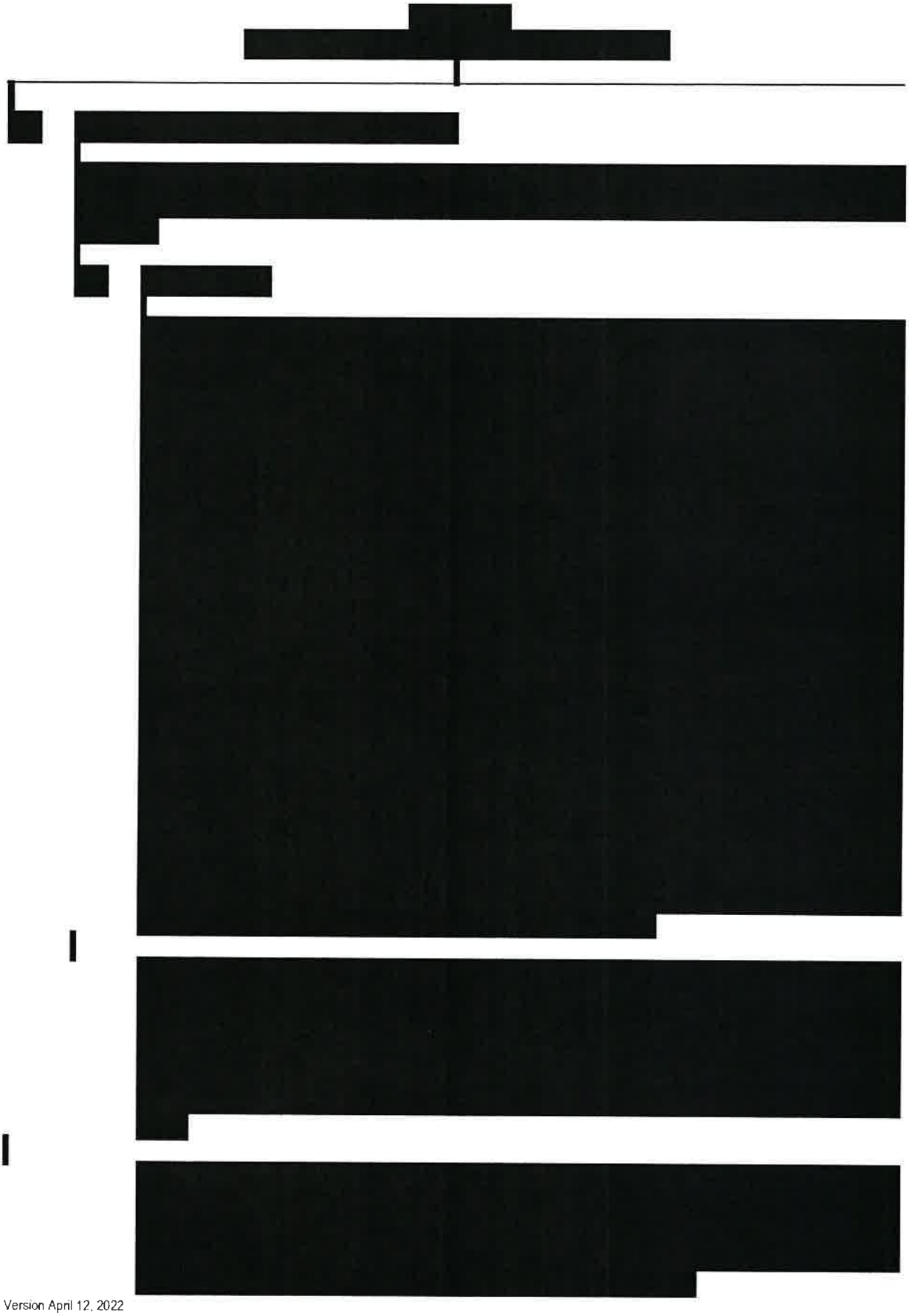
Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement



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These requirements are incorporated into and are considered an integral part of this

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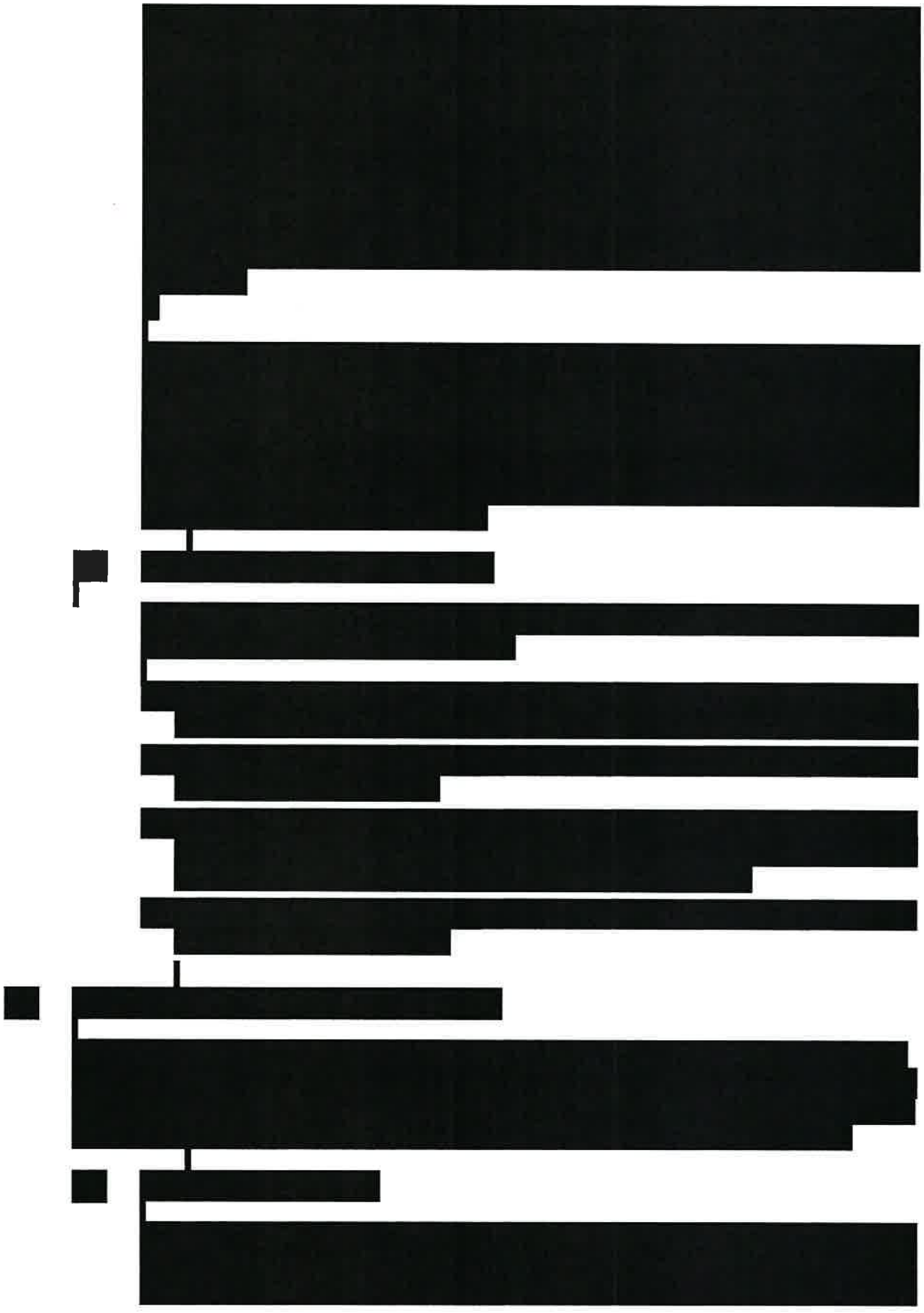

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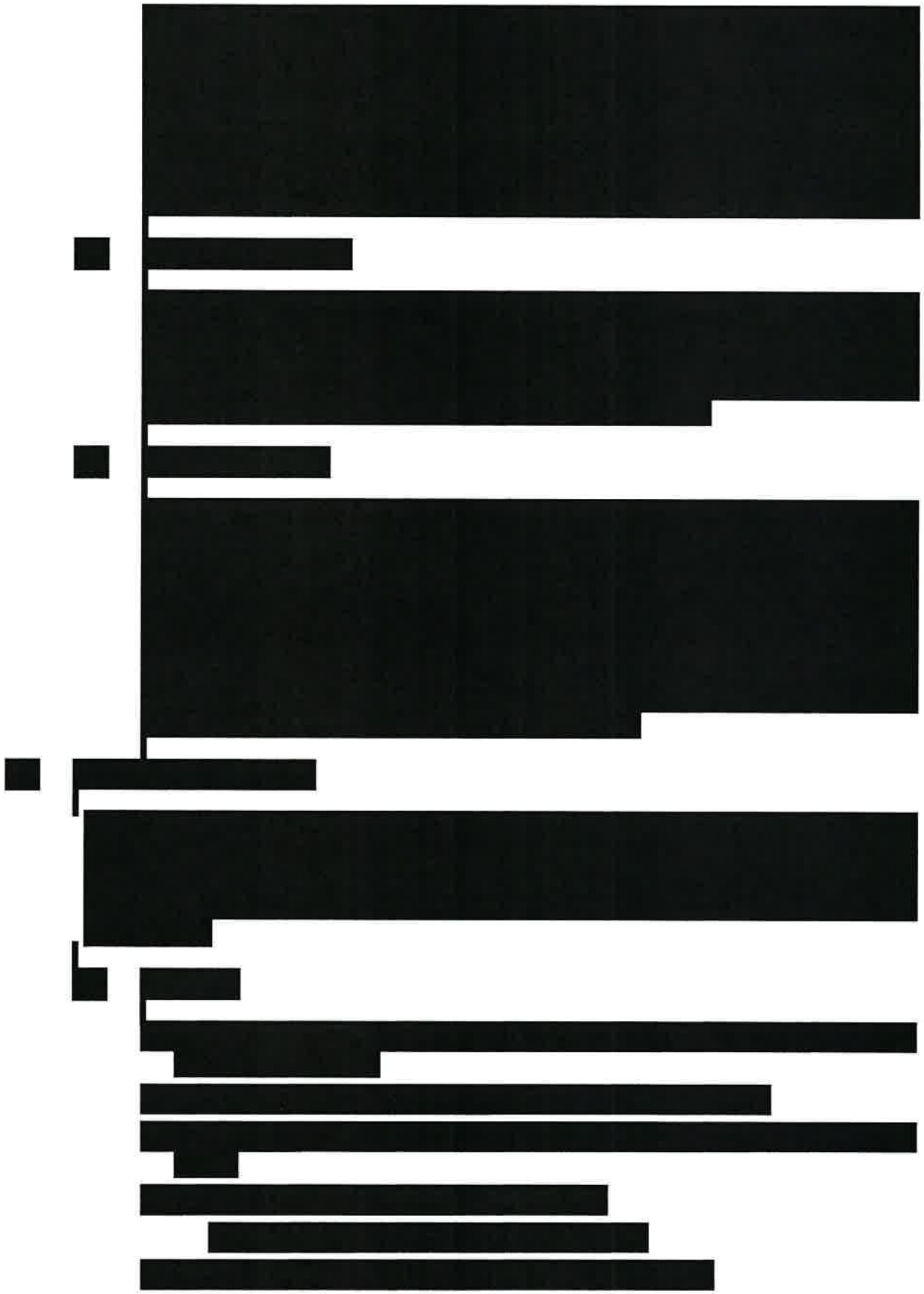

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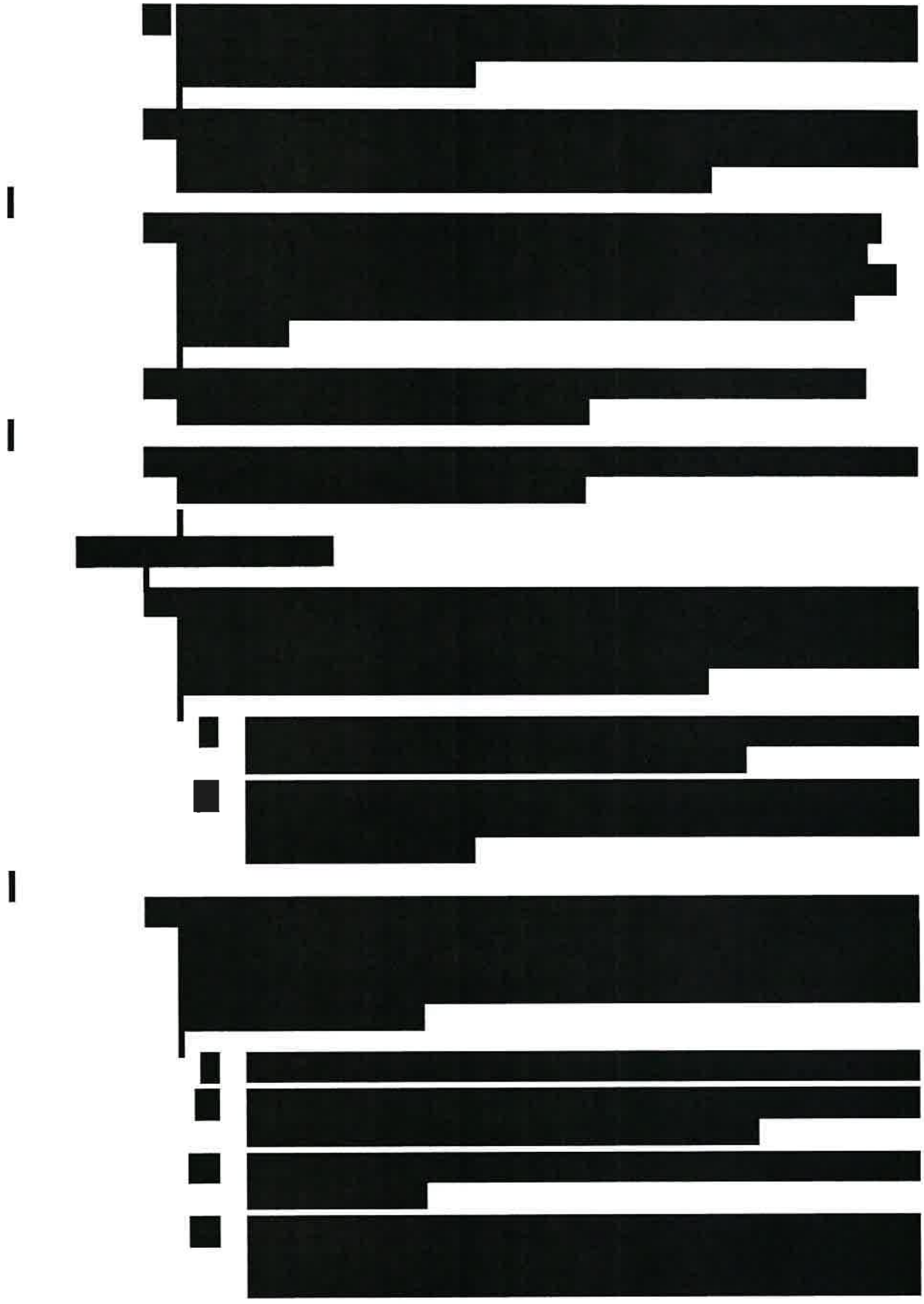







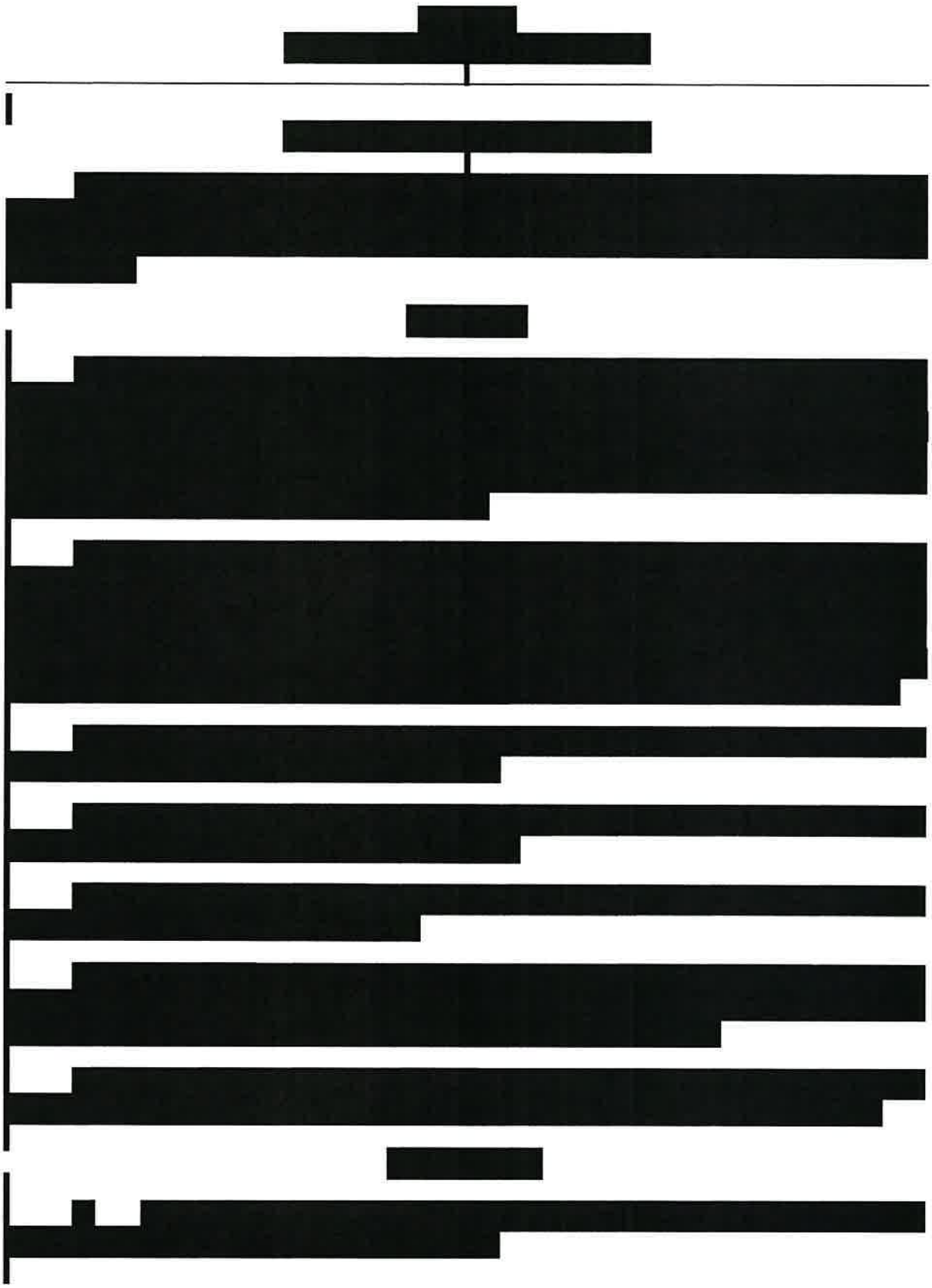

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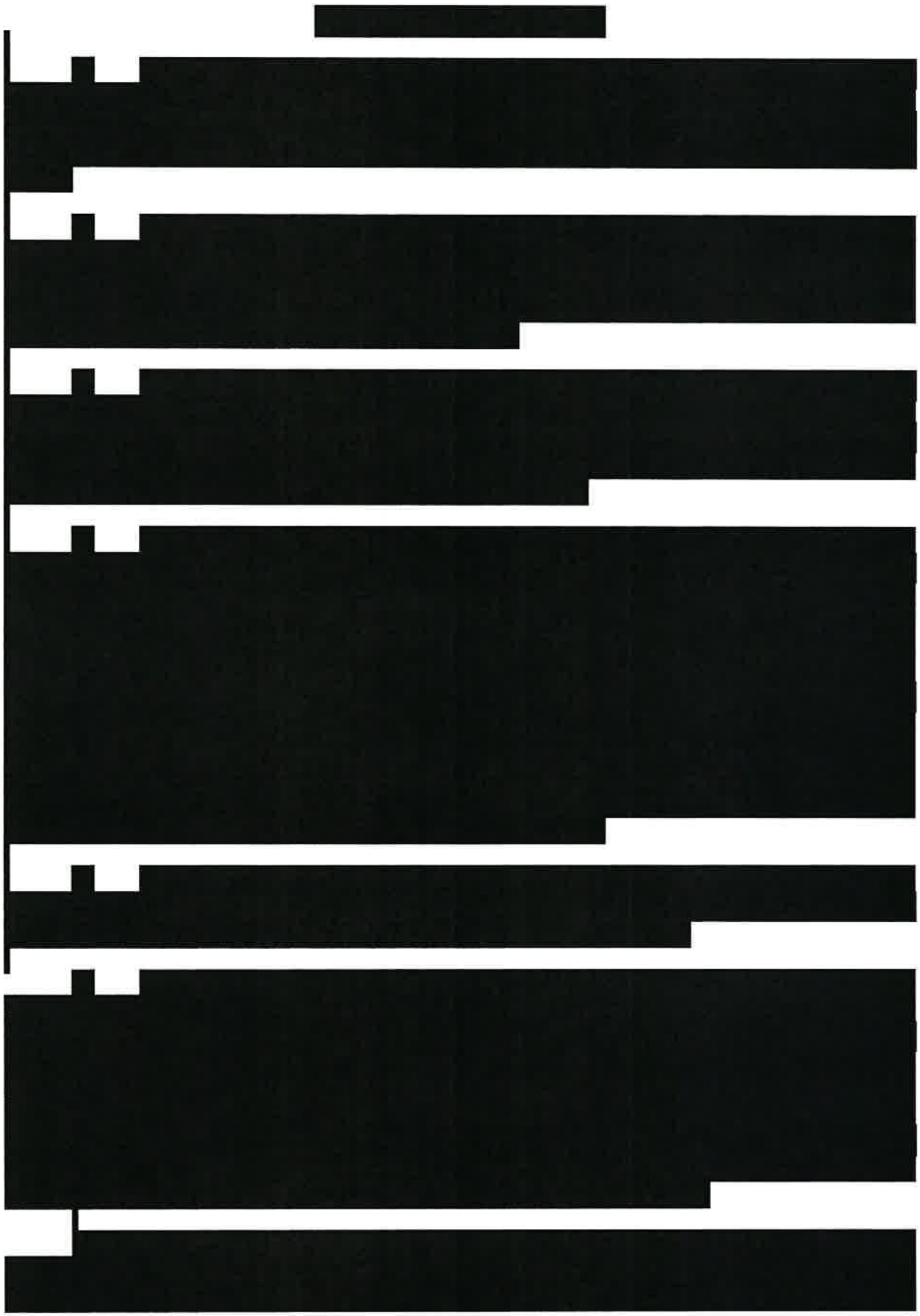

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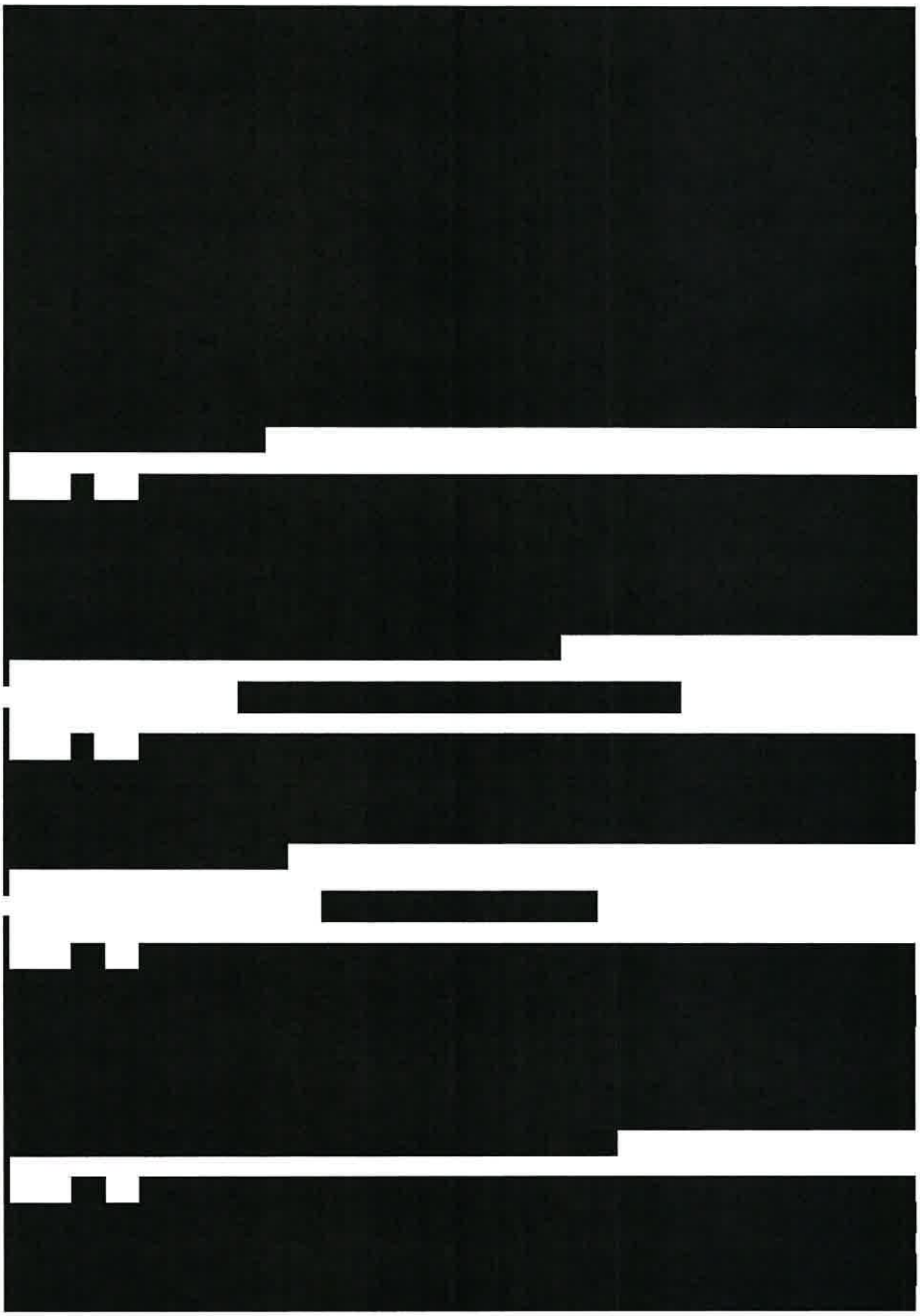

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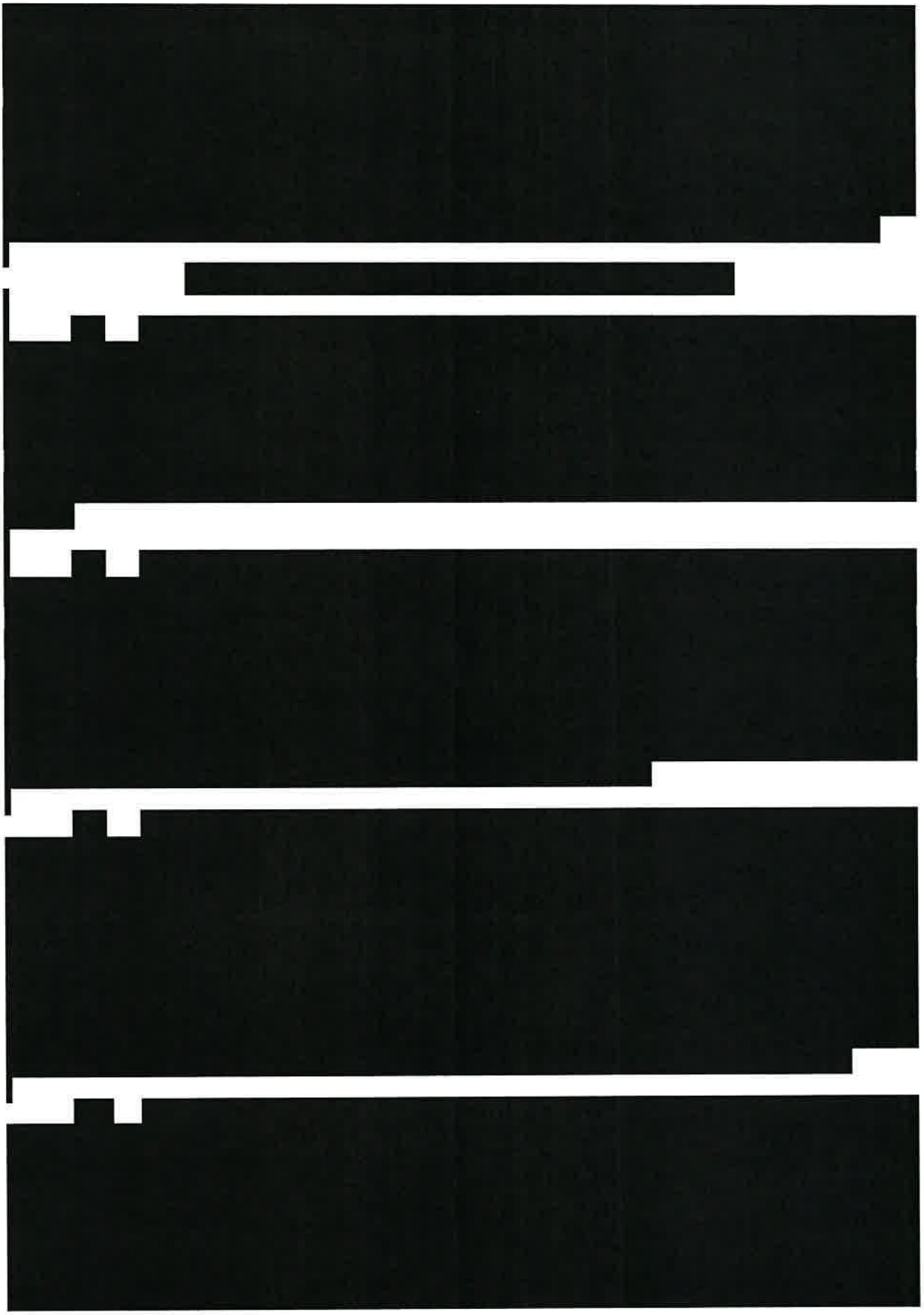

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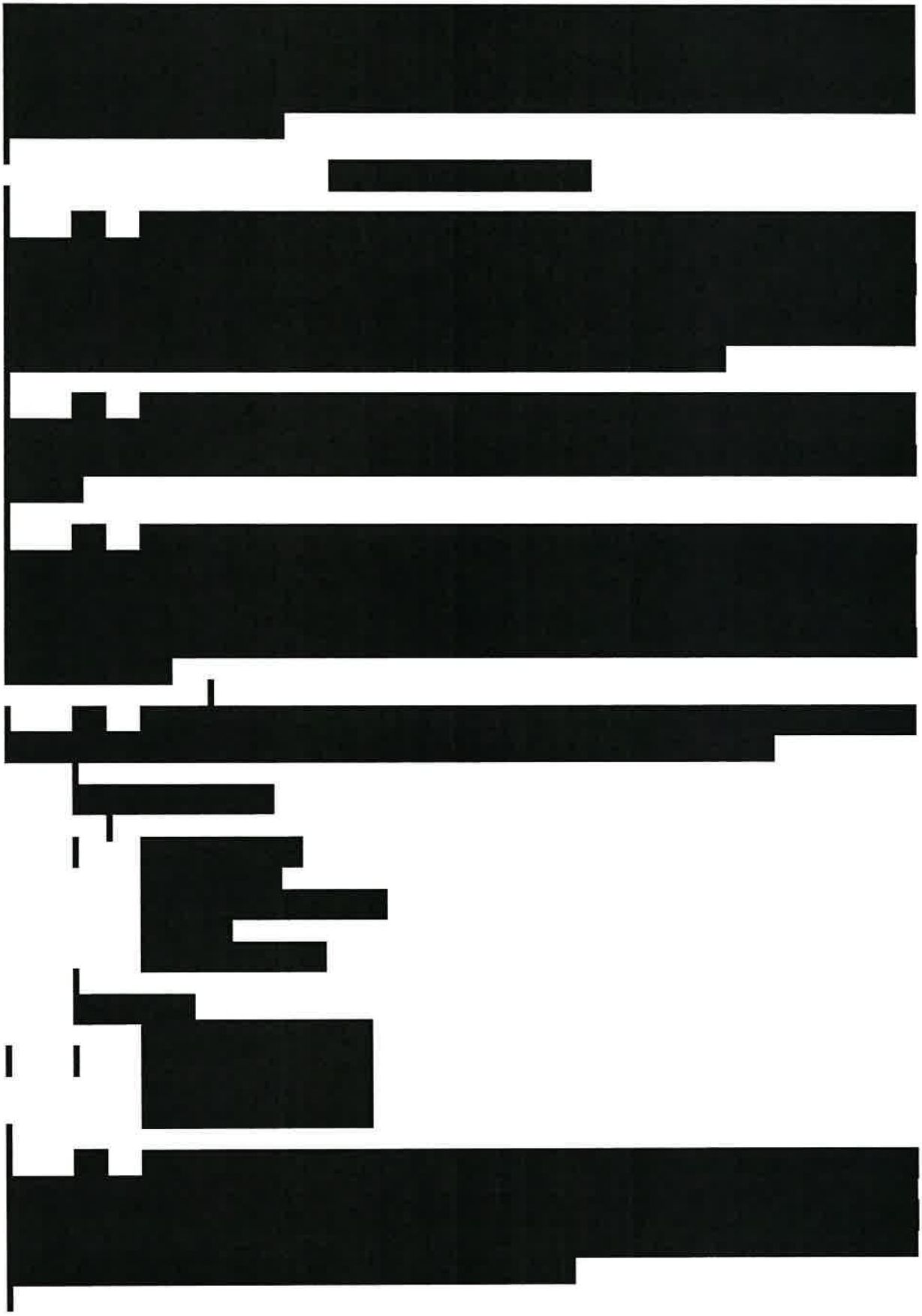

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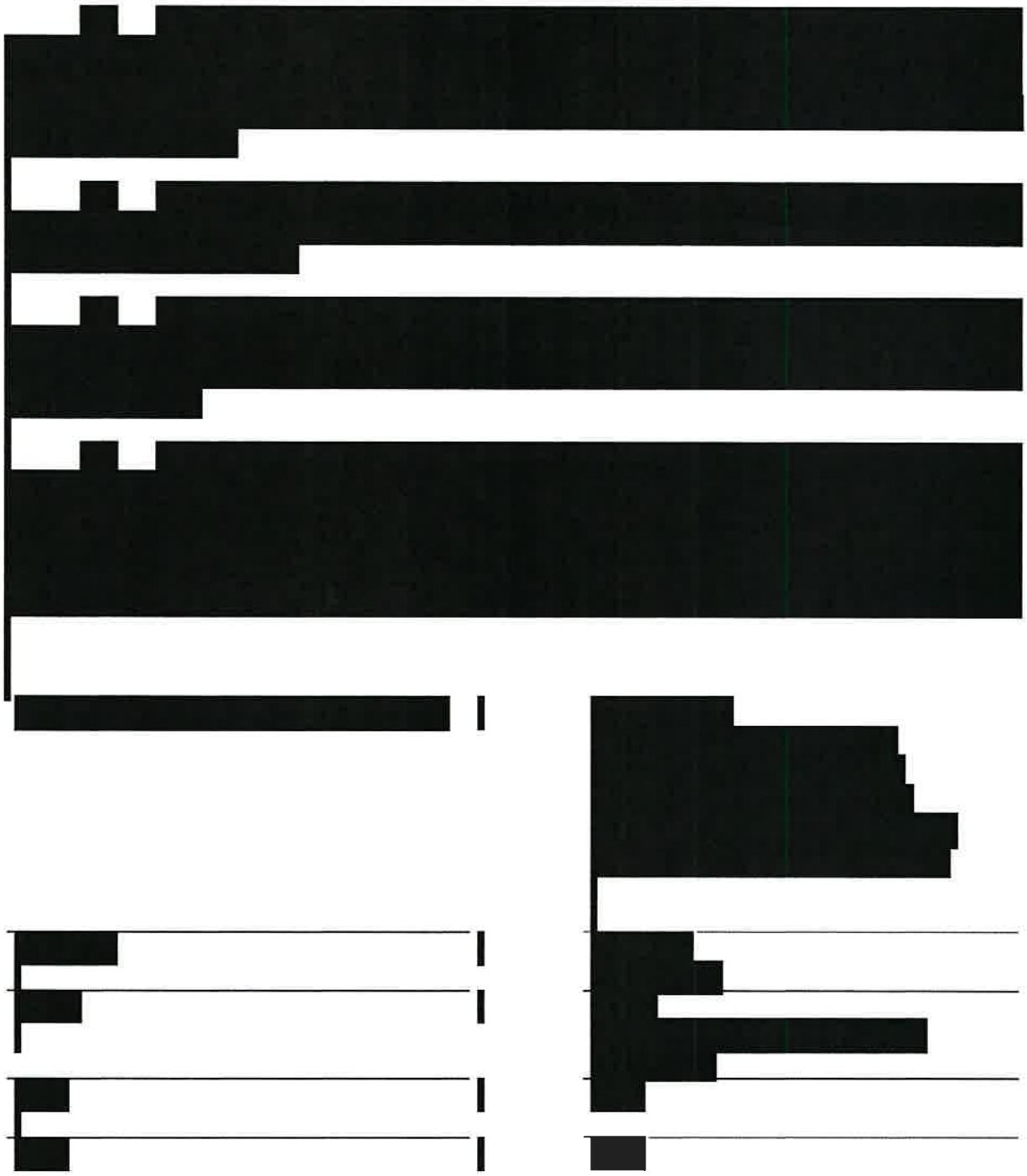



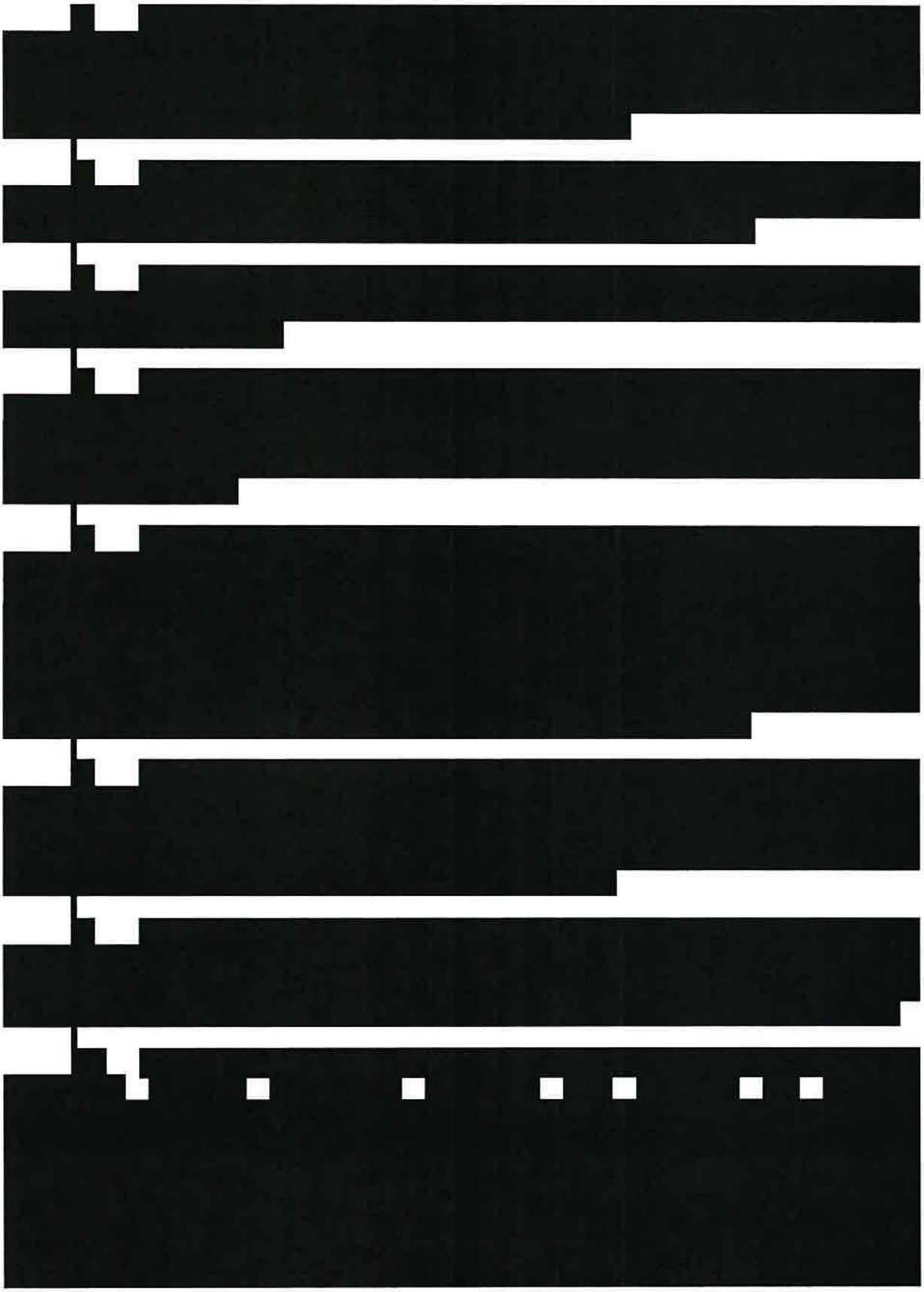

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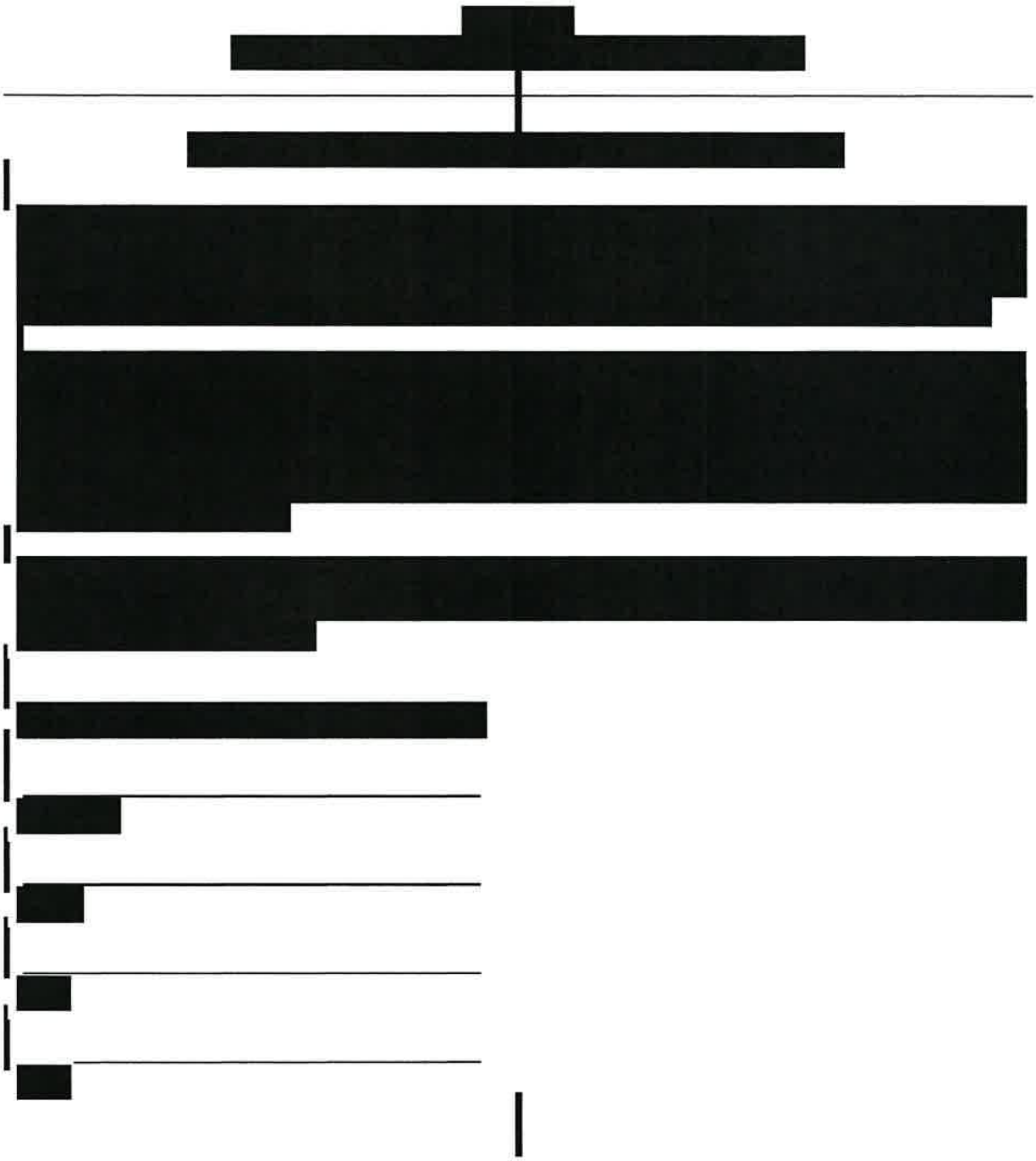

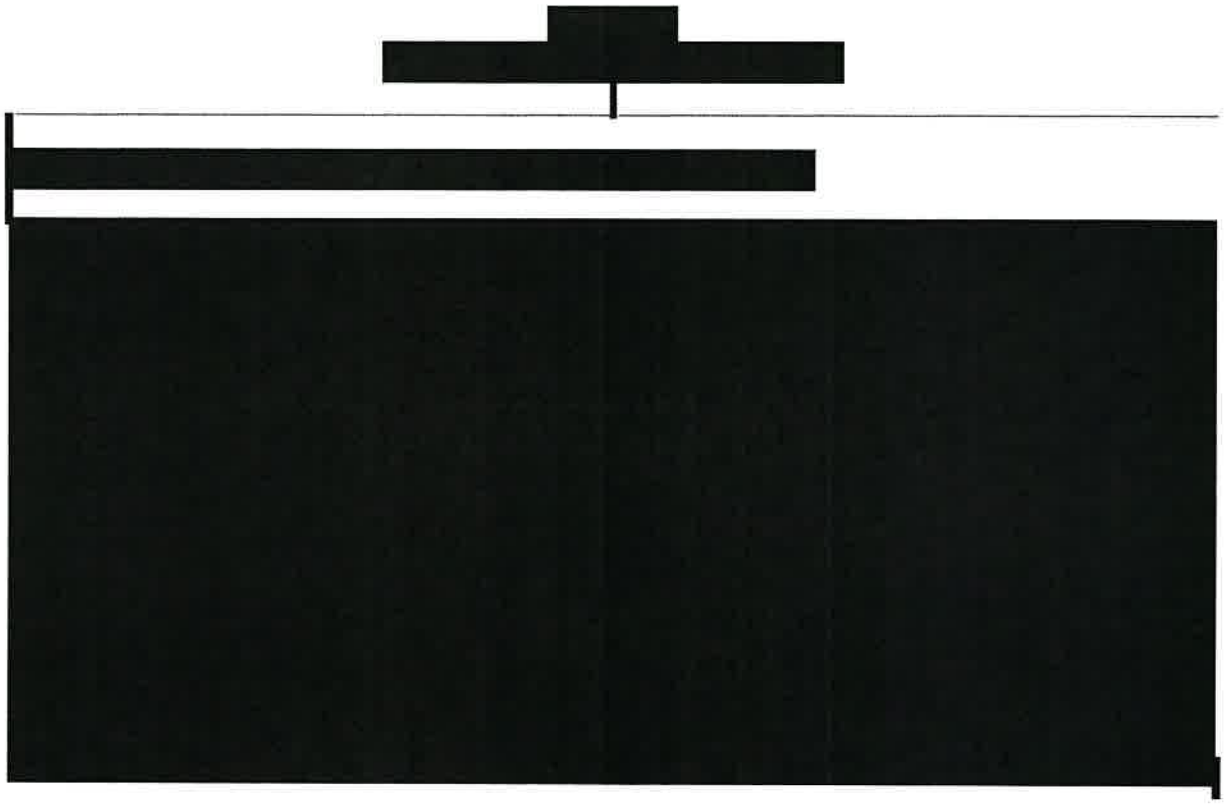

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

In no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

The foregoing certifications apply only to Uniform Rental, Facilities Solutions, and First Aid and Safety products and services, and specifically do not apply to Fire products and services.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole

or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal

department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to

offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

Exhibit G
Intentionally Omitted

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR

CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR

BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR

COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR

HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR

LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR

RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR

TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT

ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Sample Cintas Facilities Solutions Cooperative Acceptance Agreement

CINTAS

Facilities Solutions Cooperative Acceptance Agreement

Date _____
Location No._____
Contract No._____
Customer No._____

CC # Agreement #
GPO CC # GPO Agreement

Customer/Participating Agency_____Phone_____

Address_____City_____State_____Zip_____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

This Agreement is effective as of the date of execution for a term of 60 mon from the date of installation or renewal.

- Standard Name Emblem $_____ea • Standa Agency E blem $_____ea
- Custom Agency Emblem $_____ea • Embroid ry $_____ea
- Uniform Advantage: Item_____ $_____Ea. per week
- Premium Uniform Advantage Item_____ $_____Ea. per week
- Emblem Advantage: Item_____ $_____Ea. per week
- Prep Advantage: Ite _____ $_____Ea. per week
- Minimum Charge $35.00_____per delivery or 50% c initial invoice (the greater of the two).
- Make-Up charge $_____per garment.
- Non-Standard/Special Cut Garment (i.e., non-s ndard, -stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $_____p garm t.
- Seasonal Sleeve Change $_____per garment.
- Under no circumstances will the C mpany accept t tiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $_____
- Payment Terms Net
- Size Change: Customer agrees to have employ s measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $_____per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other_____

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Inventory	Unit Price

- Automatic Lost Replacement Charge: Item_____% of Inventory_____$_____Ea.
- Automatic Lost Replacement Charge: Item_____% of Inventory_____$_____Ea.

__/__ ☐ ____Initial and check box if Unilease. All Garments will be cleaned by customer
Date

__/__ ☐ ____Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

__/__ ☐ ____Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this Agreement for any reason or fails to renew this Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See term #4 below).

Cintas Representative Initial_____ Customer Initial _____

SAMPLE

Omnia Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
    b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
    c. **Fees**. Arbitration fees will be assessed consistent with the AAA Rules.
    d. **No Class Actions in Arbitration or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
    FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION. BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
    e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
    f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at https://www.omniapartners.com/publicsector.
5. In the event of any conflict between this Facilities Solutions Cooperative Acceptance Agreement (this "Agreement") and the Master Agreement, the Master Agreement shall prevail, except to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement.

Supplier General Service Terms Section

6. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services on the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

Cintas Representative Initial_____ Customer Initial _____

7. **Buyback of Non-Standard Garments (if applicable)** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit Buyback of Non-Standard Garments (if applicable). In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
8. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
9. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
10. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
11. **Emblem Guarantee** Customer has requested that Company supply emblems desi ..ed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
12. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the tim of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer :m lem or (b) a quantity agreed to by Company and Customer and noted on the Master Agreement and / or outlined above.
13. **Terminating Employees** Subject to the provisions of t .is Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of .osence of three (3) weeks r more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
14. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Custor er agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
15. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
16. **Additional Customer Locations**. Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainde of the term for any individual Customer location added after the date of this Agreement.
17. **Additional Items:** Additional customer employees, products and services may be added to this Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:
    - If this Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
18. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
19. **Customer Funding Source**. Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered

Cintas Representative Initial_____ Customer Initial _____

under this Agreement with any United States government funds?

___No

___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

20. **Additional Terms.** Customer must select the appropriate response below:

Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

___ No additional terms needed

___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

21. I authorize Cintas to verify my credit on Credit net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Cintas Matrix Account ☐ Yes ☐ No

Customer Contact _____

Cintas MAM Partner Name _____

Customer Contact Email _____

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

CINTAS
READY FOR THE WORKDAY

Accounts Payable Contact/ Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**

Are you Tax Exempt? **YES** **NO** **If Yes**, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

Same as Payer OR **Same as Sold-To**

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **Leave at Site and Email** **Email Only** **Physically Mail** **Leave at site after service**

Do invoices require a purchase order? **YES** **NO** **If yes**, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Cintas Representative Initial_____ **Customer Initial** _____

Sample Cintas Fire Protection Acceptance Agreement

CINTAS
READY FOR THE WORKDAY

OMNIA
PARTNERS

FIRE PROTECTION ACCEPTANCE AGREEMENT

Location No._____
Contract No._____
Customer No._____

Date_____

Participating OMNIA Member:._____ Phone_____

Address_____ _ City_____ State_____ Zip_____

FIRE PROTECTION PRICING:

Item #	Description	Unit Price

- This Fire Protection Acceptance Agreement (this "Agreement") is effective as of this d e from_to_____, with a minimum term of 12 months. The length of this Agreement will commence with the actual start of services, regardle of the start date of the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska Master Agreem nt (the "**M ster Agreement**"). In the event of any conflict between this Agreement and the Master Agreement, the Master Agreement shal p ail, excep to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of p te s or discounts must be approved by OMNIA for the Master Agreement. Any such changes shall take effect on the anniversa ate of Master Agreement.
- This Agreement covers the following locations:

Location Name	Address	City	Stat	Zip	Phone	Contact Name

- This Agreement covers the following inspectio tes g mainten ce services and new equipment (check all that apply):

Item	Yes or N	Frequency
Portable Fire Extinguishers		
Exit and Emergency Lighting		
Fire Sprinkler Systems		
Fire Alarm Systems		
Kitchen Suppression Systems		
Backflow Prevention Devices		
Special Hazard Systems		
Fire Training		

- I authorize Cintas to verify my credit on Credit net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

CUSTOMER:

Cintas Loc. No: _____ Please Sign Name_____

By: _____ Please Print Name _____

Title: _____ Please Print Title_____

Accepted-GM: _____ Email_____

Cintas Representative_____ Customer_____

SAMPLE

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

Omnia Participating Public Agencies Terms

1. **Participating Public Agencies**: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUD E OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceedi g may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, clai s, and proceedings subject to arbitration are fully resolved.
    b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available onli at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
    c. **Fees**. If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.
    d. **No Class Actions in Arbit ation or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL C P/ CITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
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    e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
    f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at https://www.omniapartners.com/publicsector.

Supplier General Service Terms Section

Cintas Representative_____ Customer_____

1. **Customer Obligations:** Customer shall make its premises and facilities available to Company for the performance by Company of the Services. If Customer cancels a scheduled service appointment without providing prior notice or if Company is prevented from performing any Services upon arrival by Customer or conditions at the location, then Company may charge a cancellation fee or trip charge.
2. **Equipment Exchange**: Customer hereby agrees that in servicing Customer's portable fire extinguishers, Company may exchange Customer's portable fire extinguishers for Company's portable fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's portable fire extinguishers so exchanged will belong to Company and all right, title and interest in Company's portable fire extinguishers so exchanged will belong to Customer.
3. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
4. **Customer Funding Source.** Customer must select the appropriate response below:
   Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?
   ___No
   ___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).
5. **Additional Terms.** Customer must select the appropriate response below:
   Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?
   ___ No additional terms needed
   ___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

SAMPLE

Cintas Representative_____ Customer_____

CINTAS
READY FOR THE WORKDAY

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City: ST/P .OV: ZIP/PC:

We will use the Payer address above as the address that is used for cre efere ce/credit h ck if it is different from service address.

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City: T/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RE EIVE YOUR BILL FOR PAYMENT PROCESSING

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Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

PAYMENT OPTIONS

Cintas Representative_____ Customer_____

SAMPLE

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Cintas Representative_____ Customer_____

DocuSign

Certificate Of Completion

Envelope Id: B74BB212C8C04F089970DD8D5B4527AB
Status: Completed
Subject: Signature request on Contract Cintas Workplace Solutions - University of Nebraska - 02092023
Source Envelope:
Document Pages: 103
Signatures: 4
Certificate Pages: 5
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
University of Nebraska Contracts Service Account
1400 R St.
Lincoln, NE 68588
contracts@nebraska.edu
IP Address: 35.170.89.44

Record Tracking

Status: Original
5/31/2023 2:31:44 PM
Holder: University of Nebraska Contracts Service Account
contracts@nebraska.edu
Location: DocuSign

Signer Events	Signature	Timestamp
Doug Carlson dougcarlson@nebraska.edu AVP & Chief Procurement Officer University of Nebraska Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Drawn on Device Using IP Address: 129.93.161.221	Sent: 5/31/2023 2:46:30 PM Viewed: 5/31/2023 5:13:38 PM Signed: 5/31/2023 5:37:01 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robyn Pitzer PitzerR@cintas.com Security Level: Email, Account Authentication (Optional)	RP Signature Adoption: Pre-selected Style Using IP Address: 155.190.22.3	Sent: 5/31/2023 5:37:05 PM Viewed: 6/1/2023 6:37:27 AM Signed: 6/1/2023 2:33:26 PM
Electronic Record and Signature Disclosure: Accepted: 6/1/2023 6:37:27 AM ID: eb366584-76a7-4adc-be13-8a3285a3a902		
Joe Cerni cern j@cintas.com VP Higher Education & Public Sector Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.18.58	Sent: 6/1/2023 2:33:31 PM Viewed: 6/1/2023 2:40:06 PM Signed: 6/1/2023 2:42:57 PM
Electronic Record and Signature Disclosure: Accepted: 6/1/2023 2:40:06 PM ID: c549043b-053e-461e-82f1-2ca7cb7d21f7		
Chris Kabourek ckabourek@nebraska.edu Senior VP | CFO University of Nebraska Security Level: Email, Account Authentication (Optional)	Chris Kabourek Signature Adoption: Pre-selected Style Using IP Address: 129.93.161.221	Sent: 6/1/2023 2:43:03 PM Viewed: 6/1/2023 5:00:08 PM Signed: 6/1/2023 5:12:06 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Ryan Duncan duncanr@cintas.com Major Account Manager Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 12/9/2021 3:34:02 PM ID: 4e79445d-dc86-45fa-8f51-63721fb91094	COPIED	Sent: 6/1/2023 5:12:11 PM Viewed: 6/1/2023 5:36:23 PM
Sydney Zach sydney.zach@nebraska.edu Senior Sourcing Agent University of Nebraska Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/1/2023 5:12:12 PM Viewed: 6/1/2023 5:12:58 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/31/2023 2:46:30 PM
Certified Delivered	Security Checked	6/1/2023 5:00:08 PM
Signing Complete	Security Checked	6/1/2023 5:12:06 PM
Completed	Security Checked	6/1/2023 5:12:12 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet 2 OBO University of Nebraska - Lincoln:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@nebraska.edu

To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@nebraska.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Internet 2 OBO University of Nebraska - Lincoln

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@nebraska.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO University of Nebraska - Lincoln as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO University of Nebraska - Lincoln during the course of your relationship with Internet 2 OBO University of Nebraska - Lincoln.

CONTRACT ADDENDUM

CONTRACT # 001299 - 01
CONTRACT ADDENDUM NUMBER: ONE (1)

SENIOR VP | CFO: CHRIS KABOUREK

WORKPLACE SOLUTIONS
THE UNIVERSITY OF NEBRASKA

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE ADJSUTMENT

In accordance with University of Nebraska/OMNIA Partners Public Sector Contract with Cintas Corporation #2 Workplace Solutions Contract # 001299, Section #29 Pricing and Annual Price Negotiations, the University of Nebraska hereby authorizes a price adjustment of 3% to all contracted items effective June 1, 2024. All non-contracted items are subject to the price adjustment and are priced pursuant to the structure detailed in the Master Contract # 001299.

*****END OF ADDENDUM ITEMS*****

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

Board of Regents of the University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Interim President

Date: 05/16/24 | 08:48 CDT

05/16/24 | 08:39 CDT

Cintas Corporation No. 2

Signature:

Printed Name: Ryan Duncan

Title: Major Account Manager

Date: 05/16/24 | 08:41 CDT

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-079- Approve the First Amendment to an Agreement between the City and CentralSquare Technologies, LLC for CentralSquare Solutions extending the Agreement through March 31, 2026, and establishing the fee during the renewal term to an amount not to exceed $269,943.78.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-079

Explanation of Request: This Amendment will allow for the continue services and maintenance from Central Square Technologies, LLC. Naviline is the City's existing enterprise resource planning (ERP) software platform, which consists of a suite of integrated applications and databases by which the City collects, stores, manages, interprets, and shares data across a range of City departments.

This purchase would be procured under an exclusion as part of the City's procurement policy: Purchase of information technology software applications and equipment directly from the manufacturer, developer, or producer of the product or service, including annual licenses, maintenance, support, and upgrades to existing information technology software, hardware, or firmware. This includes subscription-based software fees that are unique or preexistent and contain historical knowledge that cannot be easily or without cost moved to another software application.

How will this affect city programs or services? This will allow the City of Boynton Beach to continue operations specifically financial which includes and not limited to budget, procurement, general ledger, account payable, accounts receivable, utilities billing, and payroll.

Budgeted Item: Yes

Account Line Item and Description: Multiple accounts.

Fiscal Impact: Funding is secured for the current fiscal year, but the budget for the next fiscal year is yet to be determined.

Attachments:
Agenda_Item_2826-2025_-_Resolution_-_CentralSquare.docx
Exhibit A to Resolution - Boynton_Beach_FL_CST_Amendment 1_(CST signed)_3.13.2025.pdf
CentralSquare Amendment 2.4.25 not signed
City of Boynton Beach , FL April-2025-Renewal Document (2).pdf

RESOLUTION NO. R25-079

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CENTRALSQUARE TECHNOLOGIES, LLC, EXTENDING THE TERM OF THE AGREEMENT THROUGH MARCH 31, 2026, FOR AN AMOUNT NOT TO EXCEED $269,943.78; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on August 10, 2020, City and CentralSquare Technologies, LLC ("Vendor") entered into "Agreement Between the City of Boynton Beach and CentralSquare Technologies, LLC for CentralSquare Solutions" (the "Agreement"); and

WHEREAS, the Vendor provides essential services and maintenance for the City's Naviline enterprise resource planning (ERP) software platform; and

WHEREAS, the services provided by Vendor were procured pursuant to the following exemption in the City's Procurement Policy: purchase of information technology software applications and equipment directly from manufacturer, developer, or producer of the product or service, including annual licenses, maintenance, support, and upgrades to existing information technology software, hardware, or firmware; this includes subscription-based software fees that are unique or preexistent and contain historical knowledge that cannot be easily or without cost moved to another software application; and

WHEREAS, the Parties desire to amend the Agreement to extend the term through March 31, 2026, for an amount not to exceed $269,943.78; and

WHEREAS, the continuation of these services is integral to ongoing City financial operations, including budget, procurement, general ledger, accounts payable, accounts receivable, utilities billing, and payroll; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, deems it to be in the best interests of the citizens and residents of the City of Boynton to approve Amendment No. 1 to Agreement Between the City of Boynton Beach and CentralSquare Technologies, LLC, extending the term of the Agreement through March 31, 2026, for an amount not to exceed $269,943.78 ("the Amendment").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Amendment, in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment. The Mayor is further authorized to execute any ancillary documents required under the Amendment or necessary to accomplish the purposes of this Resolution.

SECTION 4. The fully executed Amendment shall be retained by the City Clerk as a public record of the City, and a copy shall be provided to Michael Bennett Jr. and Fred Harris to forward to the Vendor.

SECTION 5. This Resolution shall take effect as provided by law.

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Docusign Envelope ID: 9C77F991-232A-47B4-B2CF-B3E4E7AA8188

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CENTRALSQUARE TECHNOLOGIES, LLC FOR CENTRALSQUARE SOLUTIONS

This First Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and CentralSquare Technologies, LLC, a Delaware limited liability company registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On August 10, 2020, the Parties entered into the CentralSquare Solutions Agreement (the "Agreement").

B. The Services provided by Vendor were procured pursuant to the following exemption in the City's Procurement Policy: purchase of information technology software applications and equipment directly from the manufacturer, developer, or producer of the product or service, including annual licenses, maintenance, support, and upgrades to existing information technology software, hardware, or firmware; this includes subscription-based software fees that are unique or preexistent and contain historical knowledge that cannot be easily or without cost moved to another software application.

C. The Parties desire to amend the Agreement to extend the term for one additional year and to establish the fees during this renewal term.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

A. Term Extension. The Parties hereby extend the Agreement for an additional 1-year term. The Agreement is therefore renewed to continue through and including March 31, 2026 (the "Renewal Period"). This Agreement may be extended for additional 1-year terms upon the Parties' mutual written agreement; the Agreement shall not automatically renew.

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B. Fee During Renewal Period. City shall pay Vendor a fee of $269,943.78 for all Services provided during the Renewal Period, as further outlined in Renewal Order No. Q-198000 attached hereto as **Exhibit A**.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not included in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City concerning any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

(a) Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the term of the Agreement, will not be ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and for the duration of the term of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

(b) Public Entity Crime Act. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

(c) Verification of Employment Eligibility. Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

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(d) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

(e) Entities of Foreign Concern. The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Amendment, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for payment purposes. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(f) Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City, nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

(g) Anti-Human Trafficking. On or before the Effective Date of this Amendment, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.
(h)

7. The effective date of this Amendment shall be the date of complete execution by the Parties.

8. This Amendment may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

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CITY

CITY OF BOYNTON BEACH

By_____
Ty Penserga, Mayor

____ day of _____, 2025

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

CENTRALSQUARE TECHNOLOGIES, LLC

By DocuSigned by: Barry Medintz 3EE5CC45504B4EE...
Authorized Signer

Barry Medintz, General Counsel & Corp. Secretary
Print Name and Title

13th day of March, 2025

SRW
2.4.25
CentralSquare Amendment

Docusign Envelope ID: 9C77F991-232A-47B4-B2CF-B3E4E7AA8188

CENTRALSQUARE

Exhibit A

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

Renewal Order #: Q-198000
Start Date: April 1, 2025
End Date: March 31, 2026
Billing Frequency: Monthly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Fred Harris, IT Director
City of Boynton Beach
100 East Boynton Beach
Boynton Beach, FL 33435
561-742-6073

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	ASP - Technical Annual Access Fee	1	264,793.39 USD
2.	Fusion APIs Annual Maintenance Fee	1	0.00 USD
3.	Fusion Open Market Annual Subscription Fee	1	0.00 USD
4.	Fusion Proprietary Annual Access Fee	1	0.00 USD
5.	Modifications Annual Access Fee	30	0.00 USD
6.	NaviLine Accounts Receivable-Annual Access Fee	1	0.00 USD
7.	NaviLine Additional Library Annual Access Fee	1	0.00 USD
8.	NaviLine BP Voice Response Interface (Teleworks)	1	0.00 USD
9.	NaviLine Building Permits Annual Access Fee	1	0.00 USD
10.	NaviLine Business Licenses Annual Access Fee	1	0.00 USD
11.	NaviLine Cash Receipts Lock Box Interface	1	0.00 USD
12.	NaviLine Cash Receipts Lock Box Interface Annual Access Fee	1	0.00 USD
13.	NaviLine Cash Receipts-Annual Access Fee	1	0.00 USD
14.	NaviLine CIS IVR Credit Card Interface-Generic Annual Access Fee	1	0.00 USD
15.	NaviLine Click2Gov3 Accounts Receivable & Loans Annual Access Fee	1	0.00 USD
16.	NaviLine Click2Gov3 Building Permits	1	0.00 USD
17.	NaviLine Click2Gov3 Business Licenses Annual Access Fee	1	0.00 USD

Docusign Envelope ID: 9C77F991-232A-47B4-B2CF-B3E4E7AA8188

CENTRALSQUARE

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

18.	NaviLine Code Enforcement Annual Access Fee	1	0.00 USD
19.	NaviLine Customer Information System Annual Access Fee	1	0.00 USD
20.	NaviLine Delinquency Call Out Listing Interface-Generic Annual Access Fee	1	0.00 USD
21.	NaviLine Document Management Services Annual Access Fee	1	0.00 USD
22.	NaviLine Document Management Services Annual Access Fee	1	0.00 USD
23.	NaviLine Fixed Assets-Annual Access Fee	1	0.00 USD
24.	NaviLine Fleet Management-Annual Access Fee	1	0.00 USD
25.	NaviLine GMBA w/Extended Reporting Annual Access Fee	1	0.00 USD
26.	NaviLine Human Resources Annual Access Fee	1	0.00 USD
27.	NaviLine Land/Parcel Mgmt-Annual Access Fee	1	0.00 USD
28.	NaviLine P-Card Annual Access Fee	1	0.00 USD
29.	NaviLine Payroll/Personnel-Annual Access Fee	1	0.00 USD
30.	NaviLine Planning & Engineering Annual Access Fee	1	0.00 USD
31.	NaviLine Purchasing/Inventory-Annual Access Fee	1	0.00 USD
32.	NaviLine RecTrac Interface to CR Annual Access Fee	1	0.00 USD
33.	NaviLine RecTrac Interface to GM Annual Access Fee	1	0.00 USD
34.	NaviLine Time & Attendance Interface-Generic Annual Access Fee	1	5,150.39 USD
35.	NaviLine User Interface	1	0.00 USD
36.	NaviLine Work Orders/Facility Management Annual Access Fee	1	0.00 USD

Total:	288,079.52 USD
Discount Total:	18,135.74 USD
Renewal Order Total:	269,943.78 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Docusign Envelope ID: 9C77F991-232A-47B4-B2CF-B3E4E7AA8188

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CENTRALSQUARE TECHNOLOGIES, LLC FOR CENTRALSQUARE SOLUTIONS

This First Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and CentralSquare Technologies, LLC, a Delaware limited liability company registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On August 10, 2020, the Parties entered into the CentralSquare Solutions Agreement (the "Agreement").

B. The Services provided by Vendor were procured pursuant to the following exemption in the City's Procurement Policy: purchase of information technology software applications and equipment directly from the manufacturer, developer, or producer of the product or service, including annual licenses, maintenance, support, and upgrades to existing information technology software, hardware, or firmware; this includes subscription-based software fees that are unique or preexistent and contain historical knowledge that cannot be easily or without cost moved to another software application.

C. The Parties desire to amend the Agreement to extend the term for one additional year and to establish the fees during this renewal term.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

A. Term Extension. The Parties hereby extend the Agreement for an additional 1-year term. The Agreement is therefore renewed to continue through and including March 31, 2026 (the "Renewal Period"). This Agreement may be extended for additional 1-year terms upon the Parties' mutual written agreement; the Agreement shall not automatically renew.

B. Fee During Renewal Period. City shall pay Vendor a fee of $264,943.78 for all Services provided during the Renewal Period, as further outlined in Renewal Order No. Q-198000 attached hereto as **Exhibit A**.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not included in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City concerning any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

(a) Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the term of the Agreement, will not be ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and for the duration of the term of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

(b) Public Entity Crime Act. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

(c) Verification of Employment Eligibility. Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

(d) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

(e) Entities of Foreign Concern. The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Amendment, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for payment purposes. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(f) Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City, nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

(g) Anti-Human Trafficking. On or before the Effective Date of this Amendment, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.
(h)

7. The effective date of this Amendment shall be the date of complete execution by the Parties.

8. This Amendment may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

CITY

CITY OF BOYNTON BEACH

By_____
Ty Penserga, Mayor

____ day of _____, 2025

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

CENTRALSQUARE TECHNOLOGIES, LLC

By_____
Authorized Signer

_____
Print Name and Title

_____ day of _____, 2025

SRW
2.4.25
CentralSquare Amendment

CENTRALSQUARE

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

Renewal Order #: Q-198000
Start Date: April 1, 2025
End Date: March 31, 2026
Billing Frequency: Monthly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Fred Harris, IT Director
City of Boynton Beach
100 East Boynton Beach
Boynton Beach, FL 33435
561-742-6073

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	ASP - Technical Annual Access Fee	1	264,793.39 USD
2.	Fusion APIs Annual Maintenance Fee	1	0.00 USD
3.	Fusion Open Market Annual Subscription Fee	1	0.00 USD
4.	Fusion Proprietary Annual Access Fee	1	0.00 USD
5.	Modifications Annual Access Fee	30	0.00 USD
6.	NaviLine Accounts Receivable-Annual Access Fee	1	0.00 USD
7.	NaviLine Additional Library Annual Access Fee	1	0.00 USD
8.	NaviLine BP Voice Response Interface (Teleworks)	1	0.00 USD
9.	NaviLine Building Permits Annual Access Fee	1	0.00 USD
10.	NaviLine Business Licenses Annual Access Fee	1	0.00 USD
11.	NaviLine Cash Receipts Lock Box Interface	1	0.00 USD
12.	NaviLine Cash Receipts Lock Box Interface Annual Access Fee	1	0.00 USD
13.	NaviLine Cash Receipts-Annual Access Fee	1	0.00 USD
14.	NaviLine CIS IVR Credit Card Interface-Generic Annual Access Fee	1	0.00 USD
15.	NaviLine Click2Gov3 Accounts Receivable & Loans Annual Access Fee	1	0.00 USD
16.	NaviLine Click2Gov3 Building Permits	1	0.00 USD
17.	NaviLine Click2Gov3 Business Licenses Annual Access Fee	1	0.00 USD

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18.	NaviLine Code Enforcement Annual Access Fee	1	0.00 USD
19.	NaviLine Customer Information System Annual Access Fee	1	0.00 USD
20.	NaviLine Delinquency Call Out Listing Interface-Generic Annual Access Fee	1	0.00 USD
21.	NaviLine Document Management Services Annual Access Fee	1	0.00 USD
22.	NaviLine Document Management Services Annual Access Fee	1	0.00 USD
23.	NaviLine Fixed Assets-Annual Access Fee	1	0.00 USD
24.	NaviLine Fleet Management-Annual Access Fee	1	0.00 USD
25.	NaviLine GMBA w/Extended Reporting Annual Access Fee	1	0.00 USD
26.	NaviLine Human Resources Annual Access Fee	1	0.00 USD
27.	NaviLine Land/Parcel Mgmt-Annual Access Fee	1	0.00 USD
28.	NaviLine P-Card Annual Access Fee	1	0.00 USD
29.	NaviLine Payroll/Personnel-Annual Access Fee	1	0.00 USD
30.	NaviLine Planning & Engineering Annual Access Fee	1	0.00 USD
31.	NaviLine Purchasing/Inventory-Annual Access Fee	1	0.00 USD
32.	NaviLine RecTrac Interface to CR Annual Access Fee	1	0.00 USD
33.	NaviLine RecTrac Interface to GM Annual Access Fee	1	0.00 USD
34.	NaviLine Time & Attendance Interface-Generic Annual Access Fee	1	5,150.39 USD
35.	NaviLine User Interface	1	0.00 USD
36.	NaviLine Work Orders/Facility Management Annual Access Fee	1	0.00 USD

Total:	288,079.52 USD
Discount Total:	18,135.74 USD
Renewal Order Total:	269,943.78 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Renewal Order prepared by:
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jenny.mcpherson@centralsquare.com

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-080- Approval of a Piggyback Agreement between the City and International Sweeping, Inc. d/b/a Facilities Pro-Sweep for Street Sweeping Services in an amount not to exceed $200,000 per year.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-080.

Explanation of Request: On April 5, 2022, the City Commission approved an annual expenditure of $85,000 for street sweeping services provided by Facilities Pro-Sweep of West Palm Beach, including emergency and special event services, by piggybacking on Palm Beach Gardens Contract No. ITB2016-065PS, which is set to expire on September 30, 2026.

The Public Works Department is now requesting an increase in the approved annual expenditure, bringing the total amount to a not-to-exceed $200,000.

These street sweeping services help remove sand, dirt, stray trash, stains, and miscellaneous debris from roadways and curbs, contributing to cleaner streets and supporting the City's Beautification efforts.

Additionally, the City of Palm Beach Gardens' bid process satisfies the City's competitive bidding requirements.

How will this affect city programs or services? The requested increase will ensure the continuation of street sweeping services, preventing debris buildup throughout the year. This will also benefit the storm water drainage systems by reducing pollution, while helping maintain a cleaner environment for our residents, business and visitors.

Budgeted Item: Yes

Account Line Item and Description: 001-2512-541.49-17 - OTHER CONTRACTUAL SRVS - Beautification & Streets
431-2515-534.49-17 - OTHER CONTRACTUAL SRVS - Solid Waste
401-2824-536.49-17 - OTHER CONTRACTUAL SRVS - Storm water Maintenance
501-2516-519.49-17 - OTHER CONTRACTUAL SRVS - Fleet Maintenance

Fiscal Impact: This is a budgeted item.

Attachments:

R25-080 2823-2025_Resolution_for_Approval_of_PB_Agreement_with_Facilities_Pro-Sweep_of_WPB__1_.docx
Facilities Pro-Sweep - Proposal
Exhibit A to Resolution - Facilities Pro-Sweep - Piggyback Agreement - CBB
Facilities Pro-Sweep - Agenda - Apr 05, 2022
Facilities Pro-Sweep - CPBG - Agreement
Facilities Pro-Sweep - CPBG - Amendment 1
Facilities Pro-Sweep - CPBG - Amendment 2
Facilities Pro-Sweep - CBB Route

RESOLUTION NO. R25-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT BETWEEN THE CITY AND INTERNATIONAL SWEEPING, INC. D/B/A FACILITIES PRO-SWEEP, FOR AN AMOUNT NOT TO EXCEED $200,000 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, on April 5, 2022, the City Commission approved an annual expenditure of $85,000 for street sweeping services provided by International Sweeping, Inc., d/b/a Facilities Pro-Sweep ("Vendor"), including emergency and special event services, by piggybacking on Palm Beach Gardens Contract No. ITB2016-065PS, which said contract is set to expire on September 30, 2026; and

WHEREAS, the Public Works Department of the City of Boynton Beach desires to increase the annual expenditure from an amount not to exceed $85,000 to an amount not to exceed $200,000; and

WHEREAS, the City of Palm Beach Gardens entered its First Amendment with Vendor on April 13, 2017, to renew Palm Beach Gardens' Agreement dated September 8, 2016, with the Vendor for street sweeping and cleaning services, based upon Invitation to Bid No. ITB2016-065PS; and

WHEREAS, the procurement process of the City of Palm Beach Gardens satisfies the City of Boynton Beach's competitive bid requirements; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with Vendor for an amount not to exceed $200,000 with the Vendor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between the City of Boynton Beach and Vendor for an amount not to exceed $200,000, in form and substance similar to the Piggyback Agreement, attached as

Exhibit A.

SECTION 3. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Ydelsi Rodriguez to forward to the Vendor.

SECTION 4. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney



Facilities *Pro-Sweep*

Street Sweeping Proposal

City of Boynton Beach

02/12/2025
City of Boynton Beach

- Broom sweep designated roadways within the City of Boynton Beach. The sweeper truck will remove sand and dirt from roadways and curbs.
- Stormwater drains systems will benefit from less pollution and city will be cleaner for residents and tourists visiting.
- Water system to assist with dust control will be used during service.
- This contract will be a piggyback of the contract that we Facilities Pro-Sweep have with the City of Palm Beach Gardens.

The price per mile is based on a regular street sweeping service with normal amounts of debris collected. The price per mile does not include hurricane clean-ups, emergencies, or situations where streets and roads have not been swept for a long period and have an abnormal amount of debris present. Street miles below were an estimated amount given by The City of Boynton Beach. City will have to confirm amount of miles and ensure that both sides of road as well as median is included. If vehicles or obstacles are on the roadway in a designated area requiring to be swept, that area will be marked as complete due to there being an uncontrollable obstruction in the path of the sweeper.

Cost: $12,312.91 per month (Sweep 118 miles once per week)

Cost: $1,043.50 per month (Sweep 10 miles once per week of designated residential roadways. This service will have to be done along the 118 miles)

Total per month: $13,356.41

Thais Correa-Lopes

Field & Project Manager

Cell: (561) 676 -2558

Approved By: _____

Title: _____

Date: _____

Billing Address: _____

_____

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND INTERNATIONAL SWEEPING, INC. DBA FACILITIES PRO-SWEEP

This Piggyback Agreement is made as of this 13 day of March, 2025, by and between International Sweeping, Inc. dba Facilities Pro-Sweep, a State of Florida corporation, with a principal address of 2771 Vista Parkway, Unit F11, West Palm Beach, Florida 33411, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on June 26, 2016, the City of Palm Beach Gardens issued an "Invitation to Bid" (ITB) for Streets Sweeping Services, for which they received two (2) responses; and

WHEREAS, the City of Palm Beach Gardens found International Sweeping, Inc. dba Facilities Pro-Sweep ("Vendor") to be a responsive, responsible bidder and awarded it a five-year (5) agreement commencing September 8, 2016, with an additional five (5) year renewal option, terminating September 30, 2026, ITB No. ITB2016-065PS ("Master Agreement"); and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, to ensure the continued services of street sweeping, Public Works is requesting to enter into a Piggyback Agreement with the Vendor to provide street sweeping services for all City streets; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect until September 30, 2026. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "City of Palm Beach Gardens" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for the Services in an amount not to exceed $200,000 per year. The City hereby orders the Services described in the Proposal attached hereto as Exhibit B.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are

required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

6. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

   The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

   A. Keep and maintain public records required by the City to perform the service;

   B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

   C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

   D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11. **E-VERIFY:** VENDOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

12. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

13. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the

Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

16. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

17. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

18. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

19. **NO SPECIAL DAMAGES.** In no event shall either Party be liable to the other for any special damages, speculative damages, indirect, special, incidental, consequential, loss of profits, or other damages or losses of any kind whatsoever, no matter what the cause.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

24. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

25. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

26. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

Signature Page to follow

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

_____

_____, Mayor

Approved as to Form:

_____

Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____

Maylee DeJesus, City Clerk

INTERNATIONAL SWEEPING, INC. DBA FACILITIES PRO-SWEEP

_____

(Signature)

International Sweeping, Inc. dba Facilities Pro-Sweep

Alessandro Correa

Print Name of Authorized Official

President

Title

(Corporate Seal)

Attest/Authenticated:

_____

(Signature), Witness

Thais Lopes

Print Name

EXHIBIT A
AGREEMENT BETWEEN CITY OF PALM BEACH GARDENS AND INTERNATIONAL SWEEPING, INC. DBA FACILITIES PRO-SWEEP

EXHIBIT B
CITY PROPOSAL

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 4/5/2022

Requested Action by Commission: Approve an increase for the annual expenditure with Facilities Pro Sweep of West Palm Beach, FL in the amount of $85,000 for street sweeping services, including emergencies and special events piggybacking the Palm Beach Gardens contract #ITB2016-065PS for the period of the contract which expires on September 30, 2026.

Explanation of Request:
Piggybacking is a standard practice in procurement whereby government entities can utilize contracts already negotiated by other other government entities to exact the same terms and pricing from vendors for goods and services. The City's Purchasing Policy allows for the utilization of this method of procurement. Piggybacked contracts allow multiple government entities to benefit from competitively solicited bids, providing for better buying power and access to products. This method is encouraged when it is determined that it will provide the best product/service at the best price without compromising any of the specifications or quality desired.

The City of Palm Beach Garden's bid process satisfies the City's competitive bid requirements.

The Solid Waste Division created an annual blanket with Facilities Pro Sweep for street sweeping services, including emergencies and special events throughout the City using the City of Palm Beach Garden’s contract #ITB2016-065PS.

The street sweeping services removes stray trash, stains, and miscellaneous debris and allows the streets to look cleaner. The increase will allow for continued street sweeping and prevent debris from building up throughout the year, minimizing debris infiltrating into waste water.

How will this affect city programs or services?
Street sweeping would assist with preventing sewer drains from being clogged or trapped with debris and prevent flooding due to the drains not being clear.

Fiscal Impact: Budgeted funding is in Solid Waste account # 431-2515-534-49-17

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Contracts

Vendor Name: Facilities Pro-Sweep

Start Date: 6/3/2020

End Date: 9/30/2026

Contract Value:

Minority Owned Contractor?: No

Extension Available?: Yes

Extension Explanation:

The City has the option to renew the agreement for an additional five (5) years.

Attachments:

	Type	Description
🗋	Amendment	Agenda Back Up - Facilities Pro Sweep - Amendment and Bid.pdf
🗋	Contract	Agenda Back Up - Facilities Pro Sweep - Contract Award Transmittal.pdf
🗋	Letter	Agenda Back Up - Facilities Pro Sweep - Letter of Authorization and COI.pdf

PALM BEACH GARDENS
"A unique place to live, learn, work & play"

THE CITY OF PALM BEACH GARDENS
10500 North Military Trail
Palm Beach Gardens, FL 33410

AGREEMENT
FOR
STREETS SWEEPING SERVICES

AGREEMENT NO. ITB2016-065PS

THIS AGREEMENT is made and entered into this 8TH day of September, 2016 (the "effective date"), by and between the **City of Palm Beach Gardens,** a Florida municipal corporation (hereinafter referred to as "City"), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **International Sweeping, Inc. d/b/a Facilities Pro Sweep,** a Florida corporation (hereinafter referred to as "Contractor"), whose principal address is 2755 Vista Parkway North, Suite I-12, West Palm Beach, Florida 33411.

WHEREAS, the City desires to retain the services of the Contractor to provide services in accordance with the City's Invitation to Bid ITB2016-065PS, Streets Sweeping Services, and the Contractor's response thereto, which are attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid ITB2016-065PS and the Contractor's response to the Invitation to Bid, including all addenda and documentation required thereunder.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall supply all equipment, labor, and supervision, and perform streets sweeping services based on the schedule and at the locations identified in Exhibit "A".

The Contractor shall perform the work based on the frequency established by the City and during the timeframes established in the contract.

ARTICLE 3. COMPENSATION

The City shall pay the Contractor for performing the work according to the terms and conditions of the Invitation to Bid and the Contractor's price offer and proposed rates. The City shall pay the Contractor the annual estimated amount of Sixty Thousand Dollars. Actual payment for work performed shall be based on the rates and pricing established in the contract, and the frequencies requested by the City as detailed in the City's Purchase Order.

All payments shall be made in accordance with Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Contractor.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, mailed by registered or certified mail (postage prepaid), return receipt requested, or delivered by overnight courier to the following addresses:

As to the City:	**City of Palm Beach Gardens** 10500 North Military Trail Palm Beach Gardens, Florida 33410 Attn: City Manager Facsimile: (561) 799-4111
With a copy to:	**City of Palm Beach Gardens** 10500 North Military Trail Palm Beach Gardens, Florida 33410 Attn: City Attorney Email: mlohman@pbgfl.com
As to the Contractor:	**International Sweeping, Inc. d/b/a Facilities Pro Sweep** 2755 Vista Parkway North, Suite I-12 West Palm Beach, Florida 33411 Attn: Thais Correa Email: servicewpb@facilitiespro-sweep.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

ARTICLE 5. TERM

The term of this Agreement shall be from the effective date until September 30, 2021, unless terminated as provided for in Article 6.

Prior to or upon expiration of this Agreement's five- (5) year initial term, the City shall have the option to renew this Agreement for an additional five (5) years, at the City's sole discretion.

ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing written notice to the Contractor. This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed through the date of termination in accordance with the terms of this Agreement.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

CITY OF PALM BEACH GARDENS, FLORIDA

By_____
Marcie Tinsley, Mayor

ATTEST:

By:_____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
R. Max Lohman, City Attorney

INTERNATIONAL SWEEPING, INC.
d/b/a FACILITIES PRO SWEEP

By:_____
Alessandro Correa, President

WITNESSES:

By:_____
Print Name: Thais Correa

By:_____
Print Name: HARVIO RUBIO

City of Palm Beach Gardens
Office of the City Clerk
10500 North Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4122 psnider@pbgfl.com

Letter of Transmittal

DATE: April 13, 2017

TO:

International Sweeping, Inc.
d/b/a Facilities Pro-Sweep
2755 Vista Parkway North, Suite I-12
West Palm Beach, FL 33411
Attn: Alessandro Correa, President

Re: Amendment No. 1 to Agreement for Streets Sweeping Services

- ☑ **For Your Records**
- ☐ **For Recording**
- ☐ **As Requested**
- ☐ **Returned for Corrections**
- ☐ **For Review and Signature**
- ☐ **Other:** _____

Signed _____
Patricia Snider, CMC, City Clerk

CITY OF PALM BEACH GARDENS
10500 North Military Trail
Palm Beach Gardens, FL 33410

AMENDMENT NO. 1
TO AGREEMENT
FOR
STREETS SWEEPING SERVICES

AGREEMENT NO. ITB2016-065PS

THIS AMENDMENT NO. 1 is made and entered into this 13TH day of APRIL, 2017 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (hereinafter referred to as the "City"), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **International Sweeping, Inc. dba Facilities Pro-Sweep**, a Florida corporation (hereinafter referred to as the "Contractor"), whose principal address is 2755 Vista Parkway North, Suite I-12, West Palm Beach, Florida 33411.

WHEREAS, on September 8, 2016, the City executed Agreement No. ITB2016-065PS, with Facilities Pro-Sweep (hereinafter "Agreement"), for the provision of Streets Sweeping Services; and

WHEREAS, the City has identified additional services that it may require from the Contractor, and pursuant to Section 1.27, Modification of Contract, such modifications must be made in writing; and

WHEREAS, the Contractor has provided the City with prices and rates for these additional services to be incorporated under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

1. On an as-needed basis, and subject to purchase orders issued by the City, the Contractor shall provide the following additional services under this Agreement:

   i. Power Broom Sweeping Services

      a. Military Trail west on Grandiflora Road to cul-de-sac. Both sides of the streets have curbing, and the middle medians shall be serviced. Approximate size: 0.71 miles (one-way)

b. 117th Court North east to Shady Lakes Drive. Both sides of the street have curbing.
Approximate size: 0.87 miles (one-way)

Total miles: 4.58 miles

Cost: $23.75 per mile x 4.58 miles = $108.78

ii. Emergency Services and Special Events

Emergency clean-up and special events clean-up.

$150.00 per hour with 4 hours minimum for broom truck.
$115.00 per hour with 4 hours minimum for dump-truck, plus dumping fees.

2. All terms, covenants, and conditions of the Agreement and any addenda, modifications, or amendments thereto shall remain in full force and effect, except to the extent herein amended.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement as of the date hereinabove first written.

CITY OF PALM BEACH GARDENS, FLORIDA

By:_____
Ronald M. Ferris, City Manager

ATTEST:

By:_____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
R. Max Lohman, City Attorney
for Abigail Forrester Jorandby

INTERNATIONAL SWEEPING, INC.
dba FACILITIES PRO-SWEEP

By:_____
Alessandro Correa, President

WITNESSES:

By:_____
Print Name: Thais Correa

By:_____
Print Name: DALE PIZZUTI

City of Palm Beach Gardens
Office of the City Clerk
10500 North Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4122 psnider@pbgfl.com

Letter of Transmittal

DATE: June 4, 2021

TO:

International Sweeping, Inc.
d/b/a Facilities Pro-Sweep
2761 Vista Parkway, Unit E-7
West Palm Beach, FL 33411
Attn: Alessandro Correa, President

Delivered via FedEx Tracking No. 8127 8550 4849

Re: Amendment No. 1 to Agreement for Street Sweeping Services.

- ☑ **For Your Records**
- ☐ **As Requested**
- ☐ **For Review and Signature**
- ☐ **For Recording**
- ☐ **Returned for Corrections**
- ☐ **Other:** _____

Signed _____
Patricia Snider, CMC, City Clerk

DocuSign Envelope ID: 0D004C9B-367E-48FF-AD61-3EC357EB544B

CITY OF PALM BEACH GARDENS
10500 North Military Trail
Palm Beach Gardens, Florida 33410

AMENDMENT NO. 2
TO AGREEMENT
FOR
STREET SWEEPING SERVICES

AGREEMENT NO. ITB2016-065PS

THIS AMENDMENT NO. 2 TO THE AGREEMENT is made and entered this 3RD day of JUNE, 2021 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **International Sweeping, Inc. dba Facilities Pro-Sweep**, a Florida corporation (the "Contractor"), with a principal address of 2761 Vista Parkway, Unit E-7, West Palm Beach, Florida 33411.

WHEREAS, on September 8, 2016, the City executed an Agreement with the Contractor under Agreement Number ITB2016-065PS for Street Sweeping Services; and

WHEREAS, on April 13, 2017, the City executed Amendment No. 1 to the Agreement to provide additional services with prices and rates for the additional services; and

WHEREAS, the Agreement will expire on September 30, 2021, and the City has the option to renew the Agreement for an additional five (5) years; and

WHEREAS, the City and the Contractor have mutually agreed to renew the Agreement for an additional five (5) years.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the City and the Contractor agree as follows:

1. The City and the Contractor agree to renew the Agreement for an additional five (5) years effective October 1, 2021. The term of this renewal shall expire on September 30, 2026, unless terminated beforehand as provided for in the Agreement.

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2. The cleaning rates applicable to the renewal term are shown in Exhibit "A," attached hereto and incorporated herein.

3. The total estimated cost for the new agreement term shall be Five Hundred Thirty Thousand Dollars ($530,000).

All terms, covenants, and conditions of the original Agreement, and any addenda, modifications, or amendments thereto, shall remain in full force and effect except to the extent herein amended.

(The remainder of this page intentionally left blank.)

DocuSign Envelope ID: 0D004C9B-367E-48FF-AD61-3EC357EB544B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

CITY OF PALM BEACH GARDENS, FLORIDA

By: _____
Rachelle A. Litt, Mayor

ATTEST:

By: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

INTERNATIONAL SWEEPING, INC.
dba FACILITIES PRO-SWEEP

DocuSigned by:
By: Alessandro Correa
7D3F32BC89AA4DE...
Alessandro Correa, President

DocuSign Envelope ID: 0D004C9B-367E-48FF-AD61-3EC357EB544B

EXHIBIT "A"

DocuSign Envelope ID: 0D004C9B-367E-48FF-AD61-3EC357EB544B

Major Streets				
Street Name	**Point "A" to Point "B"**	**Miles**	**New Amount Per Mile**	**New Amount Per Month**
PGA Blvd.	Ryder Cup-US1	5.7 miles x 4 = 22.8	$24.08	$ 549.02
Military Trail	Investment Lane-PGA	2.7 miles x 4 =10.8	$24.08	$ 260.06
ALT A1A	Lighthouse Dr.- Donald Ross	4.57 miles x 4 =18.28	$24.08	$ 440.18
Central Blvd.	PGA- Donald Ross	3.29 miles x 4= 13.16	$24.08	$ 316.89
Jog Rd.	PGA- Donald Ross	4.94 miles x 4= 19.76	$24.08	$ 475.82
Military Trail	PGA- Donald Ross	3 miles x 4 = 12	$24.08	$ 288.96
Northlake	Beeline-Congress Ave.	4.32 miles x 4 = 17.28	$24.08	$ 416.10
Prosperity Farms	Allamanda Dr. -Gardens Park	1.3 miles x 3 = 3.9	$24.08	$ 93.91
RCA Blvd.	Northcorp Parkway- Prosperity Farms Rd.	1.56 miles x 2 = 3.12	$24.08	$ 75.13
Hood Road	Jog Rd.- Prosperity Farms Rd.	4.78 miles x 4 = 19.12	$24.08	$ 460.41
Donald Ross	Central Blvd. - Prosperity Farm	1.78 miles x 2 = 3.56	$24.08	$ 85.72

Minor Streets				
Street Name	**Point "A" to Point "B"**	**Miles**	**New Amount Per Mile**	**New Amount Per Month**
Sunset Dr.	Northlake Blvd. - Cul-de-sac	.5 miles x 2 = 1	$24.08	$ 24.08
Holly Dr.	Military Trail - Riverside Dr.	.89 miles x 2 = 1.78	$24.08	$ 42.86
Holly Dr.	Ironewood-Lighthouse Dr.	.39 miles x 1 = .39	$24.08	$ 9.39
Burns Rd.	Military Trail- Prosperity Farms	2.03 miles x 3 = 6.09	$24.08	$ 146.65
Kyoto Gardens	Fairchild Gardens Ave. - ALT A1A	.42 miles x 4 = 1.68	$24.08	$ 40.45
Fairchild Ave.	RCA- Valencia Gardens Ave.	1.08 miles x 3 = 3.24	$24.08	$ 78.02
Mac Arthur	Northlake Blvd. - Lighthouse Dr.	.66 miles x 3 = 1.98	$24.08	$ 47.68
Gardens East Dr.	Burns Road -RCA Blvd.	.76 miles x 2 = 1.52	$24.08	$ 36.60
Gardens Pkwy	ALT A1A- Prosperity Farms	1.55 miles x 4 = 6.2	$24.08	$ 149.30
Kew Gardens Ave.	Gardens Pkwy- PGA	.32 miles x 4 = 1.28	$24.08	$ 30.82
Minsk Gardens	Kew Gardens- PGA	.22 miles x 3 = .66	$24.08	$ 15.89
Fairchild Ave.	Fairchild Gardens Ave. - Campus Dr.	.37 miles x 2 = .74	$24.08	$ 17.82
Lake Victoria Gardens	Kyoto Gardens Dr. - ALT A1A	.3 miles x 4 = 1.2	$24.08	$ 28.90
Valencia Gardens Ave.	Gardens Pkwy- Gardens Pkwy	1.43 miles x 2 = 2.86	$24.08	$ 68.87
Riverside Dr.	Burns Rd. - Northcorp Parkway	.23 miles x 2 = .46	$24.08	$ 11.08
Northcorp Pkwy	PGA- RCA Blvd.	.3 miles x 2 = .6	$24.08	$ 14.45

Allamanda Dr.	Burns Rd. - Allamanda Lane	.14 miles x 2 = .28	$24.08	$ 6.74
Allamanda LN.	Allamanda Dr. - Prosperity Farms Rd.	.22 miles x 2 = .44	$24.08	$ 10.60
Military Trail	Grandiflora Rd. - to cul-de-sac	.71 miles x 4 = 2.84	$24.08	$ 68.39
117th Court North	East to Shady Lakes Dr.	.87 miles x 2 = 1.74	$24.08	$ 41.90
Shady Lakes Dr.	PGA-117TH	.8 miles x 2 = 1.6	$24.08	$ 38.53
			Total:	$ 4,391.23

Parking Lots			
Parking Lot	Frequency	New Amount Per Visit	New Amount Per Month
Burns Road Community Center	Frequency: 4 times a month	$ 76.05	$ 304.20
City Hall	Frequency: 4 times a month	$ 101.40	$ 405.60
Lilac Park	Frequency: 2 times a month	$ 25.35	$ 50.70
Palm Beach Gardens Park	Frequency: 2 times a month	$ 35.49	$ 70.98
Mirasol Park	Frequency: 2 times a month	$ 35.49	$ 70.98
PBG Tennis Center	Frequency: 2 times a month	$ 35.49	$ 70.98
City Park	Frequency: 2 times a month	$ 35.49	$ 70.98
Oaks Park	Frequency: 2 times a month	$ 25.35	$ 50.70
Lakeside Complex	Frequency: 2 times a month	$ 25.35	$ 50.70
Lake Catherine Sports Complex	Frequency: 2 times a month	$ 35.49	$ 70.98
Roller Hockey Park	Frequency: 2 times a month	$ 25.35	$ 50.70
Plant Drive	Frequency: 2 times a month	$ 25.35	$ 50.70
Riverside Youth	Frequency: 2 times a month	$ 25.35	$ 50.70
Gardens Park	Frequency: 2 times a month	$ 76.05	$ 152.10
Sandhill Crane Golf Club	Frequency: 2 times a month	$ 76.05	$ 152.10
		Total:	$ 1,673.10

Certificate Of Completion

Envelope Id: 0D004C9B367E48FFAD613EC357EB544B
Subject: Please DocuSign: Facilities Pro-Sweep-Street Sweeping Svcs.pdf
Source Envelope:
Document Pages: 6
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Barbara Chabre
10500 N Military Trail
Purchasing Department
Palm Beach Gardens, FL 33410
bchabre@pbgfl.com
IP Address: 151.132.106.163

Record Tracking

Status: Original
5/5/2021 2:12:34 PM

Holder: Barbara Chabre
bchabre@pbgfl.com

Location: DocuSign

Signer Events	Signature	Timestamp
Alessandro Correa tcorrea@facilitiespro-sweep.com Security Level: Email, Account Authentication (None)	DocuSigned by: Alessandro Correa 7D3F32BC89AA4DE...	Sent: 5/5/2021 2:29:39 PM Viewed: 5/5/2021 3:38:28 PM Signed: 5/5/2021 3:41:07 PM
	Signature Adoption: Pre-selected Style Using IP Address: 76.109.13.3	

Electronic Record and Signature Disclosure:
Accepted: 5/5/2021 3:38:28 PM
ID: c4a17ccd-5d10-4367-8707-3d6931ca7a0e
Company Name: Carahsoft OBO City of Palm Beach Gardens

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

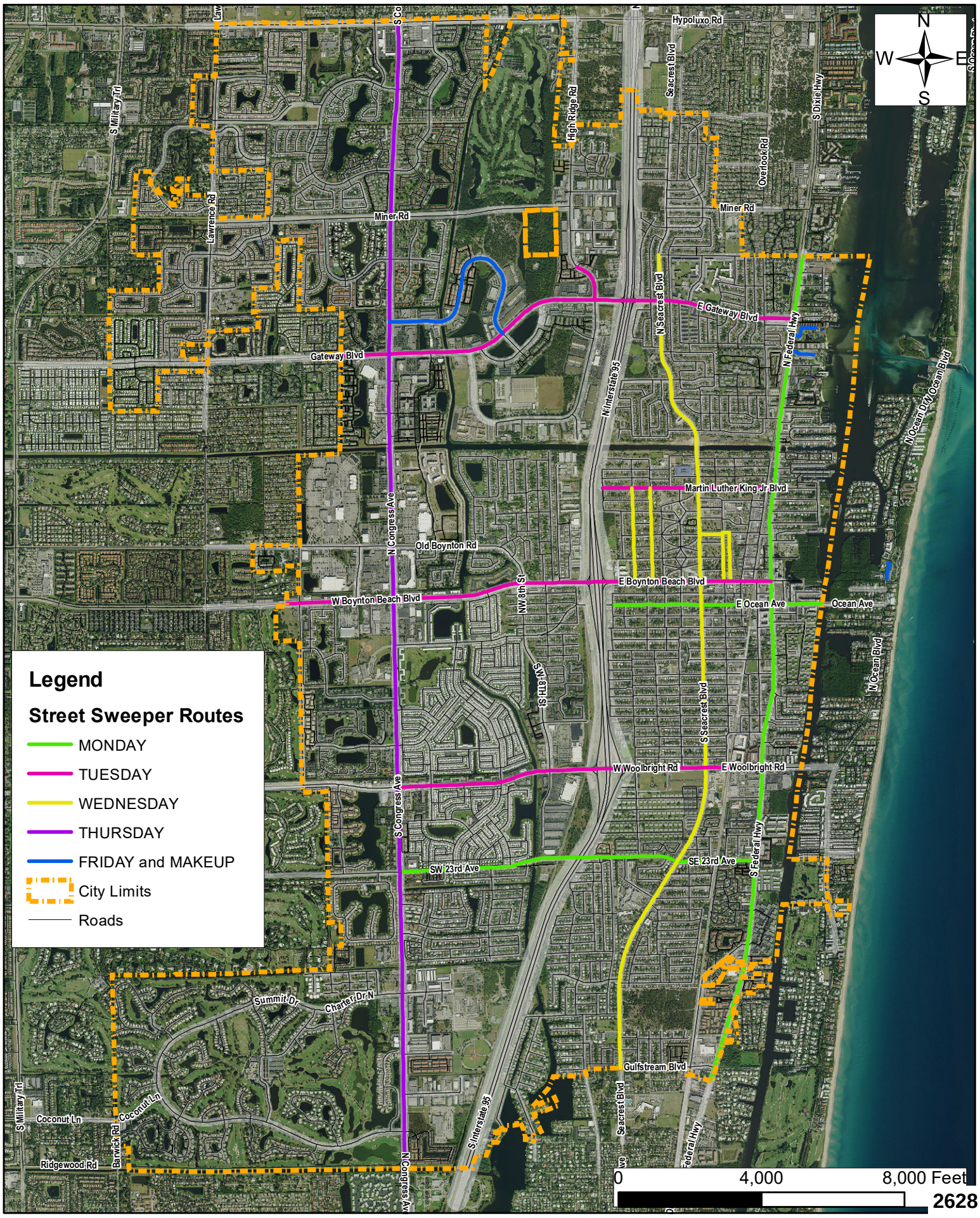
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/5/2021 2:29:39 PM
Certified Delivered	Security Checked	5/5/2021 3:38:28 PM
Signing Complete	Security Checked	5/5/2021 3:41:07 PM
Completed	Security Checked	5/5/2021 3:41:07 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

City of Boynton Beach Street Sweeper Routes



Legend

Street Sweeper Routes

- MONDAY
- TUESDAY
- WEDNESDAY
- THURSDAY
- FRIDAY and MAKEUP
- City Limits
- Roads

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Discussion on additional paving in fiscal year 24-25.

Requested Action: Requested by Commissioner Turkin

Attachments:
7B. Rev Pavement Asset Management Commission Presentation-Rev2 2.21.25.pptx

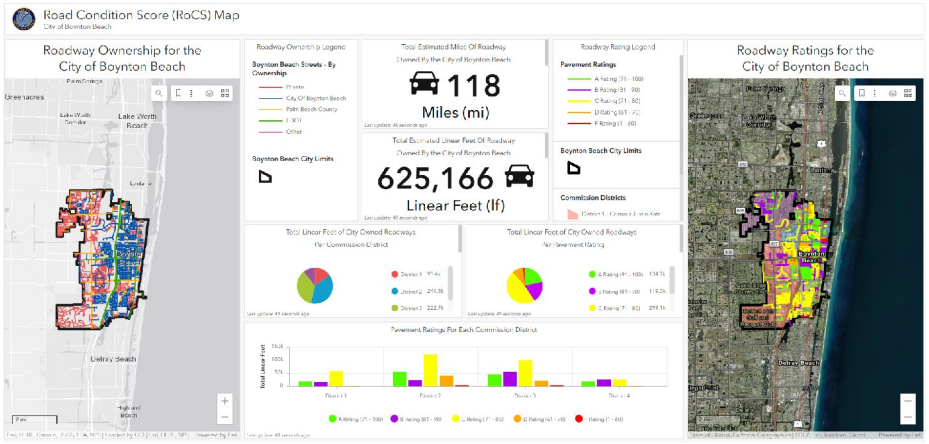
Pavement Asset Management

Strategic Plan FY'25-'26

Road Surfacing & Neighborhood Improvement Projects

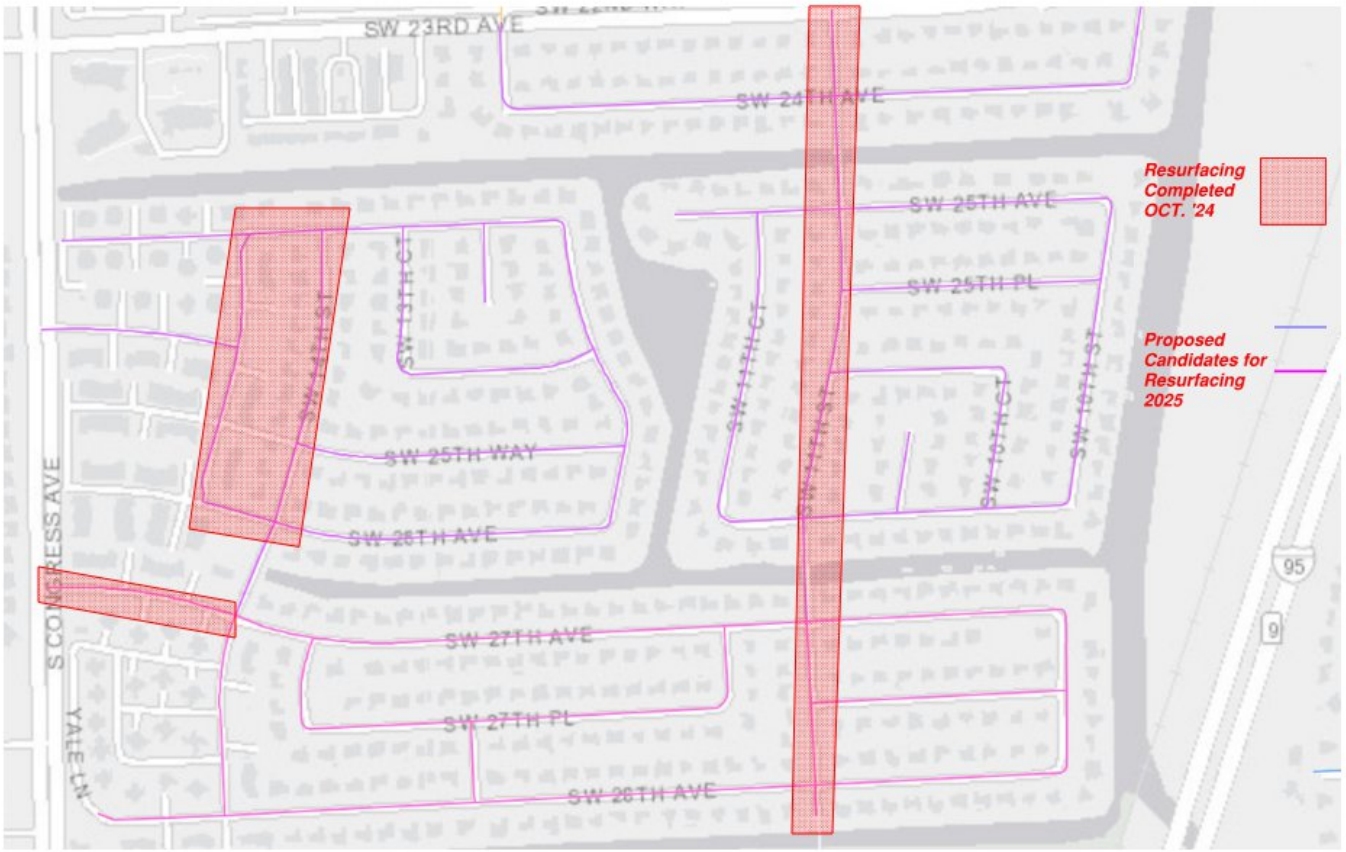
Priority Planning Tool-ArcGis-15 Yr Road Restoration Platform

- Paving Data & Mapping Platform are Updated as each project is completed
- Sidewalk Data & Mapping is updated with restoration year and comments
- ADA features are added to maps and data base w/ restoration date
- Platform has filters for views by road score and other attribute mapping tools so we can focus on worst first, or analyze specific groups at one time
- Facilitates in making determinations for priorities and for complete neighborhood projects
- Software assists in coordinating with Utility Department to avoid conflicts and redundant efforts and establish our program plan for the coming fiscal years



ArcGis - Road App Dashboard

- **Golfview Harbor** **$ 780K**



- **Chapel Hill** **$ 650K**

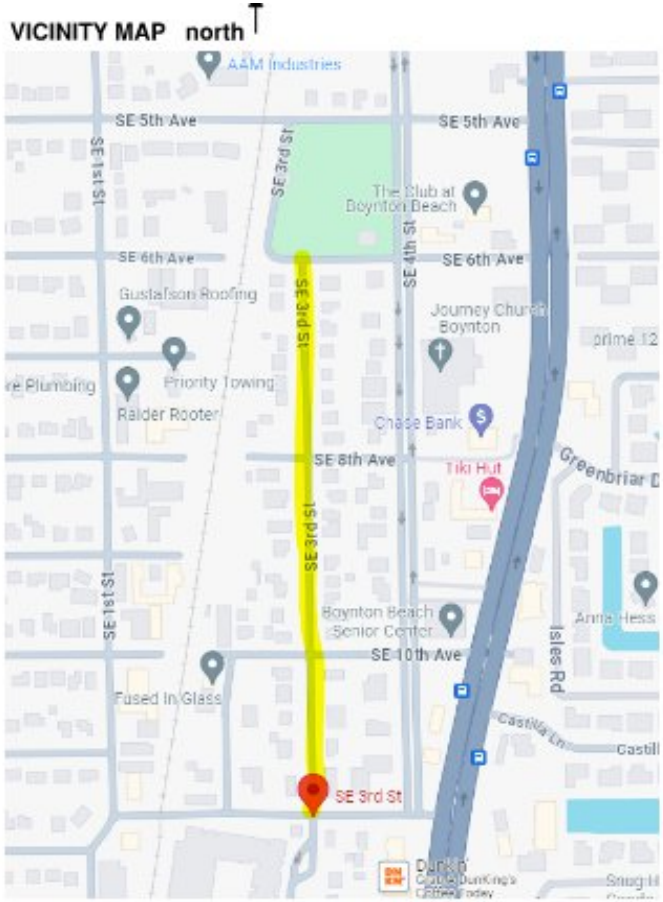


- **Meadows Neighborhoods (South) $ 950K**



THE MEADOWS - COMMUNITY ROAD RESURFACING

- **SE 3rd St** **$350K**



- **Martin Luther King Jr. Blvd** **$280K**





Asset Summary:

- **Golfview Harbor** **$780K**
- **Chapel Hill** **$650K**
- **Meadows Neighborhoods** **$950K**
- **SE 3rd Street** **$350K**
- **MLK JR Blvd.** **$280K**
- **Asset Investment Total for Defined Projects:**

$ 3.01M

QUESTIONS….?

CITY OF BOYNTON BEACH

THANK YOU

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/18/2025

Proposed Resolution No. R25-078- Approve the Waiver of Procurement Procedures exemption and authorize the purchase of two (2) ADA-compliant five-station portable restroom trailers from Elk Creek Trailers for an amount not to exceed $139,460.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-078.

Explanation of Request:

City staff has recently undertaken an extensive procurement search to acquire essential facilities for public use, which has led to an unexpected challenge in the municipal purchasing process.

The initial procurement effort focused on Sourcewell, a well-established government organization known for providing efficient purchasing solutions to government and educational entities nationwide. Sourcewell's platform, which typically offers hundreds of competitively solicited contracts, seemed a promising avenue for the City's specific needs: two (2) ADA-compliant five-station portable restroom trailers.

However, despite a thorough search of Sourcewell's extensive vendor network, staff encountered significant difficulties locating a suitable supplier. To expand the search, staff enlisted the help of John Henke, the City's Sourcewell Account Executive, who conducted an additional comprehensive vendor review.

The specialized nature of the required equipment proved to be a substantial limiting factor. Henke's search identified only two potential vendors capable of potentially meeting the City's specifications. Upon further investigation, staff discovered that even these vendors were unable to manufacture the requested five-station ADA-compliant facilities.

Given these extraordinary circumstances, City staff is now presenting an alternative solution to the City Commission. Staff is requesting a waiver of standard procurement procedures to

facilitate the purchase of two ADA-compliant restroom trailers from Elk Creek Trailers, which has offered the equipment at a discounted price of $149,460.00 (see below for a detailed breakdown).

This situation highlights the occasional challenges municipalities face when seeking specialized equipment, particularly when it involves ADA-compliant facilities. Staff's thorough exploration of traditional procurement channels, followed by their pursuit of alternative solutions, demonstrates their commitment to fiscal responsibility and meeting the City's accessibility needs.

Three quotes were obtained for two (2) ADA-compliant five-station portable restroom trailers, the vendors submitting quotes are as follows:

1. **Elk Creek Trailers (14-18 week delivery)**
    1. **$ 74,730 per trailer**
    2. **$ 149.460 sub-total**
    3. **$ 00 transport fees**
    4. **$ -10,000 discount**
    5. **$ 139.460 TOTAL COST**
2. **Ready 2 GO Restroom Trailers Sales, LLC (24-48 weeks delivery)**
    1. **$ 71,846 per trailer**
    2. **$ 143,692 sub-total**
    3. **$ 6,900 transport fees**
    4. **$ -2,000 discount**
    5. **$ 148,592 TOTAL COST**
3. **Montondo Trailer, LLC (20-24 weeks delivery)**
    1. **$ 79,705 per trailer**
    2. **$ 159,410 sub-total**
    3. **$ 6,500 transport fees**
    4. **$ 00 discount**
    5. **$ 165,910 TOTAL COST**

Staff requests to utilize the "Waiver of Procurement Procedures" as outlined on page 13, item 86 of the Purchasing Policy Manual (see below). Justification for this waiver, including supporting documentation, is attached for review and approval.

86. Waiver of procurement procedures – The waiver of procurement procedures exemption can only be approved by the City Commission. Staff will present all relevant information to the Commission, using it to make factual findings supporting its determination. Such contracts or purchases will not be placed on the City Commission consent agenda.

The Commission will evaluate the request, considering factors like time constraints in

procuring goods or services, to decide if the exemption is valid and whether granting approval serves the City's best interests. The City Commission may authorize the waiver by a simple majority vote if it is deemed in the City's best interest to obtain goods and services that cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors.

Purchases authorized by the waiver process shall be acquired with such competition as is practicable under the circumstances and only after a good faith review of all available sources and negotiation regarding price, delivery, and terms. Procurement procedures may not be waived for procurements subject to the provisions of F.S. § 287.055 or § 255.20 as amended from time to time.

Staff recommends that the City Commission approve the wavier of procurement procedures exemption and authoriz staff to issue a Purchase Order for two (2) ADA-compliant five-station portable restroom trailers from Elk Creek Trailers, for a total of $139,460, with a 14-18-week delivery.

How will this affect city programs or services? The purchase of two (2) ADA-compliant 5 station portable restroom trailers to enhance the accessibility and convenience of city-sponsored events. Currently, the City relies on standard portable restrooms, which often lack adequate accessibility features and can be insufficient for larger events. Investing in ADA trailers will improve inclusivity, enhance the event experience for all attendees, and potentially reduce long-term costs associated with event sanitation.

Budgeted Item: Yes

Account Line Item and Description: 302-4220-572.62-01

Fiscal Impact: These items have been budgeted in the FY 24/25 CIP and has been assigned project number, GG2513.

Attachments:
R25-078 Agenda_Item_2799-2025_Elk_Creek_Trailers.docx
01-Elk Creek Trailers 01 $ 139,460.00.pdf
01-Elk Creek Trailers 02.pdf
02-Ready2Go-01 $ 148,592.00.pdf
03-Montondo Trailer LLC-01 $ 165,910.pdf
03-Montondo Trailer LLC-02.pdf

RESOLUTION NO. R25-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE WAIVER OF PROCUREMENT PROCEDURES EXEMPTION AND AUTHORIZING A PURCHASE ORDER TO ELK CREEK TRAILERS FOR TWO (2) ADA-COMPLIANT FIVE-STATION PORTABLE RESTROOM TRAILERS FOR AN AMOUNT NOT TO EXCEED $139,460.00; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City requires two (2) ADA-compliant five-station portable restroom trailers to enhance the accessibility and convenience of City-sponsored events; and

WHEREAS, City staff conducted an extensive procurement search through Sourcewell, a well-established government organization that provides efficient purchasing solutions to government entities, but was unable to locate suitable suppliers capable of manufacturing the requested five-station ADA-complaint facilities; and

WHEREAS, the specialized nature of the required equipment proved to be a substantial limiting factor in the procurement process; and

WHEREAS, the City obtained only three quotes for two (2) ADA-compliant five-station portable restroom trailers; and

WHEREAS, Elk Creek Trailers submitted the lowest quote with the shortest delivery time of 14-18 weeks; and

WHEREAS, the City's Purchasing Policy Manual, page 13, item 86, allows for a "waiver of Procurement Procedures" when approved by the City Commission based on factors such as time constraints and the nature of the goods or services; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the waiver of procurement procedures exemption and authorize a Purchase Order for two (2) ADA-compliant five-station portable restroom trailers from Elk Creek Trailers, for a total not to exceed $139.460.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a waiver of procurement procedures exemption and a Purchase Order for two (2) ADA-compliant five-station portable restroom trailers from Elk Creek Trailers, for a total not to exceed $139.460.00.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

ELK CREEK TRAILERS

ELK CREEK
TRAILERS

Specs/Quote: City of Boynton Beach, Florida 33425 C/O Gail Mootz 2-11-2025

Specification and Quote for ECT ADA+4 Lowering Restroom-Trailer 28'x7'
Total Price is $74,730.00. including Delivery to you for 1-Trailer
If Buying 2 or More, they are $69,730 EA Including Delivery.
Built per Floorplan attached. Minor Floorplan Changes are ok.

Secure your spot in the production line with a 40% Deposit, or a Purchase Order.
All Trailers Are Sold, First- Come Basis Only. (Floorplan attached)
The current production schedule is only running 14-18-weeks for orders placed this week.

Frame/Chassis

Heavy Duty All Steel BOX Steel frame construction
All Steel Cage welded to the Steel frame Construction (No Wood Framing on Exterior)
Heavy Duty Electric Tongue Jack
12-Volt Deep Cycle Battery
Rollup-axles w/electric brakes sized to trailer
Spare Tire mounted on front of trailer.
Entire trailer Chip Resistant Undercoating
16" Heavy Duty Tires and Steel Rims

Exterior

All heavy gauge aluminum exterior in choice of colors See **attached colors (need this)**
(Superior to Fiberglass that is Heavy, fades in the sun & delaminates when exposed to UV rays)
30" Entrance Doors -***24" doors are Too small***
40" ADA restroom Door
5'x8' Fold Up ADA Platform & Ramp with wheelchair Lip
Foldup & in Steps and safety grab handles at All Restroom doors
Keyed alike locks on Ext Doors
Kickplates on restroom doors
Diamond Plate Rock Guard on Front of Trailer
Automatic Door Closers on Restroom Doors
Exterior LED Dusk to dawn lighting
SuperFlex 1-piece roofing membrane & walk on roof (far superior to all other roofs)
No aluminum roofs as they leak and are hard to repair and you cannot walk on them

Interior

Commercial Grade 95 Mills Thick Glue down 1-piece waterproof Flooring
Stable-Deck Waterproof Plywood subfloor
FRP-2-Tone Commercial wall package
Aluminum trim package
Occupied – Mechanical vacant locks on all restroom doors. (electronic lights easily break)
12" x 4" Stainless Steel Shelf in all Restrooms
Safety shatterproof mirrors in all restrooms above sinks
Fully Insulated Walls and Ceiling
Mounted Fire extinguisher in Mechanical Room
Self-Locking Double Roll Toilet Paper Dispensers (or whatever the customer is using)
Stainless-Steel Bulk Liquid Soap Dispensers
Stainless Sanitary Napkin Receptacles
Stainless-Steel C-Fold Paper towel dispensers
Baby Changing Station in ADA room

ELK CREEK TRAILERS

Electrical

1-AC Unit 13,500 BTU
Thermostat in lock box
LED Interior Lighting package controlled in Mechanical room.
Exterior LED Lighting & Dusk to dawn entrance and stair lighting controlled in Mechanical room.
Stereo system controlled in Mechanical room.
110V outlet in Mechanical room
5-12V Fans for Roof Ventilation with Roof Vent Covers per plans
Electric Hot water heater

Plumbing

Low Water Use Pedal Flush porcelain bowl toilets per plans
Stainless-steel sinks or Vessel Sinks per plans-**(Need Choice Here)**
Stainless-steel Countertops and Backsplashes **or**
Solid Surface (Corion) Countertops & Backsplashes-**(Need Choice Here)**
Built in All steel frame lockable cabinets
Self-Closing, Push Metered Sink low water use Faucets
Trailer is pre plumbed for easy winterization.
Pre-Charged Accumulator Expansion Tank to save the water pump from cycling
¾" City water/hose connection
Chrome Floor drains in each room
All rooms are sealed at baseboard to prevent flooding.
All steel painted with an acrylic waterproofing paint on the lower 18 inches that might come in contact with water to prevent rust
Commercial PEX Water Lines
Toilets/sinks all have individual shut off valves.
3-inch Banjo waste tank valve at front of Trailer
230-Gallon Fresh Water Tank and Pump assembly is standard 9upgradable to 460-Gallons
750-Gallon All Steel Lined Waste Tank (Far Superior to Plastic tanks that are easy to puncture)

INCLUDED-OPTIONS UPGRADES

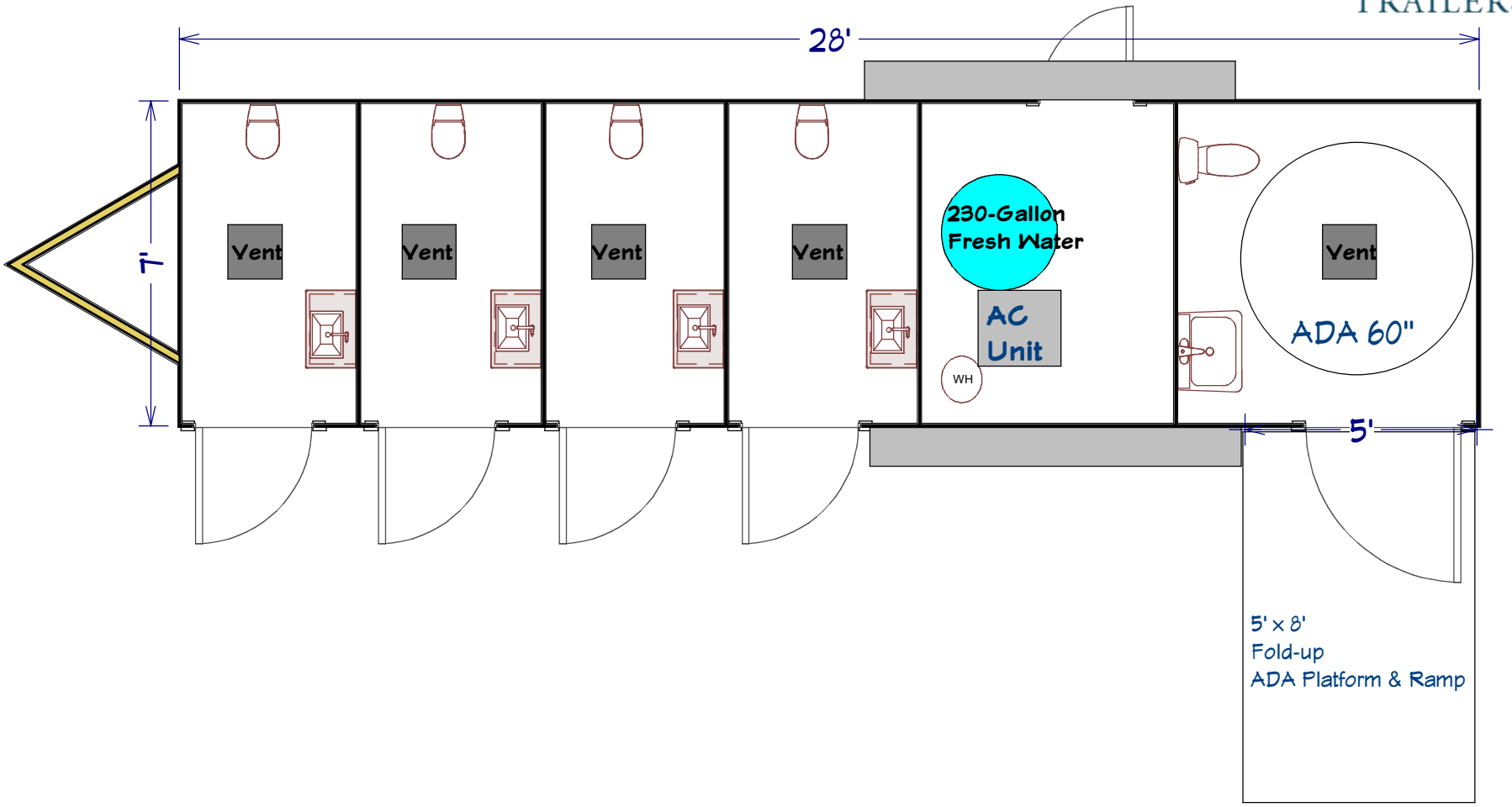
Commercial Grade 1-piece waterproof flooring (**Included**)
Whole trailer Insulation package **(Included)**
Roof Vent 12V Fan Ventilation 14"with covers (**Included**)
Roof Vent Cover keeps out excess water and makes vent cover last longer (**Included**)
Diamond Plate Rock Guard on Front of Trailer **(Included)**
Music Amp w/ 4 speakers and USB Card Player **(Included)**
Gender signs set **(Included)**
Mounted Spare Tire **(Included)**
Standard Trim Package
Premium interior Trim Package
Commercial Trim Package **(Included)**
Destination Delivery package **(Included)**

Available-Upgrades-Options

Self-contained hydraulic jacks. For raising. Or lowering trailer.
Upgrade to Recessed Stainless-Steel Towel Dispenser and Waste Receptacle
Warm Air Electric Hand Dryers (Most popular option SAVE ON PAPER TOWELS)
Hands free faucets
Hands free soap dispensers
TP Holder with cell phone shelf double
Enriched Foam Soap Dispenser
Heating Pads under Waste tank
Heated Waste Hose
Fixed Skylights
Back-Up Alarm
Increase Trailer by 1ft-Per Foot
Backup Generator Sized to Trailer
Generator Mount on Tongue of Trailer with Matching Aluminum Encasement
Outlets - GFI protected.
Fold Down Shower Seat
Safety Glass Shower Doors
Shower Timers lets you control the length of a shower from the Mechanical Room
Upgrade to LP Ducted Hot Air Furnace
Exterior Marine Speaker Installation – pair
Baby Changing Station **(Included)**
Stainless Steel Countertops **(Included)**
Additional Spare Tire
Aluminum wheels
Solar package (Note will NOT run AC unit)
Heavy Duty Extension Cords for Power Supply 25'
Steel Lifting Eye Hooks for Crane Lifting
Exterior Water Spigot (Cold Water Only)
Exterior Water Spigot (Hot and Cold Water)
Exterior Sinks
Exterior Drinking Fountains
Heavy Duty All Steel Entry doors and Frames
Opaque Window added to each Entry/Exit Door

ECT ADA+4 Lowering Restroom Trailer 28'x7'
230 gallon Fresh Water Tank | 750 gallon Waste Tank

ELK CREEK
TRAILERS



Ready2Go Restroom Trailers Sales LLC
1525 Park Manor Blvd # 300
Pittsburgh, PA 15205 USA
mark@ready2gotrailers.com

Estimate

ADDRESS
Gail Mootz
City of Boynton
124 E. Woolbright Road
Boynton Beach, FL 33425

SHIP TO
Gail Mootz
City of Boynton
124 E. Woolbright Road
Boynton Beach, FL 33425

ESTIMATE # 1257
DATE 02/12/2025
EXPIRATION DATE 02/28/2025

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT	SKU
CH - Trailer Sale	5 Station 27' Handicap Accessible Lowering Restroom Trailer with 600-gallon waste tank STANDARD FEATURES: • All Steel frame and exterior wall framing • E-Z lube wheel hubs with Electric brakes • Exterior wall and roof insulation • Keyed alike primary door locks • 2 5/16" trailer Receiver • Timed water saving sink faucets • 12V LED interior and exterior lighting • Aluminum steps (where applicable) and handrails • Aluminum roof and exterior siding • 16" Steel rim wheels • Torsion axles (non-lowering trailers) • Scissor Jack Stabilizers (non-lowering trailers) • Roto-molded poly waste and freshwater tanks • Vinyl sheet flooring • 13,500 BTU AC • Propane on-demand water heater -shower trailers	2	71,846.00	143,692.00	

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT	SKU
	SELECTED OPTIONS: * Deep Cycle Battery * Lowering Trailer w/ Fold up Ramp and Railing (Wheelchair Access, Grinder Pump Toilet required) * Aluminum Wheels * Vacant Occupied LED Indicators (Operated by Switch) * Water Tank / Pump, 400 gallons (380 gallons usable) * Hot Water Heater (Utility - Handwash) * Electric Front Jack * Baby Changing Station * 12" x 4" Stainless Steel Shelf * Double Roll Toilet Paper Dispenser * Stainless Steel C-Fold Towel Dispenser				
Discount	Multi-Trailer Discount	2	-1,000.00	-2,000.00	
Freight	Transport of Restroom/Shower/ or Specialty Trailer	2	3,450.00	6,900.00	

SUBTOTAL	148,592.00
TAX	0.00
TOTAL	**$148,592.00**

Accepted By

Accepted Date

Corporate Address:
6650 Rivers Ave., STE 100
Charleston, SC 29406

ESTIMATE

Montondo Trailer LLC
1800 Broadway St. Unit 4 C
Buffalo, NY 14212

jackm@montondotrailer.com
+1 (716) 982-8398
http://www.montondotrailer.com

800-680-2902

Bill to
Gail Mootz
Boynton Beach
100 E Ocean Ave.
Boynton Beach, Florida 33425
United States

Ship to
Gail Mootz
Boynton Beach
100 E Ocean Ave.
Boynton Beach, Florida 33425
United States

Estimate details
Estimate no.: 1585

#	Product or service	Description	Qty	Rate	Amount
1.	**2025 Specialty Trailer**	4 Station + ADA Restroom Trailer (All Private) *All doors on Street Side INCLUDING ADA door*	2	$79,705.00	$159,410.00
2.	**Delivery**	$2.50 per mile from Buffalo, NY to Shipping Address *Shipping Address required for accurate price*	2600	$2.50	$6,500.00

Total **$165,910.00**

Accepted date **Accepted by**

MONTONDO TRAILER
SHOWER RESTROOM COMBO
800-680-2902

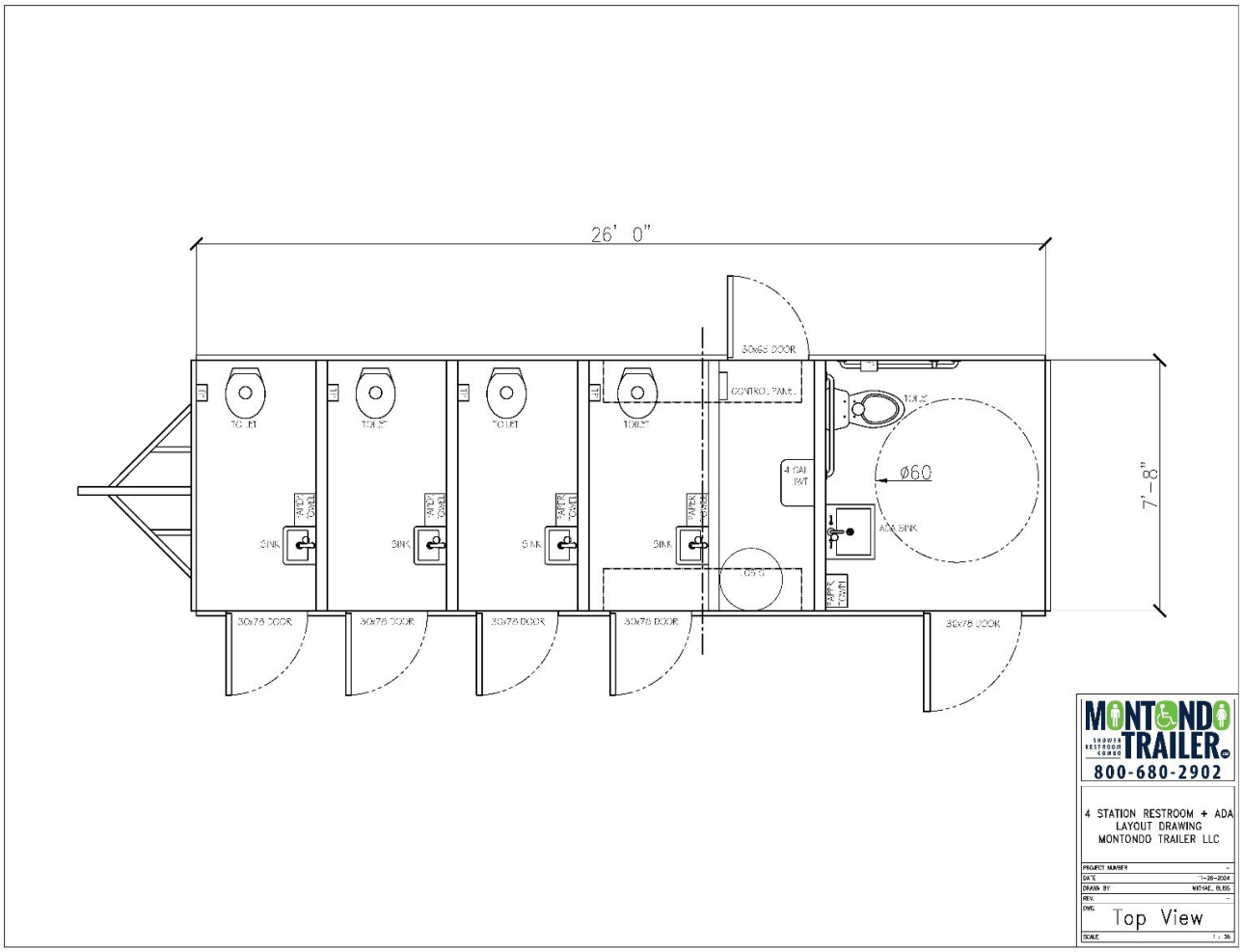
2025 NEW (26’ x 7’ 8”) 4 Station Restroom + ADA



Similar Build

Prepared By:
Montondo Trailer
Jake Augustino
716-339-9606
jake@montondotrailer.com

2025 NEW (26’ x 7’ 8”) 4 Station Restroom + ADA



MONTANDO TRAILER
SHOWER RESTROOM COMBO
800-680-2902

Year	Make/Model	Length	Width
2025	4 Station + ADA Restroom Trailer (All Private)	26'	7' 8"
	Hydraulic Drop Frame		

Quantity	Description	Rate	Total
1	2025 NEW 4 Station + ADA Restroom Trailer (All Private) Hydraulic Drop Frame	$ 83,900.00	$ 83,900.00
	CHASSIS		
1	8' Wide Body (Steel Tubular Frame)		$ -
2	7,000lb Drop Torsion Axle w/ Electric Braking System		$ -
4	Tires		$ -
1	Remote controlled Hydraulic drop frame (easily done with 1 person)		$ -
1	2-5/16 Ball Hitch		$ -
	EXTERIOR FEATURES		
1	One-Piece Gel Coat Walls (Fully Insulated)		$ -
1	Aluminum Trim		$ -
4	2 Step MORyde Stair		$ -
4	Fold out handrail		$ -
4	Standard Entry Door (30" x 78")		$ -
1	XL ADA Entry Door (36" x 78")		$ -
1	7ft Aluminum ADA Ramp		$ -
1	Mechanical Room Door (30" x 65")		$ -
5	Led Light over each entry door		$ -
	INTERIOR FEATURES		
4	Standard China Bowl Toilet		$ -
4	Wall Mounted Sinks w/ mirror		$ -
1	ADA Macerating toilet		$ -
1	ADA Sink w/ tilted mirror		$ -
1	Commercial Grade interior w/ FRP walls and coin rubber non slip flooring		$ -
5	Standard Dispensers (toilet paper roll, paper towel, hand soap)		$ -
	PLUMBING		
1	City Water Hookup		$ -
1	105 Gallon Freshwater Tank		$ -
1	450 Gallon Wastwater Tank		$ -
1	3" Banjo Dump Valve		$ -
	ELECTRICAL		
1	4 Gallon Hot Water Tank		$ -
1	13,000 BTU Air Conditioner w/ Heat Strip		$ -
1	Led Lighting Throughout		$ -
1	Electrical panel		$ -

MONTONDO TRAILER
SHOWER RESTROOM COMBO
800-680-2902

ADD-ON PACKAGES			
0	Winter Package: Complete with added insulation and waste tank heat pad ($100/ Linear Foot)	$ 100.00	$ -
0	Generator w/ Mounting Cage on tongue of trailer	$ 7,500.00	$ -
0	Exterior Graphic Wrap	$ 6,500.00	$ -
0	Event Interior: upgraded interior w/ wainscoting	$ 1,500.00	$ -
Totals			
	Sub Total = Trailer Price + ADD-ON Packages	Sub Total	$ 83,900.00
	Delivery = $2.50 per mile from Buffalo, NY to Shipping Address	Delivery	Shipping Address Needed
	Total = Sub Total + Delivery	Total	$ 83,900.00

$79,705 Each if purchasing (2) Trailers

Standard Terms: 50% Down Payment to start order, Balance due 10 business days prior to delivery

Any Payment by the Customer indicates the Customer agrees to our Terms and Conditions whether its signed or not.

Cancellation of order, post deposit, will be subject to a 50% restocking fee based on gross sale price.

Items are the sole property of Montondo Trailer until full payment is made and must be turned over if payment isn't made within 90 days of delivery.

I the undersigned would like to purchase the items above in agreement with Montondo Trailer LLC terms and conditions

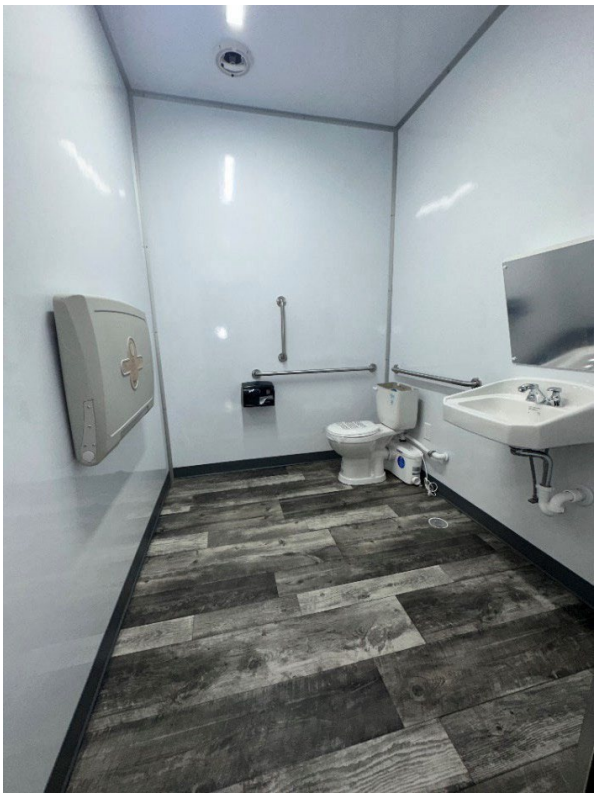
Signature:	
Print Name:	
Date:	

REFERENCES:

- Rocco Nisivoccia (Hard Out Productions): (973) 207—9666
- Joe Snyder: (716) 783-2584
- Dr. Joe Wilson: (919) 698-2149
- Tyler Chaves (Chaves Brothers Management): (973) 224-9955
- Melissa Proctor (Yurok Nation): (707) 482-1350 Ext: 1436
- Brad Menza (Canalside): (716) 208-6155

AFFILIATIONS:

- NATM: National Association of Trailer Manufacturers
- PSAI: Portable Sanitation Association International



Warranty

MONTONDO TRAILER PARTS AND COMPONENTS WARRANTY

5 yr. on the Trailer frame that covers defects in material and workmanship. That does not include warranties on the following products used to manufacture the trailer. Tires, wheels, axles and jacks. These items are warranted by their Mfg.

MT reserves the right to a final decision on whether (after inspection) it is decided the trailer has been misused.

All warranties voided if it is determined by Montondo Trailer that damage to the unit was caused by transportation of the trailer with waste or water in either of the onboard holding tanks.

Product warranties for installed Restroom components:

- AC limited 2 yr. on all major components.
- Lippert Axle- 1yr- 6yrs based on unit used
- Dometic toilets- 1yr
- Sloan Waterless urinals- 1yr
- Water pumps- 1yr
- See Level tank monitor- 1yr
- Interior or exterior LED – 1yr (unless damaged)
- Custom made cabinets- no warranty (workmanship issues will be handled on a ICB)
- Timed faucets- 1 yr. limited
- Pre-made cabinets- ICB based mfg.
- Wall Heater- Limited 1 yr.
- Stall Partitions: Mfg. guarantees its powder coated steel units, properly maintained, against corrosion or Discoloration for 3 years from the date of receipt by the customer. If materials are found defective during that period for the reasons listed above, the material will be replaced free of charge. No credits or allowances will be issued for any labor or expenses relating to the replacement of components covered under the warranty plan.
- Fresh water vertical storage tank- 3 yr.
- Tires and Wheels & Jacks- TBD based on the tires used and size

MONTONDO TRAILER
SHOWER RESTROOM COMBO
800-680-2902

WIRING INSTRUCTIONS:

CHASE MANHATTAN BANK

SWIFT CODE: CHASUS33

Routing# 267084131

Account # 708708299

For ACH Transfers use Routing #267084131

1 Chase Manhattan

New York,New York 10005

For the benefit of Montondo Trailer:

1800 Broadway Street 4C

Buffalo New York 14212

716-982-8398

Montondo Trailer Buyback Program

Qualifications:

1. The restroom trailer must be purchased new from Montondo Trailer.
2. The restroom trailer must be owned by the purchaser for one full year from the date of initial purchase.
3. Montondo Trailer must be able to inspect the trailer within two months following the 1st anniversary of purchase.
4. You must contact us in month 12 from the purchase date & alert us that you wish to be eligible for the buyback policy.
5. Upon inspection Montondo Trailer will buy back the restroom trailer from you for up to 80% of the original purchase price. Owner of trailer must be able to provide proof at inspection that the unit is completely functional.
6. Montondo Trailer will make a bid on the restroom trailer within 2 weeks of the inspection. Owner of trailer must prove they possess the title along with the owner's manual.
7. Upon agreed terms & payment Montondo Trailer will buy the restroom trailer & take possession.

Thank you,

Montondo Trailer, LLC.

Docusign Envelope ID: 9C77F991-232A-47B4-B2CF-B3E4E7AA8188

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CENTRALSQUARE TECHNOLOGIES, LLC FOR CENTRALSQUARE SOLUTIONS

This First Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and CentralSquare Technologies, LLC, a Delaware limited liability company registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On August 10, 2020, the Parties entered into the CentralSquare Solutions Agreement (the "Agreement").

B. The Services provided by Vendor were procured pursuant to the following exemption in the City's Procurement Policy: purchase of information technology software applications and equipment directly from the manufacturer, developer, or producer of the product or service, including annual licenses, maintenance, support, and upgrades to existing information technology software, hardware, or firmware; this includes subscription-based software fees that are unique or preexistent and contain historical knowledge that cannot be easily or without cost moved to another software application.

C. The Parties desire to amend the Agreement to extend the term for one additional year and to establish the fees during this renewal term.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

A. Term Extension. The Parties hereby extend the Agreement for an additional 1-year term. The Agreement is therefore renewed to continue through and including March 31, 2026 (the "Renewal Period"). This Agreement may be extended for additional 1-year terms upon the Parties' mutual written agreement; the Agreement shall not automatically renew.

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B. Fee During Renewal Period. City shall pay Vendor a fee of $269,943.78 for all Services provided during the Renewal Period, as further outlined in Renewal Order No. Q-198000 attached hereto as **Exhibit A**.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not included in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City concerning any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

(a) Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the term of the Agreement, will not be ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and for the duration of the term of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

(b) Public Entity Crime Act. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

(c) Verification of Employment Eligibility. Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

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(d) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

(e) Entities of Foreign Concern. The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Amendment, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for payment purposes. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(f) Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City, nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

(g) Anti-Human Trafficking. On or before the Effective Date of this Amendment, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.
(h)

7. The effective date of this Amendment shall be the date of complete execution by the Parties.

8. This Amendment may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

Docusign Envelope ID: 9C77F991-232A-47B4-B2CF-B3E4E7AA8188

CITY

CITY OF BOYNTON BEACH

By_____
Ty Penserga, Mayor

____ day of _____, 2025

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

CENTRALSQUARE TECHNOLOGIES, LLC

By DocuSigned by: Barry Medintz 3EE5CC45504B4EE...
Authorized Signer

Barry Medintz, General Counsel & Corp. Secretary
Print Name and Title

13th day of March, 2025

SRW
2.4.25
CentralSquare Amendment

Docusign Envelope ID: 9C77F991-232A-47B4-B2CF-B3E4E7AA8188

CENTRALSQUARE

Exhibit A

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

Renewal Order #: Q-198000
Start Date: April 1, 2025
End Date: March 31, 2026
Billing Frequency: Monthly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Fred Harris, IT Director
City of Boynton Beach
100 East Boynton Beach
Boynton Beach, FL 33435
561-742-6073

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	ASP - Technical Annual Access Fee	1	264,793.39 USD
2.	Fusion APIs Annual Maintenance Fee	1	0.00 USD
3.	Fusion Open Market Annual Subscription Fee	1	0.00 USD
4.	Fusion Proprietary Annual Access Fee	1	0.00 USD
5.	Modifications Annual Access Fee	30	0.00 USD
6.	NaviLine Accounts Receivable-Annual Access Fee	1	0.00 USD
7.	NaviLine Additional Library Annual Access Fee	1	0.00 USD
8.	NaviLine BP Voice Response Interface (Teleworks)	1	0.00 USD
9.	NaviLine Building Permits Annual Access Fee	1	0.00 USD
10.	NaviLine Business Licenses Annual Access Fee	1	0.00 USD
11.	NaviLine Cash Receipts Lock Box Interface	1	0.00 USD
12.	NaviLine Cash Receipts Lock Box Interface Annual Access Fee	1	0.00 USD
13.	NaviLine Cash Receipts-Annual Access Fee	1	0.00 USD
14.	NaviLine CIS IVR Credit Card Interface-Generic Annual Access Fee	1	0.00 USD
15.	NaviLine Click2Gov3 Accounts Receivable & Loans Annual Access Fee	1	0.00 USD
16.	NaviLine Click2Gov3 Building Permits	1	0.00 USD
17.	NaviLine Click2Gov3 Business Licenses Annual Access Fee	1	0.00 USD

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CENTRALSQUARE

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

18.	NaviLine Code Enforcement Annual Access Fee	1	0.00 USD
19.	NaviLine Customer Information System Annual Access Fee	1	0.00 USD
20.	NaviLine Delinquency Call Out Listing Interface-Generic Annual Access Fee	1	0.00 USD
21.	NaviLine Document Management Services Annual Access Fee	1	0.00 USD
22.	NaviLine Document Management Services Annual Access Fee	1	0.00 USD
23.	NaviLine Fixed Assets-Annual Access Fee	1	0.00 USD
24.	NaviLine Fleet Management-Annual Access Fee	1	0.00 USD
25.	NaviLine GMBA w/Extended Reporting Annual Access Fee	1	0.00 USD
26.	NaviLine Human Resources Annual Access Fee	1	0.00 USD
27.	NaviLine Land/Parcel Mgmt-Annual Access Fee	1	0.00 USD
28.	NaviLine P-Card Annual Access Fee	1	0.00 USD
29.	NaviLine Payroll/Personnel-Annual Access Fee	1	0.00 USD
30.	NaviLine Planning & Engineering Annual Access Fee	1	0.00 USD
31.	NaviLine Purchasing/Inventory-Annual Access Fee	1	0.00 USD
32.	NaviLine RecTrac Interface to CR Annual Access Fee	1	0.00 USD
33.	NaviLine RecTrac Interface to GM Annual Access Fee	1	0.00 USD
34.	NaviLine Time & Attendance Interface-Generic Annual Access Fee	1	5,150.39 USD
35.	NaviLine User Interface	1	0.00 USD
36.	NaviLine Work Orders/Facility Management Annual Access Fee	1	0.00 USD

Total:	288,079.52 USD
Discount Total:	18,135.74 USD
Renewal Order Total:	269,943.78 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

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Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

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Enterprise Alternate Contract Source (ACS)
No. 44100000-24-NASPO-ACS
For
Multi-Function Devices, Copiers, and Related Software and Services

This Enterprise Alternate Contract Source No. **44100000-24-NASPO-ACS for Multi-Function Devices, Copiers, and Related Software and Services** ("Term Contract"), is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, FL 32399; and **Konica Minolta Business Solutions U.S.A., Inc.** ("Contractor"), located at 100 Williams Drive, Ramsey, NJ, 07446; collectively referred to herein as the "Parties."

WHEREAS, section 287.042(16), Florida Statutes (F.S.) authorizes the Department to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services.

WHEREAS, the Lead State of Colorado through NASPO, competitively procured Multi-Function Devices and Related Software, Services, and Cloud Solutions and executed contract No. Master Contract No. 187962, Multi-Function Devices and Related Software, Services, and Cloud Solutions ("Master Contract"), with the Contractor; and

WHEREAS, pursuant to section 287.042(16), F.S., the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective on August 1, 2024, and its term currently ends on July 31, 2026. The Master Contract has three (3) years of renewals available. This Term Contract will become effective on August 1, 2024 or on the date signed by all Parties, whichever is later. This Term Contract will expire on July 31, 2026 unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. This contract document, Exhibits A, B, C, and D constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated into this Term

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Contract by reference herein. In the event of a conflict, the following order of precedence shall apply:

a) This contract document
b) Exhibit A, Additional Terms and Conditions to the Enterprise Contract
c) Exhibit B, Enterprise Standard Terms and Conditions
d) Exhibit C, PUR 7801
e) Exhibit D, Florida Post-Hoc Lease-Cancellation (FLPL) Schedule for Konica Minolta Business Solutions, U.S.A., Inc.
f) Exhibit E, Master Contract (including any amendments to the Master Contract made prior to the effective date of this Term Contract and any subsequent amendments to the Master Contract that are added to this Term Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Term Contract, agencies, as defined in section 287.012, F.S., may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:
Sunny Kim
Konica Minolta Business Solutions U.S.A., Inc.
1595 Spring Hill Road, Suite 140
Vienna, VA 22182
Phone: 703-760-3588
Email: skim@kmbs.konicaminolta.us

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Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

5. Modifications.

Unless otherwise stated in the Term Contract, any amendments to this Term Contract must be in accordance with Exhibit B, Enterprise Standard Terms and Conditions. If amendments are made to the Master Contract after the effective date of this Term Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Term Contract, enter into a written amendment with the Department in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized undersigned officials.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C94713929499485...

Name: Pedro Allende

Title: Secretary

Date: 11/26/2024 | 2:35 PM EST

Contractor:
Konica Minolta Business Solutions U.S.A., Inc.

DocuSigned by:
By: Sam Errigo
5F266CD97B1B4B0...

Name: Sam Errigo

Title: CEO

Date: 11/26/2024 | 9:09 AM EST

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Term Contract, which includes the Enterprise Standard Terms and Conditions and these Additional Terms and Conditions to the Enterprise Contract.

The following subsections are added to the Enterprise Standard Terms and Conditions (Exhibit B):

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
   This online process allows Contractors to submit invoices via the AN for catalog and non-

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catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

SECTION 19: FINANCIAL CONSEQUENCES.

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

SECTION 20: LEASE AGREEMENTS.

a. Equipment leases are subject to the Terms and Conditions as set forth in the NASPO Master Agreement, Exhibit A, Section III A-F, except as provided in subsection g., "Early Termination for Convenience of Straight Leases."

b. Contract users will not sign lease agreements. The purchase document referencing Master Agreement number 187962 and Contract number 44100000-24-NASPO-ACS will be sufficient.

c. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, Capital Lease or Straight Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

d. Assignment: Contractor may assign, solely for financing purposes, upon written notification to and subsequent approval by the State of Florida, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to

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become due thereunder with respect to the Products; and (iii) all rights and remedies under this Contract with respect to the Products, such payments and other amounts due. Any such assignment, however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Contract #187962 or the Contract. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Florida.

All lease programs must remain with the Contractor, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

e. End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease Term. Such notification may include, but not be limited to, the following:

i. Any acquisition or return options, based on the type of lease agreement;
ii. Any renewal options, if applicable; and/or
iii. Hard drive removal and surrender cost, if applicable.

f. End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

g. Early Termination for Convenience of Straight Leases: If a Purchasing Entity terminates a Straight Lease for convenience, the Purchasing Entity must pay, within a maximum of 60 calendar days after the requested termination, the difference of rates between the Straight Lease period which was selected at the time of order and the longest Straight Lease term which was fulfilled multiplied by the number of months the Purchasing Entity held the device.

For example: a Purchasing Entity leases item number A7AK019 at a price of $1,796.31 for the 60-month Straight Lease rate of 0.02530 times $1,796.31, or $45.45 per month, but wishes to Terminate for Convenience after 33 months. The Purchasing Entity will pay the difference calculated by taking the Rate of the longest Straight Lease term which was fulfilled (in this instance, the 24-month rate, which is 0.05540) times the number of months the device was held by the Purchasing Entity (33) times the price of the Unit ($1,796.31), and then subtracting from that number the payments already made. In this instance, the payment calculation would be (0.05540 * 33 * 1,796.31) – (0.02480 * 33 * 1,796.31) = (3,284.01) – (1,470.10) = $ 1,813.91.

If a Purchasing Entity wishes to terminate a Straight Lease for convenience before the term of the shortest Straight Lease offered by the Contractor, the Purchasing Entity will convert the Straight Lease to the Florida Post-Hoc Lease-Cancellation Rate (FLPL Rate) and pay, within a maximum of 60 calendar days after the requested termination, the difference between the rate of the Straight Lease period which was selected by the Purchasing Entity at the time of

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order and the FLPL Rate multiplied by the number of months the Purchasing Entity held the device.

For example: a Purchasing Entity leases item number A7AK019 at a price of $1,796.31 for the 60-month Straight Lease rate of 0.02530 times $1,796.31, or $45.45 per month, but wishes to Terminate for Convenience after 12 months. The Purchasing Entity will pay the difference calculated by taking the FLPL Rate (0.1000) times the number of months the device was held by the Purchasing Entity (12) times the price of the Unit ($1,796.31), and then subtracting from that number the payments already made. In this instance, the payment calculation would be (0.1000 * 12 * 1,796.31) – (0.02480 * 12 * 1,796.31) = (2,155.57) – (534.58) = $1,620.99.

SECTION 21: PRODUCT INSTALLATION & INVOICING.

Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.
Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter-read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate meter read invoicing shall result in a $25.00 per instance credit on the following month's service invoice.

SECTION 22: NOT SPECIFICALLY PRICED ("NSP") OPEN MARKET ITEMS.

Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Contract, and may be purchased as a stand-alone option. NSP items will not include:

i. Interactive White boards;
ii. Computers, monitors, or other related items;
iii. Fax machines;
iv. Kiosks
v. Overhead Projectors; and
vi. Cameras.

NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Contract. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

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SECTION 23: SHOWROOM EQUIPMENT.

Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, providing the following conditions are met:

a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and
b. The Device must be discounted by at least 5% off the Master Contract pricing for that same Device; and
c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

SECTION 24: SOFTWARE.

Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Contract, the language in the Master Contract will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

SECTION 25: MAINTENANCE SERVICE LEVEL AGREEMENTS.

Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Contract, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

SECTION 26: MANAGED PRINT SERVICES ("MPS") LEVEL AGREEMENT.

Purchasing Entities are subject to the Contractor's "Konica Sample MPS Statement of Work" provided in Master Contract as Attachment 15, or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement

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SECTION 27: CONTRACT PRODUCT OFFERINGS.

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

The corresponding subsections of the Enterprise Standard Terms and Conditions (Exhibit B) referenced below are replaced in their entirety with the following:

Section 5.2: Purchase Submission.

For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

All orders should contain the following:

(1) "PO subject to NASPO ValuePoint Master Contract #187962 & State Contract #44100000-24-NASPO-ACS"

(2) Purchaser's Address, Contact, & Phone-Number

(3) Purchase order amount

(4) Type of Lease and monthly payment

(5) Itemized list of accessories

(6) Service program and rates

(7) Attached SOW Template if applicable.

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Section 7.4.1: Subcontractors.

The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com) The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

All Contractors and resellers authorized in the State of Florida are listed in the Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and in the Contractor's Authorized Resellers List, which is available on the DMS State Contracts and Agreements website, and are approved to provide sales and service support, to participants in the NASPO ValuePoint Master Contract. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Contract and this Contract.

Section 10.7 Indemnification.

For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property to the extent caused by Contractor's negligence or greater culpability. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

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SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within three (3) business days of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

For purposes of this Contract, the corresponding subsections of the PUR 1000 referenced below are replaced in their entirety with the following:

Section 5, subsection h.: Risk of Loss.

Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within thirty (30) Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or nonconforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within thirty (30) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.

Section 8, subsection g.: Limitation of Liability.

For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of $250,000 or in aggregate one and one-half (1.5) times the total payments made by the State to Contractor for the products or services in question in the twelve (12) months

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immediately preceding the first occurrence of the event giving rise to such liability. This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor. Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

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EXHIBIT B

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment.** The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall

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contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 Transaction Fees. The State of Florida, through the Department of Management Services,

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has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of

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the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising

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because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

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If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed

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within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 **Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 **Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 **Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 **JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**

10.7 **Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

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11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but

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failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

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12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply

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to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

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14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

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14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

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14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

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17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

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Vendor Certification Form

I hereby certify the following on behalf of the vendor identified below:

Customer Indicator (Required, N/A, Determined by Vendor)	**Vendor Indicator** (Certified, N/A)	**Certification**
Required	Choose an item.	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	Choose an item.	If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	Choose an item.	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.

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Required	Choose an item.	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached it hereto.
Determined by Vendor	Choose an item.	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614, and attached it hereto.
Required	Choose an item.	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	Choose an item.	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	Choose an item.	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.
Required	Choose an item.	If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Labor Vendor List within the past 365 days or, if placed on the Forced Labor Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S. If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor. The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.

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By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information	**Signatory**	
Name	Signature	Date
FEIN	Typed or Printed Name	
	Title	

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Florida Post-Hoc Lease-Cancellation (FLPL) Schedule for Konica Minolta Business Solutions U.S.A., Inc.

Standard Financing Term (Months)	Rate
1-17	0.1000

Property Tax is included in the rate

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NASPO ValuePoint Master Agreement Terms and Conditions

For Copiers and Managed Print Services

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the **State of Colorado** (Lead State)

Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 5th Floor
Denver, Co 80203

And

Konica Minolta Business Solutions USA Inc.
100 Williams Drive
Ramsey, NJ 07446

Master Agreement Number: 187962

DocuSign Envelope ID: 1904E99C-E265-432F-9E5E-2488B31522D2

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MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.

1.2 **A4 MFD –** A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.

1.3 **Acceptance** - A written notice from a Purchasing Entity to Contractor advising Contractor that the Device has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor, as set forth in Section IX of this Master Agreement.

1.4 **Accessory** – A compatible item that is added to the Base Unit to enhance its capabilities and functions.

1.5 **Attachment** – Contractor's Supplemental Documents consist of the following:

1.5.1 Attachment 1 – KMBS Master Lease Agreement

1.5.2 Attachment 2 – KMBS Master Premier Advantage Schedule with Maintenance

1.5.3 Attachment 3 – KMBS Master Premier Lease Schedule without Maintenance

1.5.4 Attachment 4 – Standard Maintenance Terms and Conditions Schedule

1.5.5 Attachment 5 – KMBS MIPA Agreement

1.5.6 Attachment 6 – KMBS MIPA Schedule

1.5.7 Attachment 7 – KMBS Municipal Authorization

1.5.8 Attachment 8 – KMBS Warranty Customer One Guarantee

1.5.9 Attachment 9 – KMBS MPS Site Agreement

1.5.10 Attachment 10 – KMBS ECM Hosting SOW

1.5.11 Attachment 11 – KMBS ECM Software Subscription SOW

1.5.12 Attachment 12 – KMBS SSD Disposal Options

1.5.13 Attachment 13 – KMBS Incumbency Certificate

1.5.14 Attachment 14 – Konica Customer Expectation Guide Solutions Support

1.5.15 Attachment 15 – Konica Sample MPS Statement of Work

1.5.16 Attachment 16 – Konica Equipment Removal Authorization Form

1.6 **Authorized Dealer** – The Manufacturer's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer's Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.

1.7 **Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that

include all standard Accessories and parts and excludes optional Accessories and/or software.

1.8 **Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.

1.9 **Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.

1.10 **Business Day** – Any day other than Saturday, Sunday, or a legal holiday.

1.11 **Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments.

1.12 **Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.

1.13 **Cancellable Rental** - An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Device ownership is not an option.

1.14 **Capital Lease** - For the purposes of this Master Agreement, a Capital Lease shall also be referred to as a $1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.

1.15 **Ceiling Pricing** - Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.

1.16 **Contractor** - A party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.17 **Coterminous** - Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Device or Accessory. The original term of the lease or rental is not modified as a result of a Coterminous addition.

1.18 **Deliverable** - A Product, Service, solution, result, labor, or other effort being sought through this RFP.

1.19 **Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as “Equipment.”

1.20 **Device Downtime** - The period of time that a Device is waiting for Service to be completed.

1.21 **Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.

1.22 **Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device,

often for a discounted amount.

1.23 **Device Upgrade or Downgrade** - A replacement of the Purchasing Entity's existing lease or rental Device, with a different piece of Device, of either greater or lesser value. A new lease or rental is then originated for the new piece of Device, with the remaining lease or rental payments on the old Device wrapped into it. The old lease or rental is closed out, and the Device is returned to Contractor.

1.24 **Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.

1.25 **Embedded Software** - One or more software applications which permanently reside on a computing Device.

1.26 **Energy Star** - The U.S. Environmental Protection Agency's standard for energy efficiency.

1.27 **Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.

1.28 **Free on Board (FOB) Destination** - Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.

1.29 **Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.

1.30 **Initial Lease or Rental Term** - The length of time (i.e. 12, 18, 24, 36, 48, 60 or 72 months) that a Purchasing Entity enters into a lease or rental agreement.

1.31 **Intellectual Property** - Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.32 **Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.

1.33 **Lead State -** The State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.34 **Legacy Device** – A Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.

1.35 **Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.

1.36 **Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.

1.37 **Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Contractor.

1.38 **Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.

1.39 **Master Agreement** - The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.40 **Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.

1.41 **NASPO ValuePoint** - A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.42 **Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.

1.43 **Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, holidays excluded.

1.44 **Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.

1.45 **OEM** – The Original Equipment Manufacturer.

1.46 **Order** - Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc. used by a Purchasing Entity to order the Products and Services.

1.47 **Participating Addendum –** A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.48 **Participating Entity -** A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.49 **Participating State** - A state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.50 **Power Filter** - An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.

1.51 **Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.

1.52 **Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.

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1.53 **Production Device** - A high-speed, high-quality printing Device that typically has advanced finishing functionality.

1.54 **Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.

1.55 **Published Price** – The price that is posted on the Manufacturer's website or in their pricing literature (e.g. not the Master Agreement contract price).

1.56 **Purchasing Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.57 **Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.

1.58 **Remanufactured** - The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Device must be certified by the Manufacturer.

1.59 **Renewal Term** - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.

1.60 **Response Time** - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.

1.61 **Scanner** - A Device that scans documents and converts it into digital data.

1.62 **Segment** - The various speeds that Devices are categorized by.

1.63 **Services** – The labor required to be performed by Contractor pursuant to the Master Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.

1.64 **Service Base Location** - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.

1.65 **Service Call** - An on-site Service technician visit due to Device error or malfunction.

1.66 **Single-function Printer** - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.

1.67 **Straight Lease** - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.

1.68 **Supplemental Documents** – With the exception of software, end-user and click-wrap agreements, Contractor's Supplemental Documents are the only authorized documents under this Master Agreement and are attached hereto as Attachments.

1.69 **Supplies** - Consumable items that gets used up or are discarded once used, such as ink cartridges.

1.70 **Third Party** – A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.

1.71 **Total Monthly Payment** - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.

1.72 **Useful Life** - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

II. Parties and Term of the Master Agreement

2.1 **Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Konica Minolta Business Solutions USA Inc. (hereinafter called "Contractor"), for the procurement of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Consumable Supplies, Managed Print Services, Software Related Services (including cloud-based offerings and web-based fleet management tools), Standalone Production Devices, Industrial Print Equipment, and Specialty Printers as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.

2.2 **Initial Term.** The initial term of this Master Agreement is for two (2) years, with an effective date of August 1, 2024. The term of this Master Agreement may be amended beyond the initial term for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

2.3 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

III. Order of Precedence

3.1 **Order.** This Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all Exhibits;

3.1.3 An Order issued against the Master Agreement;

3.1.4 The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and

3.1.6 Contractor's Supplemental Documents, which are included as Attachments.

3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify,

or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement, nor will it include Products and Services not awarded under the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this

Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.1.1 Contractor will report on all Usage Based Equipment sales, and on Usage Based or Life Cycle Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.

5.2.1.2 Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service

and Supply costs, the Contractor may report as follows:

5.2.1.2.1 Purchased Equipment: Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies," providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor's Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the Equipment.

5.2.1.2.2 Lease and Rental Equipment: Contractor may report sales according to the Purchased Equipment methodology described above, or they may report the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies." Thus, in the Contractor's Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the invoiced Equipment.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without

amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Contractor's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed ("celling") price to any Purchasing Entity.

6.1.1 MSRP/List Price discount percentages must be guaranteed throughout the term of the Master Agreement, including any renewal terms, however; Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Price List(s).

6.1.2 With the exception of Group C and Sub-Group C1 and C2 Devices, pricing must include all shipping, delivery, and installation costs associated with the Products. Excess installation charges however, may be billable. Refer to section IV.E.5 of Exhibit A, Statement of Work, for more information.

6.1.3 Price Lists received after the 1st day of the new quarter may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further.

6.1.4 Contractor may update their lease and rental rates once per quarter by providing the Lead State with documentation regarding said rate changes. Updates to lease and rental rates will not be permitted until 8/1/2025.

6.1.5 Pricing shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 – 7/31/2025). Contractor may then update their pricing **once per calendar year**. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State's sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans.

6.1.6 All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.

6.1.7 All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.

6.1.8 Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity of special state-wide promotional discounts.

6.1.9 No retroactive adjustments to prices or rates will be allowed.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may

be made via a purchasing card with no additional charge.

6.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. **Exhibit A, Statement of Work**, contains Leasing and Rental provisions; however, it shall be at the discretion of each Participating State or Entity to accept these terms, reject these terms, or further negotiate the terms with the Contractor, as long as those negotiations don't fall outside the original scope of the RFP or the Master Agreement.

For example: *The maximum lease or rental term on Group A Devices is 60 months; Contractor is not permitted to offer a lease term in excess of this.*

VII. Ordering

7.1 Order Numbers. Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Ordering and Invoicing Specifications.** At the discretion of the Participating State or Entity, all Orders pursuant to this Master Agreement, may contain the following:

7.6.1 Name of Purchasing Entity;

7.6.2 The name, phone number, and address of Purchasing Entity representative;

7.6.3 Order date;

7.6.4 Description of the Product and/or Service ordered;

7.6.5 Model number;

7.6.6 Price;

7.6.7 The Master Agreement number; and

7.6.8 Any additional information required by the Participating State or Entity.

7.7 Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.

7.8 At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.

7.9 Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.

7.10 With the exception of drop-shipped items, Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **Section IX**.

7.11 Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or $200.00, unless otherwise specified in a Participating Addendum.

7.12 Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.

7.13 All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.

7.14 Contractor and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.

7.15 Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.

7.16 Internet-based Portal and Electronic Catalogs. If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:

7.16.1 The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;

7.16.2 All Environmentally Preferable Products (EPP) shall be clearly listed;

7.16.3 If Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;

7.16.4 All information made available through the Participating State or Entity's eCommerce system is accurate and complies with the Master Agreement and the Participating Addendum; and

7.16.5 Paper catalogs or other digital media catalogs must be supplied to the Participating State or Entity upon request.

7.17 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.18 Substitutions. If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.

7.19 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

7.20 Supplemental Documents. All Attachments to this Master Agreement have been reviewed and negotiated by the Lead State only to the extent that they comply with the terms and conditions of RFP-NP-23-001 as well as this Master Agreement. Participating States and Entities are still advised however, to review each Supplemental Document and negotiate the terms and conditions further with Contractor if necessary. It shall be at the discretion of Contractor and Purchasing Entity to determine which Supplemental Documents are appropriate for each Order type. With the exception of End User License Agreements (EULA's), clickwrap agreements, and any third party software agreements, which have not been reviewed or negotiated by the Lead State, nor are they attached to this Master Agreement, only the Supplemental Documents attached to this Master Agreement are permitted to be used for any Order placed.

VIII. Shipping and Delivery

8.1 Shipping Terms. With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped F.O.B. destination, freight pre-paid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and Acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 **Available Products**. Devices that are in-stock or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.

8.3 **Required Updates**. Contractor shall provide a minimum of semi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.

8.4 **Software Installation**. Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.

8.5 **Delivery Days and Receiving Hours.** All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State. The Purchasing Entity shall not be responsible for any additional charges should the Contractor fail to observe specific delivery days and receiving hours. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.

8.6 **Inside Deliveries.** All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

8.7 **Packaging.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 **Applicability.** Unless otherwise specified in the Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 With the exception of drop-shipped Devices, Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B, Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Device(s).

9.4 Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.

9.5 Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the

Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Devices are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.

9.6 **Inspection.** All Devices are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.6.1 Devices that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.6.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Device rejected and returned, or for which Acceptance is revoked.

9.7 **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.8 **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Device meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.8.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Device is delivered or, if installed by Contractor, the day after the Device is installed and Contractor certifies that the Device is ready for Acceptance Testing.

9.8.2 If the Device does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.8.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Device still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Device from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.8.4 Contractor shall pay all costs related to the preparation and shipping of Device returned pursuant to the section.

9.8.5 No Device will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 The warranty period shall begin upon Acceptance of the Device, and shall be for a minimum of ninety (90) days for purchase, lease and rental Devices. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices.

10.3 Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.

10.4 Devices shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.

10.5 If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.

10.6 Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.

10.7 Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.

10.8 Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.

10.9 Contractor warranty obligations shall not apply if:

10.9.1 The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;

10.9.2 If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device; and

10.9.3 The Device is relocated to any place where Contractor Services are not available.

10.10 Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.

10.11 It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.

10.12 Lemon Clause

10.12.1 This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor's Master Agreement.

10.12.2 This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.

10.12.3 The application period is thirty-six (36) months from the date of Acceptance.

10.12.4 This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a

Participating State or Entity in their Participating Addendum.

10.12.5 A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.

10.12.6 Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

10.13 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

XI. Equipment Title

11.1 Conveyance of Title. Contractor shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:

11.1.1 Purchasing Entity up-front purchase of the Device;

11.1.2 Purchasing Entity exercising the purchase option at the end of an FMV Lease;

11.1.3 Expiration of a Purchasing Entity's Capital Lease; or

11.1.4 Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.

11.2 Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.3 Embedded Software. Transfer of title to the Device must include an irrevocable and perpetual license to use any Embedded Software in the Device. If Purchasing Entity subsequently transfers title of the Device to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Device title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.4 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any

death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product, system or method.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers

licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.

13.2 Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

13.2.1 **Commercial General Liability** covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence, $2 million general aggregate, $2 million Products and completed operations aggregate and $50,000 and any one fire. If any aggregate limit is reduced below $2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.

13.2.2 **Cyber Liability** covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

13.2.3 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.2.4 **Automobile Liability** covering any auto (including owned, hired and non-owned), with a minimum limit of $1,000,000 each accident combined single limit.

13.3 Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

13.4 Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:

13.4.1 Includes the Participating States identified in the Request for Proposal as additional insured's, and;

13.4.2 Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

13.5 Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum,

or the Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.6 Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

13.7 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.8 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.9 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.10 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this

Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their

obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, acts of war which are beyond that party's reasonable control, pandemics, or epidemics that would negatively impact supply chain distribution. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement. This clause does not absolve Purchasing Entity of their payment obligations for goods or services received. Past due account charges will not accrue until the conclusion of the Force Majeure event, at which point Contractor shall also be expected to resume their Service obligations.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue

or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations; and

14.8.3.5 Suspension of Contractor's performance.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master

Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The laws of the Lead State shall govern the construction and effect of this Master Agreement. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

14.12.2 The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of

action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

*** Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

CONTRACTOR **Konica Minolta Business Solutions U.S.A., Inc.**	STATE OF COLORADO **Jared S. Polis, Governor** Department of Personnel & Administration State Purchasing & Contracts Office Tony Gherardini, Executive Director
By: Kristen McKenna Title: Director, Government Contracts By: DocuSigned by: Kristen McKenna 8AA1BAB6FBE54BB... *Signature Date: 12/7/2023	By: DocuSigned by: John Chapman EF45AFDEB51E414... John Chapman, State Purchasing Manager Date: 12/8/2023

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Nathan Manley 66856696CC1A43A...

Date: 12/8/2023

EXHIBIT A – STATEMENT OF WORK

I. Product Overview

A. Contractor is authorized to provide Products and Services in the following Groups and Sub-Groups:

1. Primary Products and Services:

Group	Products and Services
A	A3 MFD – *OEM only*
B	A4 MFD – *OEM and Non-OEM*
C	Production Equipment – *OEM and Non-OEM*
D	Single-function Printers – *OEM and Non-OEM*
E	Large/Wide Format Equipment – *OEM and Non-OEM*
F	Scanners – *OEM and Non-OEM*
G	Software – *OEM and Non-OEM*
H	Supplies (consumable) – *OEM and Non-OEM*
I	Managed Print Services

2. Ancillary Products and Services:

Sub-Group	Products and Services
G1	Software Related Services
C1	Standalone Production Devices (cutters, sorters, binders) – *OEM and Non-OEM*
C2	Industrial Print Equipment – *OEM and Non-OEM*
D1	Specialty Printers (3D, receipt, barcode label, card, cable) – *OEM and Non-OEM*

B. Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **section II.B.3**.

C. Contractor may only offer Devices that meet the minimum requirements as outlined in **section II.A.**

D. Any Products added to the Master Agreement throughout the term of the Contract must be discounted according to the proposed discount for the appropriate Segment or as specified in **section II.A.4.**

E. Contractor may provide MPS under any Group they offer under this Contract. However, MPS may <u>not</u> be provided on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless Contractor has a written agreement with the Manufacturer to do so.

F. Contractor may add, remove or modify Products and Services on their Price Lists **<u>once per</u>**

calendar month, beginning in September 2024. Modifications do NOT include price increases. Refer to **section 6.1 of the Master Agreement Terms and Conditions** for information regarding pricing.

G. Any Device additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Device(s) being removed from the Master Agreement Price List(s) until such time they can be verified on Buyer's Lab. In addition, if a Device is acquired by a Purchasing Entity that is not listed on Buyer's Lab within 90 days of it being added to the Price List, then Contractor shall remove the Device from the Purchasing Entity location and substitute it with a Device of equal or greater value, at no charge to the Purchasing Entity. This substituted Device must be on the Price List, AND listed on Buyer's Lab.

II. Master Agreement Deliverables

A. Primary Product and Service Offerings

1. Group Categories. Segments shall be utilized to distinguish the various speeds of the Devices within Groups. The speeds are denoted in Page per Minute (PPM). The Segments for each Group are as follows:

Group A – MFD, A3	
Segment	**PPM**
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4	
Segment	**PPM**
1	Up to 20
2	21 - 30
3	31 - 40
4	41 - 50
5	51 - 60
6	61+

Group C – Production Equipment	
Segment	**PPM**
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

Group D – Single-function Printers	
Segment	**PPM**
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment			
Segment	**A1 or D Size PPM***	**Width – Office**	**Width - Industry**
Low	0 – 3	24” – 44”	46” and higher
Medium Low	4 - 9	24” – 44”	46” and higher
Medium High	10 - 19	24” – 44”	46” and higher
High	20+	24” – 44”	46” and higher

*Speeds denoted above are based on b&w output

Group F - Scanners	
Segment	**PPM**
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

2. **Device Configurations.** Devices must be equipped, at a minimum, with the following Accessories/capabilities:

2.1 Group A – MFD, A3

a. New power filter;

b. Duplex for Segment 3 and above;

c. Standard paper drawer(s) equal to or greater than:

i) One (1) paper supply for Segment 2;

ii) Two (2) paper drawers for Segments 3 and 4; and/or

iii) 2,000 sheet paper capacity for Segments 5 and above.

iv) Paper size capacity up to 11” x 17”; and

v) Bypass paper supply, if applicable for Segment.

2.2 Group B – MFD, A4

a. New power filter;

b. Bypass paper supply;

c. Standard paper drawer(s) equal to or greater than:

i) One (1) paper supply for Segments 1 and 2;

ii) Two (2) paper drawers for Segments 3 and 4; and/or

iii) 1,000 sheet capacity for Segments 5 and above.

d. Paper size capacity up to 8 1/2" x 14"; and

e. Envelope adjustment capability.

2.3 Group C – Production Equipment

a. New power filter;

b. Standard paper drawer(s);

c. Standard paper capacity;

d. Duplex; and

e. Network connectivity.

2.4 Group D – Single-function Printers

a. Must include an inkjet, light emitting diode (LED), or laser print engine;

b. Standard paper drawer(s);

c. Standard paper capacity; and

d. Network connectivity.

2.5 Group E – Large/Wide Format Equipment

a. Hard-Disk drive;

b. Network connectivity;

c. Touch screen control panel; and

d. Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.

2.6 Group F – Scanners

a. Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);

b. Automatic Document Feeder (ADF);

c. Letter or legal paper size capacity;

d. Color depth of at least 24 bytes; and

e. Single pass duplex scan.

3. Device Standards. Devices must meet the following requirements:

3.1 Group A Base Units are OEM only.

3.2 Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.

3.3 Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price

List.

3.4 Group E must be Energy Star compliant and registered within one (1) year of being added to the Master Agreement Price List.

3.5 If Contractor Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D and E Devices only) within one (1) year, then they will be removed from the Price List. If said Devices have already been placed at a Purchasing Entity's location, then Contractor must replace the Devices with a comparable, qualified model, at no cost to the Purchasing Entity.

3.6 All Devices must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum. Discontinued Devices are not permitted to be offered under the Master Agreement.

3.7 Devices, when installed, and if available, must be set-up to receive automatic software updates and patches.

3.8 Device specifications must be published on the Contractor website.

3.9 MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website.

3.10 Devices must maintain a PPM speed, according to Segment classification.

3.11 Devices must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4. Device Exceptions

4.1 Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled.

4.2 Group C, Sub-Group C1, Sub-Group C2, and Group F are not required to be EPEAT registered or Energy Star compliant.

4.3 Digital Duplicators may be offered by Contractor under Group A, and must be priced based on the minimum discount offered in the Segment to which they most closely relate.

4.4 Under Group E, Contractor may offer Large/Wide Format Equipment that accommodates **all** paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs.

5. Accessories

5.1 Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.

5.2 Contractor may also maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount

offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.

5.3 Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint Master Agreements, as well as via any other means. If the Device is currently being leased or rented, Purchasing Entity must obtain Contractor approval to add Accessories. Purchasing Entities shall also be advised that obtaining Accessories from a Third Party and not the Contractor or their Dealer may void certain warranty or maintenance agreement provisions.

6. Remanufactured and Refurbished Equipment

6.1 Contractor may offer Remanufactured and/or Refurbished Equipment under any Group.

6.2 Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.

6.3 Equipment can be acquired via a purchase, lease or rental agreement.

6.4 Contractor must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.

6.5 All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.

6.6 Remanufactured Equipment must be priced according to the minimum discount offered for similar Equipment in the same Group and Segment of the resulting Master Agreement.

6.7 Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.

6.8 Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the Published Price for the Group and Segment to which it belongs.

7. Group G - Software

7.1 May be provided by Contractor to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned, leased or rented Device.

7.2 Software pricing for unique designs or complex configurations will be quoted on a case by case basis.

7.3 Contractor may provide OEM and/or Third Party software.

7.4 All software drivers shall be, at a minimum, Windows 10 compliant, and all Devices must have universal software drivers.

7.5 Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, provided such terms do not contradict the language in the Master Agreement, and unless otherwise stated in a

Participating Addendum.

7.6 Software Subscriptions

a. Software pricing shall be inclusive of available software patches and any updates.

b. Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease and rental rates.

c. Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, unless installation is excessive, and charges are agreed to by Purchasing Entity.

d. License fees and support fees shall remain firm throughout the term of the agreement.

e. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.

f. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.

g. Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

8. Group H – Supplies (consumable)

8.1 Contractor may offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease or rental agreement.

8.2 Contractor may offer OEM or compatible consumable Supplies for Groups A, B, C, D and F, as well as Sub-Groups C1, C2 and D1. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. All compatible Supplies must meet OEM standards for performance and quality. The Supplies that may be offered are:

a. Toner;

b. Staples;

c. Ink;

d. Print Cartridges;

e. Imaging Drums;

f. Fuser Kits;

g. Cleaning Kits;

h. Transfer Kits;

i. Waste Toner Bottles;

j. Fuser Oil;

k. Ozone Filters;

l. Ribbon;

m. Developer;

n. Rollers and Pads; and

o. Maintenance Kits.

8.3 Toner must be free of carcinogenic, mutagenic, or teratogenic substances, and should avoid petroleum inks and inks with high volatile compounds. Toner cartridges should also be remanufactured, contain recycled content, **or** be bio-based.

8.4 Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

9. Service Offerings

9.1 Group I - Managed Print Services

a. The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Devices as owned by the Purchasing Entity. The Contractor tracks how the Device fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.

b. In addition to the ongoing monitoring and management of a fleet of Devices, Contractor must also offer project implementation Services, and customer help-desk support and training.

c. Contractor may also offer hourly Services for consulting purposes, project management, change management plans, and other staffed Services which meet customer needs such as to operate copy centers or complete back file scanning projects.

d. MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.

e. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Attachment 15, Konica Sample MPS Statement of Work**, and it must be

approved by both parties prior to the initiation of any engagement.

f. Any MPS engagement shall include the following:

i) **Free Initial Assessment** (includes, but is not limited to: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);

ii) **Implementation** (e.g. plan development; hardware and software installation and set-up);

iii) **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);

iv) **End-user Support** (e.g. training; Help Desk); and

v) **Account management** (e.g. reporting; invoicing; customer business reviews).

g. The MPS engagement may include, but is not limited to, the following:

i) **Professional Services** (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);

ii) **Cost-based Assessment** (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);

iii) **Change Management;**

iv) **Maintenance** (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);

v) **Ongoing Fleet Management and Optimization** (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).

vi) **Software and Cloud Solutions** (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and

vii) **Cartridge Recycling**.

h. The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.

i. MPS pricing and billing options shall be flexible and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

9.2 Maintenance Agreements. No Maintenance Agreement shall be subject to automatic renewals.

a. Pricing

i) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.

ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.

iii) Pricing for a monthly base charge, a set copy allowance, an overage rate for b&w and/or color, and Supplies may also be provided.

iv) Flat Rate Fee pricing must be provided that includes all parts, labor, Preventative Maintenance, and Service Calls for Groups A, B, C and D. Supplies may or may not be included.

v) Pricing for ALL Groups may also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.

vi) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.

vii) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).

viii) Contractor may provide a flat rate fee without staples, and a flat rate fee with staples. All flat rate fees shall allow for an annual increase of up to 5%.

ix) Contractor may charge flat rate fees for Services performed on any Accessories.

x) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.

xi) 11”x17” impressions may be counted as one (1) click or two (2) clicks on Group A and C Devices.

xii) Contractor may offer a one (1) click rate that encompasses all paper sizes for Group C Devices.

xiii) A two-sided document shall be counted as two (2) clicks.

xiv) Contractor must not charge for scans on any MFD.

b. Initial Term

i) Pricing shall remain firm for the initial term of the Maintenance Agreement (e.g. 12, 24, 36 months etc.). Upon renewal of the Maintenance Agreement, Contractor may adjust the pricing, as long as the pricing does not exceed Master Agreement rates.

ii) For lease and rental Devices, the total Maintenance Agreement term shall be equal to the term of the lease or rental (e.g. 24, 36, 48 months etc.).

iii) For purchased Devices, the initial term is determined by the

Purchasing Entity, as long as it does not exceed 60 months on Group A, Group B, Group D, Sub-Group D1, Group E, and Group F Devices, and 72 months on Group C and Sub-Groups C1 and C2 Devices.

c. Renewal Term

If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under prior Master Agreement (RFP-NP-18-001) or Master Agreement (3091), then **section II.A (9.2)(h)** shall apply.

d. Blended Rates

i) Contractor must have the ability to blend the Service and Supply costs over a large Device fleet, and the Blended Rate must cover all units in the fleet.

ii) The Blended Rate must be divided between b&w and color.

iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.

iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity, and/or the Purchasing Entity.

e. Manual Meter Reads

i) Contractor must have an electronic method for collecting meter reads from a Purchasing Entity.

ii) Meter reads may be submitted via the Contractor's online portal, or through email, or facsimile.

iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

f. Customer Owned Devices

i) Purchasing Entities may elect to enter into a Maintenance Agreement for Devices they already own, or Devices they acquire through an up-front purchase.

ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.

g. Lease or Rental Devices

i) Contractor shall be required to provide a Maintenance Agreement on all Devices that are leased or rented by a Purchasing Entity.

ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

h. Legacy Devices

i) Upon request from the Purchasing Entity, Contractor may provide a Maintenance Agreement on any Device that is owned or was leased or rented through Master Agreement (RFP-NP-18-001), Master Agreement (3091), or via any other means, providing the following

conditions are met:

1) The Device has not reached the end of its Useful Life;

2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and

3) The Maintenance Agreement adheres to the same requirements as outlined in **sections II.A (9.2)(f)** and **II.A (9.2)(g)**.

ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.

iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to **section II.A (9.2)(h)(iv)** below for additional information.

iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 120% of the Service and Supply pricing in the new Master Agreement.

B. Ancillary Product and Service Offerings

1. Sub-Group Categories. The following Products and Services are sub-groups of the Primary Product and Service Offering Groups.

1.1 Sub-Group G1 – Software Related Services. This is a sub-group of Group G – Software. This sub-group shall include, but not be limited to, the following Services:

a. Cloud-based scanning (software as a service, enterprise content management); and

b. Industrial Print solutions (back-file conversion, enterprise content management).

1.2 Sub-Group C1 – Standalone Production Devices. This is a sub-group of Group C – Production Equipment. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

a. Cutters;

b. Inline Finishers;

c. Folders;

d. Sorters;

e. UV Coaters; and

f. Binders.

1.3 Sub-Group C2 – Industrial Print Equipment. This is a sub-group of Group C – Production Equipment. Products offered under this sub-group are not restricted to

OEM, and may include, but not be limited to, the following:

a. Digital Label Press;

b. Digital Press;

c. 3D Printers;

d. 48” and larger Wide Format Printers (roll-fed, hybrid, flatbed);

e. Continuous Feed Inkjet;

f. High Speed Inkjet; and

g. Decorative Print & Embellishment.

1.4 Sub-Group D1 – Specialty Printers. This is a sub-group of Group D – Single-Function Printers. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

a. Barcode labels;

b. High Volume Inkjet;

c. 3D Printers;

d. Receipt printers;

e. Card printers; and

f. Cable printers.

2. Sub-Group Category Discounts. Products in Sub-Groups C1, C2 and D1 must be discounted at a minimum of 5% for OEM and a minimum of 2% for Non-OEM, unless such discounts would exceed the discount amount offered for OEM and Non-OEM within Group C and Group D, respectively.

3. Open Market Items

3.1 Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Devices and/or Services offered under the Master Agreement. NSP items will **not** include:

a. Interactive White boards;

b. Computers, monitors, or other related hardware items;

c. Fax machines;

d. Kiosk machines;

e. Overhead Projectors; and

f. Cameras.

3.2 NSP items may only be acquired through the Contractor or their Authorized Dealer and must be reported quarterly with all other sales under the Master Agreement.

3.3 NSP items must be priced at a minimum discount of 15% from MSRP or List Price.

3.4 NSP items may be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined

by the Participating State or Entity.

3.5 It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4. Emerging Technologies

4.1 Upon approval from the Lead State, Contractor may add new, related technology to the resulting Master Agreement.

4.2 Technology is not restricted to OEM, nor is it required to be Private Labeled.

4.3 Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, the MSRP and pricing information, and an explanation/justification as to how the Product conforms to the requirements of the RFP and Master Agreement.

4.4 Any new technology must be priced according to the lowest discount offered for any Product under the Master Agreement. No discount or a 0% discount does not qualify as a "lowest" discount.

III. Purchase, Lease and Rental Programs

A. Acquisition Methods. Contractor may offer the following:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	12,18, 24, 36, 48 and 60 months
Capital Lease	
Straight Lease	
Cancellable Rental	

1. All Devices on Contractor's Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.

2. Contractor may also offer 72-month lease and rental rates for Group C and Sub-Groups C1 and C2 Devices only.

B. Device Trade-In

1. A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do a Device Trade-In, when placing a purchase, lease or rental Order.

2. The value for the Device Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

C. Lease and Rental Rates

1. Contractor may elect to include property tax in their lease and rental rates, or they may bill the Purchasing Entity separately for property tax.

2. Once a Purchasing Entity enters into a lease or rental agreement, the lease or rental rate must remain fixed throughout the Initial Lease or Rental Term, regardless of whether the

Contractor had increased their lease or rental rates in the Master Agreement Price Lists. If Contractor has decreased their lease or rental rates in their Price Lists, then they may extend that lower rate to the Purchasing Entity.

3. Device Payments for Renewal Terms must never exceed Master Agreement pricing.

4. If a Purchasing Entity enters into a Renewal Term, then the Device Payment will be subject to the lease and rental rates listed in the most recent Price Lists posted on the NASPO ValuePoint website.

5. Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or a comparable index, and must be the rate in effect at the end of each calendar quarter.

6. Lease and rental rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease or rental rate to arrive at the resulting monthly Device Payment. Proposed rates must include the following information:

6.1 The Daily Treasury Yield Curve (or comparable index) Rate;

6.2 The date used for the Daily Treasury Yield Curve (or comparable index) Rate;

a. The fixed margin for each lease and rental type being proposed, and how that margin is determined; and

b. The methodology for determining the 48 month base rate if a 4-year rate is not published.

6.3 Contractor must offer Coterminous lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement. The calculation for the Coterminous lease and rental rates must adhere to the following methodology:

***For example**: A customer enters into a 36 month FMV Lease, and 12 months into that lease, they decide to add an Accessory to the Base Unit. The Contractor shall divide the 36 month cumulative Device Payment by 24 months to arrive at the monthly Coterminous payment for that Accessory. That payment will then be added to the existing Device Payment. The new Total Monthly Payment must then be disclosed to the Purchasing Entity.*

D. Leasing and Rental Overview

1. All lease and rental programs shall remain with the Contractor or Authorized Dealer through an in-house leasing program, or through the financial branch or subsidiary of Contractor. In addition, Contractor and their Authorized Dealer may use Third Party leasing companies, however; all Third Party leasing company documents must be reviewed and approved by the Lead State and said documents must be incorporated into the Master Agreement before any Participating State, Participating Entity, or Purchasing Entity can use them. It will be at the discretion of the Participating State, Participating Entity, or the Purchasing Entity as to whether billing shall be in the name of Contractor, Authorized Dealer or Third Party leasing company. All contractual obligations however, will still be the responsibility of the Contractor.

2. A Purchasing Entity may lease or rent Devices pursuant to the terms and conditions in this Master Agreement, and according to the requirements listed in their states' Participating Addendum.

3. Lease and rental agreements shall not be subject to automatic renewals. This is non-negotiable in any Particpating Addendum or Order.

4. A lease or rental agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum, and all terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.

5. With the exception of a $1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Device at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Device up, without any further financial obligations to the Purchasing Entity.

6. Device pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.

7. Device returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.

8. If Purchasing Entity fails to make Device available for pickup after thirty (30) calendar days, then Contractor or Authorized Dealer may bill the Purchasing Entity, at the total monthly payment amount for such Device, for each month that the Device remains at Purchasing Entity's location. Contractor or Authorized Dealer is not permitted to bill the Purchasing Entity for failure of Contractor or Authorized Dealer to pickup the Device when Purchasing Entity has made it available.

9. Contractor and/or Authorized Dealers shall be responsible for all Device pickup and return costs.

10. The maximum term on any Initial Lease or Rental Term shall be 60 months, with the exception of Group C and Sub-Group C1 and C2 Devices, which, at the discretion of the Participating State or Entity, and upon availability of the Contractor, shall have a maximum term of 72 months.

11. The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.

12. All Renewal Terms shall be billed on a monthly basis.

13. If a Purchasing Entity elects to enter into a month to month Renewal Term, they may cancel at anytime, without penalty, by giving Contractor thirty (30) days advance, written notice.

14. If a Purchasing Entity elects to enter into a 12-month Renewal Term, the Renewal Term will automatically terminate at the end of the 12-month period, unless the Purchasing Entity has notified the Contractor that they wish to enter into a new Renewal Term. If a

Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of equipment payments only (i.e. less maintenance).

E. Leasing and Rental Options

1. FMV Lease

1.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48, or 60 months for Group A, Group B and Group C, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include a 72-month lease term for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

1.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

- **a.** Exercise their purchase option;
- **b.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
- **c.** Return the Device to the Contractor, or have the Contractor pick the Device up.

2. Capital Lease ($1 Buyout Lease)

2.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48, or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72-month lease term for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

2.2 Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Device to the Purchasing Entity, or as otherwise determined in a Participating Addendum or an Order, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Device.

3. Straight Lease

3.1 A Purchasing Entity may have the option to enter into an Initial Lease Term of 18, 24, 36, 48, or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72-month lease term for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

3.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

- **a.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
- **b.** Return the Device to the Contractor, or have the Contractor pick the Device up.

4. Cancellable Rental

4.1 A Purchasing Entity may have the option to enter into an Initial Rental Term of 24, 36, 48 or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72-month term for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

4.2 A Purchasing Entity shall have the option to cancel the rental at anytime throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.

4.3 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

a. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

b. Return the Device to the Contractor, or have the Contractor pick the Device up.

F. Leasing and Rental Terms and Conditions

1. Possession and Return of Lease and Rental Devices

1.1 The Purchasing Entity is responsible for risk of loss to the Devices while the Devices are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Devices during periods of transportation and de-installation.

1.2 Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

a. Any acquisition or return options, based on the type of lease or rental agreement;

b. Any renewal options, if applicable; and/or

c. Hard drive removal and surrender cost, if applicable.

1.3 If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Device, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Device, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Device will be mutually arranged, unless otherwise specified in an Order.

1.4 If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Device available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

2. Payment. The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Device(s), or such later date as Contractor may designate.

The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.

3. **Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease.

4. **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV or Straight Lease, and return the Device to the Contractor in good working condition (ordinary wear and tear excepted).

5. **Device Upgrade or Downgrade**. A Purchasing Entity may do a Device Upgrade or Downgrade on a lease or rental at anytime throughout the term of the lease or rental agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Device Upgrade or Downgrade, but at no time shall the total cost of the Device Upgrade or Downgrade be less than the remaining stream of Device Payments.

6. **Non-appropriation of Funds.** The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.

7. **Assignment.** Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Device or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).

   7.1 Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Device and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.

   7.2 No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

8. **Early Termination Charges**

   8.1 Except in the case of Non-appropriation of funds, FMV, $1 Buyout, and Straight Leases shall be subject to an early termination charge, and shall involve the return of the Device (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Device, the termination charge shall not exceed the balance of remaining Device Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining

Maintenance Agreement term, whichever is less.

8.2 Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.

9. Default. Each of the following is a "default" under these lease and rental terms:

9.1 Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;

9.2 Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;

9.3 Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;

9.4 Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or

9.5 Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity's assets.

10. Remedies. If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following, at the discretion of the Participating State or Entity:

10.1 Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;

10.2 Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to:

a. All past due payments and all other amounts payable under the lease or rental agreement;

b. All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and

c. Require Purchasing Entity to deliver the Device to Contractor per mutual arrangements.

IV. Contractor Responsibilities and Tasks

A. Service Requirements

1. Technicians. All technicians must be factory trained by the OEM and certified to Service the Devices.

2. Standard Service Levels. Participating States and/or Entities may negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum,

adhere to the following requirements:

2.1 End-User Training

a. Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor's sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.

b. Purchasing Entity may also request an additional one-hour training session for technical support, which shall include network connectivity and print driver installation. This additional training shall be provided via a delivery method mutually agreed upon by Contractor and Purchasing Entity, and at a mutually agreed upon price.

c. If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.

d. Contractor may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agreed upon, prior to Order placement.

e. Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Device independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agree upon, prior to Order placement.

f. Contractor shall provide Device literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.

g. For Groups A, B, C, D and E, Contractor shall provide a no charge, toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting (i.e. this does not include network connectivity or print driver installation). A Purchasing Entity must be able to obtain assistance during Normal Business Hours.

h. Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance, providing such request, and subsequent support, falls within normal business hours.

2.2 Preventative Maintenance. Contractor must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

2.3 Device Performance

a. Device Downtime shall be computed from the time the Contractor is notified of Device failure until the time in which the Device is fully operational.

b. Device Downtime due to lack of consumable Supplies is not acceptable.

c. Contractor must provide daily communication to the Purchasing Entity regarding inoperable Devices, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

2.4 Loaner Device. If any Device in Group A or Group B is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:

a. A loaner Device of similar speed and capabilities until such time as the inoperable Device is now operable; or

b. At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Contractor, to accomplish the work of the Device that is inoperable.

c. If any Device in Group C or Sub-Groups C1 and C2 are inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide access to an off-site manned production facility as an accommodation to the Purchasing Entity.

2.5 Repair Parts

a. Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

b. All Device components, spare parts, application software, and ancillary Devices that are supplied under any resulting Master Agreement, must conform to Manufacturer specifications.

c. Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

d. Repair parts may be new, reconditioned, reprocessed or recovered.

2.6 Service Zones

a. Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 – 5 Business Days

b. Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:

i) If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.

c. Contractor(s) may charge different rates according to each Service Zone.

2.7 Service Logs

a. Contractor shall maintain a Service log which describes the maintenance and repair Services provided for each Device.

b. A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

2.8 Device Relocation

a. Device relocation Services include dismantling, packing, transporting, and re-installing Device.

b. Contractor may charge for this Service based on the following table:

Service Zone	Distance from current placement of Device	Charge
1	Within the same building	No Charge Allowed*****
2	Up to 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Device relocation in Zone 1.

c. Contractor may not charge for any fees incurred due to fuel or tolls.

d. Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

e. Contractor is required to offer device relocation services for all lease and rental equipment.

3. Meter Read Invoicing

3.1 In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.

3.2 Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

3.3 The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.

3.4 Failure on the Contractor's part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

4. Reporting

4.1 Service Level Calculations

a. At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components.

b. The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

4.2 Periodic Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

a. The report shall include the following:

i) Number of Service Calls placed;

ii) Response Time per Device;

iii) Dates that Preventative Maintenance was performed, if applicable; and

iv) Estimated end of Useful Life per Device, based on current usage.

b. The report may include, but not be limited to, the following:

i) Location of Devices;

ii) Click usage per Device; and

iii) EPEAT certification level of each Device.

B. Customer Service

1. Key Personnel. Contractor shall ensure that staff has been allocated appropriately to ensure compliance with the resulting Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall provide a single point of contact for the following:

1.1 Master Agreement Contract Administrator – shall be the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to the Master

Agreement;

1.2 NASPO ValuePoint Reporting Contact – shall be responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;

1.3 Master Agreement Marketing Manager – shall be responsible for marketing the resulting Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and

1.4 National Service Manager – shall be responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position will work with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.

2. Single Point of Contact. Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, reporting, status of Orders, customer complaints and escalated issues.

3. Service and Support Hours. Contractor must provide full Service and support for Products during Normal Business Hours.

4. Customer Service Team. Contractor shall also have a designated customer service team who shall be available by phone (via local or toll free number), fax, or email during Normal Business Hours.

5. Additional Coverage. Contractor may offer additional coverage beyond Normal Business Hours for any Device that needs to be serviced. Such coverage shall be billed to the Purchasing Entity at an hourly rate.

6. Online Access. Customer service representatives shall have online access to account information and be able to respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

C. Authorized Dealers

1. Contractor can engage Authorized Dealers to provide Products and/or Services.

2. In the event a Contractor elects to use Authorized Dealers in the performance of the specifications, the Contractor shall serve as the primary Contractor, and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement, and any Participating Addendum, and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.

3. Authorized Dealers shall be expected to stay current with Contractor Products, pricing, Master Agreement, and Participating Addendum requirements, and Contractor shall provide training to all of their Authorized Dealers at least once per calendar year, or as otherwise determined by the Lead State.

4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and

invoice them directly, unless otherwise stated in a Participating Addendum.

5. Contractor shall send notice to the Lead State, utilizing **Exhibit C, Authorized Dealer Form** and **Exhibit D, Authorized Dealers by State,** within three (3) calendar days of engaging or removing a Dealer.

6. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State. Under no circumstances is a Participating State or Entity permitted to use a Dealer that has not been approved by the Lead State.

7. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to:

7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead State or;

7.2 Remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

D. Device Demonstration Requirements

1. Contractor may offer trial or demonstration Devices for Group A, Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F.

2. Trial or demonstration Devices may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.

3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Devices for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:

3.1 The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);

3.2 The meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);

3.3 The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and

3.4 The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.

4. Any trial or demonstration period shall be free to the Purchasing Entity and shall not exceed thirty (30) calendar days.

5. If Purchasing Entity does not make the demonstration Device available for pickup after thirty (30) calendar days, then Contractor may bill the Purchasing Entity for use of Device for each day that it remains at Purchasing Entity's location. Such rates shall not exceed

current market standards.

E. Device Installation Requirements

1. Prior to Order Acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:

1.1 Air conditioning;

1.2 Electrical;

1.3 Special grounding;

1.4 Cabling;

1.5 Space;

1.6 Humidity and temperature limits; and

1.7 Other considerations critical to the installation.

2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.

3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.

4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.

5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.

6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Device.

7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

F. Security Requirements

1. Network and Data Security

1.1 Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.

1.2 Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management

accessibility will be allowed.

1.3 Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

2. Sensitive Information. Sensitive information that is contained in any Legacy Devices or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

3. Data Breach. Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in the NIST Computer Security Incident Handling Guide, which can be downloaded at https://www.nest.gov/publications/computer-security-incident-handling-guide, and it shall include, at a minimum, breach detection, breach notification, and breach response. Further, Contractor shall notify the impacted Purchasing Entity within 72 hours of learning of such breach.

4. Authentication and Access

4.1 Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.

4.2 Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.

4.3 The credential information for any remote authentication method may not be maintained within the Device's memory.

4.4 Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Device installation.

5. Hard Drive Removal and Surrender

5.1 Contractor shall ensure that all hard drive data is cleansed and purged (if capable) from the Device at the end of its Useful Life, or when any hard drive is repossessed by Contractor; or

5.2 At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.

5.3 If Contractor takes possession of any Device at a Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.

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5.4 Hard drive sanitation shall be at no expense to the Purchasing Entity, however; Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.

5.5 If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, **section IV.I (5.1)** shall apply.

5.6 If Contractor is removing another Manufacturer's Device, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this section are met.

G. Contractor Notices. Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

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EXHIBIT B – SAMPLE D&A CERTIFICATE

NASPO VALUEPOINT MASTER AGREEMENT NO.
AND THE STATE OF Insert Name of Participating State PARTICIPATING ADDENDUM NO.

WITH Insert Name of Contractor

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

EXHIBIT C – AUTHORIZED DEALER FORM

Manufacturer Name: _____

(Check one)

☐ The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement.

☐ The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement for the following reason (required):

_____

_____

_____

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: _____ Date: _____
(Contractor Representative)

Signed: _____ Date: _____
(Authorized Dealer Representative)

_____
(Print First and Last Name of Authorized Dealer Representative)

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EXHIBIT D – AUTHORIZED DEALERS BY STATE



Exhibit D -
Authorized Dealers by

ATTACHMENT 1 – KMBS MASTER LEASE AGREEMENT

KONICA MINOLTA

APPLICATION NUMBER

AGREEMENT NUMBER

Master Premier Lease Agreement

This Master Premier Lease Agreement ("Agreement") is written in "Plain English". The words **you** and **your,** refer to the customer (and its guarantors). The words **Lessor, we, us** and **our,** refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates** in which the Supplier listed below participates under this Agreement.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
CITY	STATE	ZIP	PHONE*	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained from your dealer.

CUSTOMER ONE GUARANTEE

SUPPLIER INFORMATION

NAME OF SUPPLIER			STREET ADDRESS	
CITY	STATE	ZIP	PHONE	FAX

TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

1. LEASE AGREEMENT: You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which, along with the terms and conditions in the NASPO ValuePoint Master Agreement and Participating Addendum are a complete statement of our agreement regarding the listed equipment ("Agreement") . and supersedes all other writings, communications, understandings, other agreements, any purchase order and any solicitation documents, including any related documents. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon issuance of a Purchase Order or its execution by both parties.. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within ten (10) business days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The Agreement will continue from the Billing Date for the Terms shown. Any extension of renewal of the Term will be in accordance with the Term extension and renewal terms and conditions of the NASPO ValuePoint (lead by the State of CO) Contract number 187982 as modified by that certain Participating Addendum (Collectively "State Contract") between you and Konica Minolta Business Solutions U.S.A., Inc. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE, BUT AT NO SUCH TIME SHALL THE BASE RENTAL PAYMENT EXCEED THE AGREEMENT PRICING.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. . In connection with requests for additional financing, if your financial statements cease being publicly available, we may request financial information and you agree to cooperate with such reasonable requests. You authorize us or our agent to obtain credit reports and make credit inquiries regarding your financial condition and to provide such information, including payment history, to our assignee or their parties having an economic interest in this Agreement, any Schedule or the Equipment.

(Continued on back)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

	X	
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED
FEDERAL TAX I.D. #	PRINT NAME	TITLE

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions.-

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales and/or use tax. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit, credit card, or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

3. OWNERSHIP OF EQUIPMENT: We are the Owner of the Equipment and have sole title (unless you have a $1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. LESSOR IS LEASING THE EQUIPMENT TO YOU "AS-IS". THE LESSOR AGREES TO PASS THROUGH TO YOU ANY AND ALL TRANSFERABLE WARRANTIES ISSUED BY THE MANUFACTURER AND/OR SUPPLIER AT THE INCEPTION OF THE LEASE. You acknowledge that Supplier nor their representatives are our agents and none of them are authorized to modify the terms of this Agreement or on any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder except for any Lessee termination rights relating to the Supplier's default and performance. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.**

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will make the Equipment available for pick up, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

7. COLLATERAL PROTECTION AND INSURANCE: You are responsible for keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. You agree to reasonably cooperate with us and any insurer in the placement of coverage and claims thereunder..

8. RESERVED.

9. TAXES AND FEES: Except to the extent you have, upon our written request, provided a valid tax exemption certificate, you agree to pay when invoiced all sales and/or use taxes relating to this Agreement or the Equipment.

10. ASSIGNMENT: **YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment with notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against Supplier whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

11. DEFAULT AND REMEDIES: (a) If you do not pay any lease payment or other sum due to us in accordance with the applicable law, within 45 days of submission of the invoice in the mutually agreed upon format and delivery method or (b) if you break any of your material promises in the Agreement which is not cured within thirty (30) business days after receipt of notice thereof from Lessor or (c) Lessee, its owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions there from you will be in default. If any part of a payment is more than fifteen (15) days late, you agree to pay a late charge of one percent (1%) of the payment per month until such time as your account is brought current. If you breach any term of this Agreement, and after having been given written notice and thirty (30) days to cure, and where such breach remains uncured, you will be in default, we may do any one or all of the following, provided however, that Lessor may not recover value in excess of amount then unpaid plus all amounts to become due under the terms of the Schedule for its full initial term (a) instruct Supplier to withhold service, parts and supplies and/or cancel Customer One Guaranty , (b) terminate or cancel this Agreement and applicable Schedule, you agree to compensate us, not as a penalty, by paying, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under the applicable defaulted Schedule; and (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher).; and (iii) require you to return the Equipment to us to a location designated by us (and with respect to any Software, and (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

13. CONSENT TO LAW, JURISDICTION, AND VENUE: Any claim, dispute, or litigation relating to the execution, interpretation, performance or enforcement of the Agreement, or any of its related documents, shall be governed by the laws of the State of the Lessee without regard to application of choice of law principles. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

14. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. LESSEE AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT OR ANY SCHEDULE WITH FACSIMILE AND/OR ELECTRONIC SIGNATUREMAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW. WITH RESPECT TO THE UNIFORM COMMERCIAL CODE YOU AGREE THAT THE FAXED OR OTHER ELECTRONICALLY TRANSMITTED COPY CONTAINING YOUR FAXED OR OTHER ELECTRONICALLY-TRANSMITTED SIGNATURE AND OUR MANUAL OR ELECTRONIC SIGNATURE SHALL BE CONSIDERED THE SOLE ORIGINAL FOR ALL

15. COMPUTER SOFTWARE: Not withstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 4, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

16. NON-APPROPROPRIATION: (Applicable only for State's, public higher education and political subdivision of a State) You are obligated only to pay such Lease Payments under any Schedule to this Agreement as may lawfully been made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event you have requested and sufficient funds shall not be appropriated or are not otherwise legally available to pay the Lease Payments required to be paid in the next fiscal year, the Schedule shall be deemed to be terminated at the end of the current fiscal year. You agree to deliver written notice to us of such termination of at least 30 days prior to the end of the current fiscal year but failure to give such notice shall not extend the Lease Schedule term beyond the current fiscal year. If a Schedule is terminated in accordance with this Section, you agree to peaceably deliver the Equipment to us at the location or locations specified by us.

ATTACHMENT 2 – KMBS MASTER PREMIER ADVANTAGE SCHEDULE WITH MAINTENANCE

KONICA MINOLTA

Master Premier Schedule with Maintenance

For office use only (Check one): ☐ Branch ☐ Windsor

APPLICATION NO.	MASTER AGREEMENT NO.	SCHEDULE NO.

CUSTOMER BILL - TO INFORMATION (Separate schedules must be completed for each billing location.)

FULL LEGAL NAME

STREET ADDRESS / P.O. BOX

CITY	STATE	ZIP	BILLING CONTACT NAME

BILL-TO PHONE NUMBER*	FAX NUMBER	E-MAIL

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER INSTALLATION LOCATION

LESSEE LEGAL NAME

STREET ADDRESS

CITY	STATE	ZIP	CONTACT NAME

PHONE NUMBER	FAX NUMBER

Make/Model/Accessories (Including Software Description and Supplier / Licensor if applicable)	Asset Invoice Information	Serial Number	Start Meter

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
		☐ Quarterly ☐ Monthly	$	$

Payment includes _____ B&W pages per month	Overages billed _____ at $_____ per B&W page
Payment includes _____ Color pages per month	Overages billed _____ at $_____ per Color page

The following language applies in the event a separate maintenance agreement is not signed.

1. MAINTENANCE AND SUPPLIES: The charges established by this schedule include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current NASPO ValuePoint Master Agreement ("Master Agreement") rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of the Agreement may be assigned. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

2. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under the Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, and escalations within the original Agreement term do not apply nor are meter readings required.

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER AGREEMENT IDENTIFIED ABOVE.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance		
LESSOR	AUTHORIZED SIGNER	TITLE DATED

CUSTOMER ACCEPTANCE

	X	
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED
FEDERAL TAX I.D. #	PRINT NAME	TITLE

ATTACHMENT 3 – KMBS MASTER PREMIER LEASE SCHEDULE WITHOUT MAINTENANCE

For office use only (Check one): ☐ Branch ☐ Windsor

KONICA MINOLTA

Master Premier
Schedule without Maintenance

APPLICATION NO.	MASTER AGREEMENT NO.	SCHEDULE NO.

CUSTOMER BILL - TO INFORMATION (Separate schedules must be completed for each billing location.)

FULL LEGAL NAME

STREET ADDRESS / P.O. BOX

CITY	STATE	ZIP	BILLING CONTACT NAME

BILL-TO PHONE NUMBER*	FAX NUMBER	E-MAIL

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER INSTALLATION LOCATION

LESSEE LEGAL NAME

STREET ADDRESS

CITY	STATE	ZIP	CONTACT NAME

PHONE NUMBER	FAX NUMBER

Make/Model/Accessories (Including Software Description and Supplier / Licensor if applicable)	Serial Number	Start Meter Read(s)

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
		☐ Quarterly ☐ Monthly	$	$

END OF LEASE OPTIONS: *You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on Agreement). 3. Return Equipment as provided in Paragraph 5 (on Agreement).*

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER LEASE AGREEMENT IDENTIFIED ABOVE.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

	X	
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED
FEDERAL TAX I.D. #	PRINT NAME	TITLE

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ATTACHMENT 4 – KONICA STANDARD MAINTENANCE TERMS AND CONDITIONS SCHEDULE



Attachment 4 -
Konica Standard Mair

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ATTACHMENT 5 – KMBS MIPA AGREEMENT



Attachment 5 - KMBS MIPA Agreement_ok.d

ATTACHMENT 6 – KMBS MIPA SCHEDULE

This MASTER INSTALLMENT PAYMENT AGREEMENT SCHEDULE ("Schedule") is entered into as of _____, pursuant to that certain Master Installment Payment Agreement dated as of _____ between De Lage Landen Financial Services, Inc. ("Payee") and ("Obligor"). Upon acceptance of this Schedule, Payee shall remit the fees as provided in section 2 herein.

1. Description

2. (a) Interim Fees shall be due and payable on the date specified in Payee's invoice(s) therefor and shall be computed by dividing one Installment Payment by thirty (30) and multiplying the result by the number of days from and including the date of Obligor's delivery and acceptance of the Licensed Software and Services to the commencement date hereof.
(b) LICENSE FEES:
Paid To $
Paid To $
SERVICE FEES:
Paid To $
Paid To $

3. INSTALLMENT PAYMENTS:
Commencing:
Total Amount Due: $

4. PAYMENT INFORMATION: Installment Payments shall be made to: De Lage Landen Financial Services, Inc. ("Payee") at 1111 Old Eagle School Road, Wayne, Pennsylvania 19087, or to such other address or payee as Payee shall notify Obligor. The late charge for amounts not paid within 45 days of the due date shall be 1% per month of the outstanding balance or the maximum interest rate permitted by law, whichever is lower.

5. TERMS OF SCHEDULE: Obligor and Payee agree that this Schedule shall constitute a payment obligation for the purchase of the Licensed Software and Services described in Section 1 above subject to the terms and conditions of this Schedule and of the Master Installment Payment Agreement, the terms and conditions of which are hereby incorporated by reference in this Schedule and made a part hereof to the same extent as if such terms and conditions were set forth in full herein. Capitalized terms used in this Schedule and not otherwise defined herein shall have the meanings set forth in the Master Installment Payment Agreement.

6. DELIVERY AND ACCEPTANCE: Obligor certifies that the Licensed Software and Services as described herein have been delivered and received by Obligor.

7. FACSIMILE DOCUMENTATION: It is agreed that a facsimile copy of this Schedule with facsimile signatures may be treated as an original and will be admissible as evidence.

PAYEE ACCEPTANCE

Konica Minolta Premier Finance		
Payee	AUTHORIZED SIGNER	TITLE DATED

OBLIGOR ACCEPTANCE

	X	
FULL LEGAL NAME OF OBLIGOR (as referenced above)	AUTHORIZED SIGNER	DATED
FEDERAL TAX I.D. #	PRINT NAME	TITLE

ATTACHMENT 7 – KMBS MUNICIPAL AUTHORIZATION

Date:

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated _____, 20__ between Konica Minolta Premier Finance (herein called "Creditor") and _____ (herein called "Obligor") for the financing of _____ (equipment description).

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.

2. All required Procurement and approval procedures, including but not limited to, public bidding procedures regarding the award of the Finance Agreement have been followed by the Lessee and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Finance Agreement contemplated hereby.

3. Except as provided in the Finance Agreement or the Documents, Lessee has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

BY:

Title:

_____Date_____
Signature

BY:

Title:

_____Date_____
Signature

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ATTACHMENT 8 – KMBS WARRANTY CUSTOMER ONE GUARANTEE



Attachment 8 -KMBS
Warranty Customer O

ATTACHMENT 9 – KMBS MPS SITE AGREEMENT

Agreement Between Konica Minolta Business Solutions U.S.A., Inc. and:

Customer	**Sold to ID**		
Address			
City		**State**	**ZIP**
Invoice Address			
City		**State**	**ZIP**
Customer Email			

Monthly Printer Pricing

Device Description	CPP Pricing	CPP Print Allowance (Volume)	Flat Rate (Price Per Device)	OneRate 2.1 (Price Per Device)	No. of Devices (Quantity)	Base Fee (Price)
Network Color						
Network Mono						
Local Color	N/A	N/A				
Local Mono	N/A	N/A				
Thermal/Label Printer On-Site Next Business Day Service*	N/A	N/A				
Thermal/Label Printer Advanced Overnight Replacement**	N/A	N/A				
Thermal/Label Printer Depot Service**	N/A	N/A				
Scanner	N/A	N/A				
MICR Printer			N/A	N/A		
Specialty						
				Total Monthly Base Cost Upon Contract Signing *Flat rate monthly pricing will change as devices are added to the contract*		

* On-Site Next Business Day Service for industrial models
** Advanced Overnight Replacement and Depot Service for desktop models

For additional pricing, use separate attachment. For initial device inventory, see fleet report detail.

Agreement Effective Date		**Term**	
P.O. Number (if Required)		**PO Expiration Date**	

Covered Sites – KMBS will provide services on supported products at the listed sites:

Address		**Service/Supply Contact**			
City		**Subnet In**		**Email**	
State	**ZIP**	**Subnet Out**		**Phone**	
Address		**Service/Supply Contact**			
City		**Subnet In**		**Email**	
State	**ZIP**	**Subnet Out**		**Phone**	
Address		**Service/Supply Contact**			
City		**Subnet In**		**Email**	
State	**ZIP**	**Subnet Out**		**Phone**	

For larger lists of covered sites, use separate document (Excel, Word, etc.) and attach.

Supported Equipment – Supported equipment inventory list is provided in Attachment Schedule A (Consult App-generated Asset Listing) or the supported equipment list below. If additional space is required, please complete a 'KMBS Site Agreement Schedule B'. KMBS will provide services on the products/models specified in Schedule A and/or B.

Device Type	Make	Model	Serial No.	Special Consideration

Customer Approval. Customer's signature below acknowledges Customer's consent to 'KMBS Maintenance Terms and Conditions - Schedule A)'; in accordance with the NASPO ValuePoint Master Agreement, terms of which are incorporated into this agreement. Customer agrees to provide resources required by KMBS to fulfill the contracted services including physical space, network access and qualified personnel to assist where needed. Coverage listed on this agreement is contingent on acceptance by Konica Minolta Business Solutions U.S.A., Inc..

Comments

Customer Approval – please sign below	
Name	
Signature	
Title	
Date	

KMBS Sales Executive – please sign below		KMBS Management Approval – please sign below	
Name		Name	
Signature		Signature	
KMBS Employee ID		Title	
Date		Date	

Footnotes: 1. Please review program documentation for full details and limitations. 2. KMBS standard offering is monthly flat rate or CPP base with quarterly overage billing where applicable. Pricing is for the first twelve months of the term. 3. Thermal/Label Printer flat rate programs are for service/support and exclude papers, labels, and thermal print heads. 4. KMPF Advantage Lease Terms and Conditions take the place of and supersedes Site Agreement Terms and Conditions.

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ATTACHMENT 10 – KMBS ECM HOSTING SOW



Attachment 10 -
KMBS ECM Hosting S

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ATTACHMENT 11 – KMBS ECM SOFTWARE SUBSCRIPTION SOW



Attachment 11 -KMBS
ECM Software Subscri

ATTACHMENT 12 – KMBS SSD DISPOSAL OPTIONS

PROJECT: **KMBS Secure Disposal Service**
Date:
Prepared By:

Introduction
This Statement of Work ("SOW") document fully defines the Products and Services to be provided by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS"). When a MFP is disposed of or is at the end of its life, KMBS offers secure disposal options that can provide piece of mind. These options include:

Option 1 - As-is disposal	The Konica Minolta MFP will be picked up according to the respective terms and conditions of your contract and disposed of accordingly in a responsible manner. The internal data of the machine will not be altered or modified in any way.
Option 2- In-place data cleaning	Where available, a KMBS field engineer will perform a "data overwrite" of the Solid State Drive (SSD) using built-in sanitization technology. The drive will be cleared of data and re-initialized in the machine before disposal. Availability of this option depends on model and configuration.
Option 3 - Solid State Drive replacement and return	At the time of disposal, the internal Solid State Drive will be removed and sealed in a container that will be returned to the customer. A replacement Solid State Drive will be installed and reinitialized with the generic device control programs. Availability of this option depends on model and configuration. Cost - $300

Responsibilities

- **Option 2- In-place data cleaning**

KMBS:

- Identify available "data overwrite" compliance options available for specific unit(s).
- Inform the customer what data overwrite compliance options are available for applicable MFP models.
- Inform the customer on the estimated time required for the chosen Solid State Drive sanitization method.
- Obtain customer's certification that the data overwrite may be performed. **Once initiated, data stored on the MFP's Solid State Drive will not be recoverable.**
- Perform overwrite functions pursuant to the option selected by the customer and options available for the specific MFP. See Table 1 for options and descriptions.

Customer:

- Contact KMBS and schedule service date.
- Identify machines requiring data overwrite.
- Provide KMBS Field Engineer(s) physical access to all MFPs requiring data overwrite.
- Review and select overwrite options applicable to MFPs requiring data overwrite. Inform the KMBS Field Engineer of the overwrite options selected for the MFPs requiring data overwrite.
- Authorize the KMBS Field Engineer to perform the data overwrite. **Once initiated, data stored on the MFP's Solid State Drive will not be recoverable.**
- Acknowledge data overwrite was completed by signing the Project Completion portion of this document.

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Option 3 - Solid State Drive replacement and return

KMBS

- Contact KMBS and schedule service date.
- Provide KMBS with a contact at location authorized to receive Solid State Drive.
- Identify and order replacement parts for MFPs requiring Solid State Drive replacement.
- Remove Solid State Drives from applicable MFP units.
- Place Solid State Drive **in a sealed container and surrender to the customer's designated** recipient.
- Install replacement Solid State Drive (and any other requisite parts). Initialize the system and install base MFP system firmware permitting standard operations and functions. It may not be possible to reinstall special application/add-on software packages. (Examples include: i-Option applications, audit software, accounting software and document management software.)

Customer:

- Identify machines requiring Solid State Drive replacement. Provide KMBS with MFP model and serial number.
- Provide KMBS Field Engineer(s) physical accesses to all MFPs requiring Solid State Drive replacement.
- Authorize the SSD replacement. Once the SSD is removed, data stored on **the MFP's** SSD will no longer be accessible via traditional methods.
- Designate by name the individual(s) who shall receive SSDs removed from the MFPs. Print or type name: _____
- Acknowledge completion of the Solid State Drive replacement(s) by signing the Project Completion portion of this document.

Solution Overview:

The following MFPs and options have been designated for this project.

Option 2: Data Overwrite shall be performed on the following MFPs.

Model	Serial #	Overwrite Option	Completion

Option 3: Solid State Drive replacement and return shall be performed on the following MFPs..

Model	Serial #	Solid State Drive Surrendered to:

Project Schedule

Project will begin within ____ days upon receipt of Customer's acceptance by KMBS.

Assumptions

1. Solid State Drive replacements are available from an acceptable source.
2. Special software application installed on MFPs may not be reinstalled after the data overwrite or SSD replacement.
3. MFPs are operational and KMBS Field Engineers will have physical access to the designated units.

Project Acceptance

The estimated hours required to complete this project is:
The estimated cost of this project is: **$**
Project completion is scheduled on: .

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Change Approval Process

Change Requests shall be submitted by the customer to the KMBS project manager. The request shall describe the problem or question that resulted in the desired change. The KMBS project manager will evaluate and identify the amount of time that will be added to the project schedule, if any, as well as additional services price, if any.

KMBS standard Terms and Conditions apply to the agreement. A copy of KMBS Terms and Conditions can be provided upon request.

Customer SOW Acceptance:	**Project Completion:**
Date:	**Date:**
Authorized Signature	**Authorized Signature**
Print Name	**Printed Name**
Title	**Title**

ATTACHMENT 13 – KMBS INCUMBENCY CERTIFICATE

Re: _____ dated as of _____, 20__ (the "Agreement"), between _____, as obligor ("Obligor"), and _____, as lender ("Lender")

1. Being a knowledgeable and authorized officer of Obligor, duly elected, qualified and acting [SECRETARY] of the Obligor, and that I have custody of the corporate records of the Obligor, and I hereby certify to Lender that the person(s) who executed the Agreement are legally authorized to do so on behalf of Obligor and that the signatures that appear on the Agreement are genuine.

2. Set forth below are the names and, as applicable, true signatures of individuals ("Officers") who hold the office/title of the Obligor set forth opposite their respective names

3. Each of the Officers set forth below have the requisite power and authority pursuant to the Obligor's by-laws and/or resolutions to enter into the Agreement with Lender on behalf of the Obligor.

NAME TITLE SIGNATURE

_____

_____

Additionally, each of the authorized persons named herein may execute any Agreements by the use of such person's electronic signature on any such Agreement. Each of the authorized persons named herein (i) has authorized the use of such person's electronic signature on any Agreement, (ii) has ratified the use of such electronic signature on any Agreement executed and delivered prior to the date hereof in the name and on behalf of the Obligor and to bind the Obligor, and (iii) has confirmed that such Agreements constitutes valid, legal, binding and enforceable obligations of the Obligor. Lender, and any assignee, may rely on the use of any such person's electronic signature on any Agreement without undertaking any independent investigation or inquiry as to the person electronically signing any such Agreement.

Lender is authorized to act and rely on the foregoing until it receives written notice from the Obligor of the revocation or modification thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his or her hand this _____day of _____, 20__.

OBLIGOR AGREES THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES AND/OR ELECTRONIC COPY WITH ELECTRONIC SIGNATURE(S) MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW

Signature X: _____

Print Name: _____

Title: _____

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THE AGREEMENT AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR OTHER AUTHORIZED OFFICIAL OR OFFICER.)

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ATTACHMENT 14 – KONICA CUSTOMER EXPECTATION GUIDE SOLUTIONS SUPPORT



Attachment 14 -
Konica Customer Expe

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ATTACHMENT 15 – KONICA SAMPLE MPS STATEMENT OF WORK



Attachment 15 -
Konica Sample MPS S

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ATTACHMENT 16 – KONICA EQUIPMENT REMOVAL AUTHORIZATION FORM

KONICA MINOLTA

Equipment Removal Authorization

Customer: _____

Pick Up Address: _____

Contact Name: _____ Contact Phone: _____

Equipment being removed from Customer's Location:

Make: _____ Model: _____ Serial Number: _____

Make: _____ Model: _____ Serial Number: _____

Make: _____ Model: _____ Serial Number: _____

☐ Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☐ Lease Company Owned Asset:

Lease Company Name: _____ Lease #: _____

☐ Upgrade to Return	KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
☐ Upgrade to Keep	KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
☐ Buyout to Keep	KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
☐ End of Lease Return	Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon reciept of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up.

Buyout or upgrade quote may include an estimate of pages produced between last meter billing and date the lease obligation is satisfied or equipment is returned.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

The undersigned represents that he/she is an authorized representative of Customer and has authority to bind Customer to this Agreement.

CUSTOMER	KMBS
Name: _____ (Please Print)	Name: _____ (Please Print)
Signature: _____ (Date)	Signature: _____ (Date)
Title: _____	Title: _____

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

100 Williams Drive, Ramsey, NJ 07446 (201) 825-4000 www.kmbs.konicaminolta.us

Form: 3003-090120-C

Docusign Envelope ID: 078C0BAD-9E38-4856-93EB-8D5EB75FC5EA

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

This Piggyback Agreement is made as of this __ day of _____, 2025, by and between Konica Minolta Business Solutions U.S.A., Inc., a State of New Jersey corporation authorized to transact business in Florida, with a principal address of 100 William Drive, Ramsey, NJ, 07446, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on February 3, 2023, the State of Colorado, issued a "Request for Proposal" (RFP-NP-23-001), as the Lead State, which partnered with the NASPO ValuePoint Cooperative Purchasing Program to establish a Master Agreement for Multiple-Function Devices, Copiers, and Related Software and Services; and

WHEREAS, the State of Colorado found Konica Minolta Business Solutions U.S.A., Inc. ("Vendor") to be a responsive, responsible bidder and awarded it a three-year (3) agreement, Contract No. 187962 ("Master Agreement"), a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, the State of Florida entered into an Alternate Contract Source and Participating Addendum, Contract No. 4100000-24-NASPO-ACS, with Vendor to participate under the Master Agreement, commencing August 1, 2024, and terminating July 31, 2026, with three (3) additional one-year renewal options, a copy of which is attached hereto as **Exhibit "B"**; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, in order to ensure the continued services for Multiple-Function Devices, Copiers, and Related Software and Services, the City of Boynton Beach is requesting the City enter into a Piggyback Agreement with the Vendor to provide multiple-function devices, copiers, and related software and services; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, as amended by the Participating Addendum.

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NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect until July 31, 2026 ("Initial Term"). The Mayor is authorized to execute any renewal amendments. The Initial Term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement and Participating Addendum. If the Master Agreement or Participating Addendum expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement or Participating Addendum.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, as amended by the Participating Addendum, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement, as amended by the Participating Addendum, are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "State of Colorado" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for the Services in an amount not to exceed $120,000.00 per year. In the event of a conflict between the terms and conditions provided in the body of this Agreement and any document identified in the below list ("Contract Document"), the parties hereby agree that the order of precedence shall be descending as follows:

    a. This Agreement, to the extent not prohibited by any of the Contract Documents

    b. The State of Florida Participating Addendum 4100000-24-NASPO-ACS "Exhibit B" and all Amendments

    c. NASPO ValuePoint Master Agreement 187962 "Exhibit A"

    d. Purchase Order/Notice to Proceed

    e. The Solicitation, RFP-NP-23-001

    f. The Contractor's response to the Solicitation, as revised and accepted by the Lead State

    g. The Contractor's Supplemental Documents, including all Attachments

By way of example and not changing the foregoing, if there is a conflict between the main body of this Agreement and the NASPO ValuePoint Master Agreement 187962, this Agreement shall govern to the extent not prohibited by the NASPO ValuePoint Master Agreement.

NOTICES: All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

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City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

4. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

   Boynton Beach Finance Department
   Attn: Accounts Payable
   P.O. Box 310
   Boynton Beach, FL 33425.

   Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

   The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

5. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

6. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

7. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

8. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the

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opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

9. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such

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false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

10. **E-VERIFY:** VENDOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

11. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

12. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

13. **TERMINATION FOR CONVENIENCE:** The parties agree that Section 20 g. Early Termination for Convenience of Straight Leases, of the Alternate Contract Source and Participating Addendum, Contract No. 4100000-24-NASPO_ACS between the State of Florida and Vendor will govern the party's termination of convenience rights.

14. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

15. **INDEMNIFICATION**: The parties agree that Section 10.7 Indemnification, of the Alternate Contract Source and Participating Addendum, Contract No. 4100000-24-NASPO-ACS between the State of Florida and Vendor will govern the party's indemnification obligations.

16. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

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17. **LIMITATION OF LIABILITY:** The parties agree that Section 8, subsection g. Limitation of Liability, of the Alternate Contract Source and Participating Addendum, Contract No. 4100000-24-NASPO-ACS between the State of Florida and Vendor will govern the party's limitation of liability.

18. **NO SPECIAL DAMAGES.** In no event shall either Party be liable to the other for any special damages, speculative damages, indirect, special, incidental, consequential, loss of profits, or other damages or losses of any kind whatsoever, no matter what the cause.

19. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

20. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

21. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

22. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

23. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

24. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent

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permitted by law.

25. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

Signature Page to follow

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

_____
Ty Penserga, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

DocuSigned by:
kristen Mckenna
8AA1BAB6FBE54BB...
(Signature)
Konica Minolta Business Solutions U.S.A., Inc.

Kristen McKenna
Print Name of Authorized Official

Director, Government Contracts
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

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EXHIBIT "A"
NASPO VALUEPOINT MASTER AGREEMENT 187962
BETWEEN THE STATE OF COLORADO AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

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EXHIBIT "B"
STATE OF FLORIDA ALTERNATIVE SOURCE
CONTRACT 44100000-24-NASPO-ACS

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REGION 4
EDUCATION SERVICE CENTER

November 5, 2024

Mr. Scott Wulforst
Director, State Local Government Programs
Everon, LLC
1501 Yamato Road
Boca Raton, FL 33431
Email: scottwulforst@everonsolutions.com

Re: Renewal Award of Contract #R220701

Dear Mr. Wulforst:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 29, 2024, Region 4 ESC is pleased to announce that Everon, LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on January 11, 2022, and subsequent performance thereafter:

Contract

Facility Technology Integration & Security System Services

The contract will expire on March 31, 2026, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Melissa Tillman, at (208) 955-9023 or melissa.tillman@omniapartners.com.

The partnership between Everon, LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:
Adam Tabor
A5A9F62707BB46B...

Adam Tabor, MBA, RTSBA
Director, Procurement

DS